



Australian Government

Department of Defence

ASDEFCON (Support) V5.2

Incorporating:

Conditions of Tender

Draft Conditions of Contract

Draft Statement of Work

Released August 2024

Note to External Agencies

External agencies intending to use this template will need to tailor it in order to meet their specific procurement requirements (including relevant internal guidance) and should seek appropriate professional guidance as required.

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Feedback

All feedback on this publication and suggestions for improvement should be sent to:

procurement.ASDEFCON@defence.gov.au.

GENERAL INFORMATION FOR USERS

PURPOSE OF ASDEFCON (SUPPORT)

1. *ASDEFCON (Support)* is a tendering and contracting template for the provision of in-service support services for Defence materiel systems. It is suitable for platform-level support or support for major sub-systems where significant Commonwealth visibility and technical regulation is required, and for complex Services, such as the development of major configuration changes, software maintenance, and overall inventory management. This template incorporates a full Productivity and Performance Based Contracting (PPBC) approach to achieving outcomes for Defence.
2. For further information on selecting and tailoring *ASDEFCON (Support)*, template users should refer to the *Contract Template Selection and Tailoring Guide* which can be accessed via the intranet and internet sites listed in paragraph 10.
3. *ASDEFCON (Support)* is designed for procurements that are both subject to and not subject to the additional rules as detailed in Division 2 of the *Commonwealth Procurement Rules*.

STRUCTURE OF ASDEFCON (SUPPORT)

4. *ASDEFCON (Support)* contains the following sections:
 - a. Preliminary pages – including the covering letter with Matrix of Changes attachment;
 - b. Part 1: Conditions of Tender – including annexes;
 - c. Part 2: Draft Conditions of Contract – including attachments; and
 - d. Part 3: Draft Statement of Work – including annexes, a Contract Service Requirements List and a Contract Data Requirements List.

AMENDMENTS TO ASDEFCON (SUPPORT)

5. *ASDEFCON (Support)* is a dynamic document that will be amended on an “as required” basis to reflect changes in legislation, policy and procurement practices. Amendments to *ASDEFCON (Support)* will be released through updates to the current version or the issue of a new version of the template. All updated and new versions will be issued on the intranet and internet at the sites listed in paragraph 10.
6. Template users are also welcome to suggest changes to the template by emailing: procurement.ASDEFCON@defence.gov.au

CONTRACTING ASSISTANCE AND HELP DESK

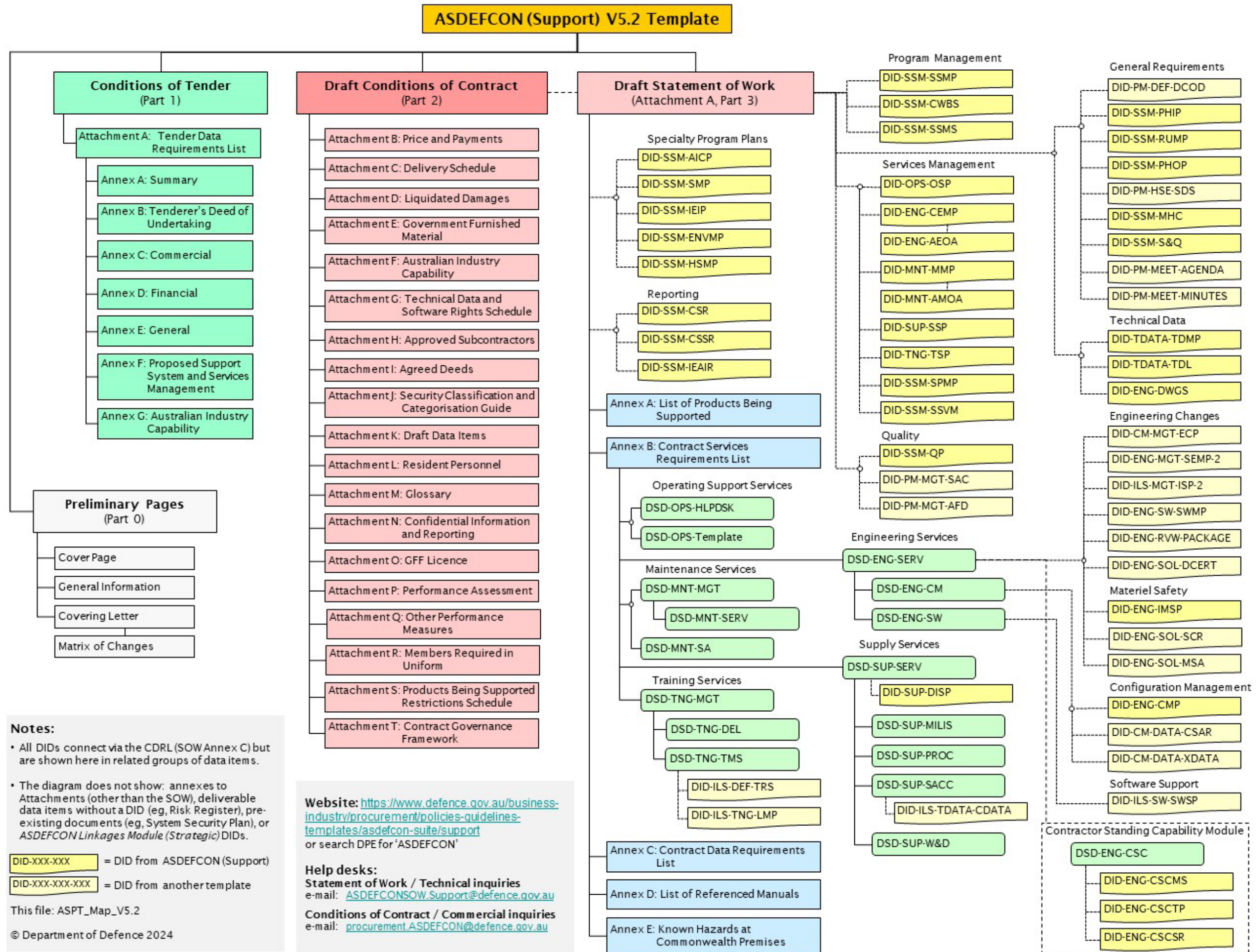
7. Drafters requiring contracting advice or assistance should approach their Group or Divisional contracting support areas in the first instance. If the relevant support officer is not known, drafters should contact the relevant Executive Director Contracting (EDCON) in their respective Contracting Services area.
8. For ASDEFCON advice, including proposed updates to or advice regarding the ASDEFCON templates, please email: procurement.ASDEFCON@defence.gov.au
9. The Statement of Work, DIDs and DSDs are managed by ASDEFCON SOW Policy. If you have any queries relating to this area please email: ASDEFCONSOW.Support@defence.gov.au

DISSEMINATION OF ASDEFCON (SUPPORT)

10. *ASDEFCON (Support)* can be downloaded and printed from the CASG Intranet via the ‘ASDEFCON Suite of Tendering and Contracting Templates’ webpage at the following address: <http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Support.aspx>

or from the CASG internet site by following the 'Procurement in Defence' link to the following address:

<https://www.defence.gov.au/business-industry/procurement/contracting-templates/asdefcon-suite>



Notes:

- All DIDs connect via the CDRL (SOW Annex C) but are shown here in related groups of data items.
- The diagram does not show: annexes to Attachments (other than the SOW), deliverable data items without a DID (eg, Risk Register), pre-existing documents (eg, System Security Plan), or ASDEFCON Linkages Module (Strategic) DIDs.

DID-XXX-XXX = DID from ASDEFCON (Support)
 DID-XXX-XXX-XXX = DID from another template

This file: ASPT_Map_V5.2
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Website: <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/asdefcon-suite/support> or search DPE for 'ASDEFCON'

Help desks:
Statement of Work / Technical inquiries
 e-mail: ASDEFCONSOW.Support@defence.gov.au
Conditions of Contract / Commercial inquiries
 e-mail: procurement.ASDEFCON@defence.gov.au



Australian Government
Department of Defence

[INSERT DEFENCE GROUP]
[INSERT DIVISION]
[INSERT ADDRESS]
[INSERT CONTACT DETAILS]

[INSERT TENDERER'S ADDRESS]

You are invited to submit a tender in response to RFT [INSERT RFT NUMBER] to provide [INSERT DESCRIPTION OF SERVICES].

[INSERT BACKGROUND AND PROJECT PHASE INFORMATION]

The RFT has been prepared utilising the *ASDEFCON (Support)* template, with material amendments to the template identified in the Matrix of Changes at Attachment A to this letter. While all care is taken by the Commonwealth in preparing Attachment A, it is a summation and therefore may not be complete and accurate. Tenderers should not exclusively rely on Attachment A to identify template changes in this RFT and should exercise independent skill and judgement in reading and understanding this RFT and in preparing any tender.

Tenders are to be submitted by the Closing Time specified in the Tender Details Schedule. Any questions in relation to the RFT should be directed to the Contact Officer specified in the Tender Details Schedule.

Option: For when classified information forms part of the RFT.

Note to drafters: Classified information should not be included as part of a RFT except in exceptional circumstances. Where the RFT is to include classified information, drafters should consult with their Project Security Officer.

The following documents forming part of the RFT are classified as follows:

[DRAFTER TO INSERT LIST OF RELEVANT DOCUMENTS AND THEIR CLASSIFICATION PRIOR TO RFT RELEASE].

Separate provisions for receipt of or access to classified information will be made. Application to receive or view the documents is to be made in writing to the Contact Officer specified in the Tender Details Schedule.

Subject to the Conditions of Tender, the proposed schedule for evaluation and negotiation is:

[INSERT RELEVANT PROJECT DATES]

Tenderers should note that the above schedule is subject to change at any time and is not to be relied on by tenderers as final and definitive.

Yours sincerely

[INSERT RELEVANT SIGNATORY]

[INSERT DATE]

Attachments:

- A. Matrix of Changes

ATTACHMENT A

MATRIX OF CHANGES

Note to drafters: Drafters should complete the Matrix of Changes prior to submission of the RFT to the Project Director or delegate approving the RFT. The Project Director or delegate approving the RFT is responsible for ensuring that, wherever possible, the form of the template is adhered to and project specific tailoring of the RFT (particularly the non-SOW aspects) is kept to a minimum. This will help improve standardisation and reduce the cost of tendering.

The Project Director or delegate approving the RFT is also responsible for ensuring that the completed Matrix of Changes and a copy of the RFT package is provided to the ASDEFCON and Contracting Initiatives Directorate at procurement.ASDEFCON@defence.gov.au upon release of the RFT. This information will be used for internal analysis and ongoing improvements to the template.

When providing these documents to the ASDEFCON and Contracting Initiatives Directorate, the covering email should identify the project/procurement name, the version number of the template, and the contracting officer, Legal Service Provider and Defence Legal representative (if any) involved in developing the RFT.

Drafters only need to identify material changes to the Conditions of Tender, Conditions of Tender annexes, Conditions of Contract, Agreed Forms and Deeds in Attachment H and the Glossary in Attachment M. The SOW aspects of the template may require more extensive tailoring to match the work scope of the procurement. Accordingly, SOW changes are not required to be captured in the Matrix of Changes table below.

| Part and Title | Amended/New Clause No. and change type (Add/Modify/Delete) | Other clauses affected by the amendment | Details of Change |
|----------------|--|---|-------------------|
| | | | |
| | | | |
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| | | | |

PART 1 – CONDITIONS OF TENDER
TENDER DETAILS SCHEDULE

| | | | | | | | |
|--|--|-------|------------------|----------|------------------|--------|------------------------|
| RFT Number: | [INSERT NO.] | | | | | | |
| RFT Name: | [INSERT NAME OF CAPABILITY/SYSTEM] SUPPORT CONTRACT | | | | | | |
| Division 2 of CPRs: | <p>Note to drafters: Select ‘do’ or ‘do not’ from the clause below as appropriate to the RFT.</p> <p>An electronic version of the CPRs can be accessed at:</p> <ul style="list-style-type: none"> https://www.finance.gov.au/government/procurement/common-wealth-procurement-rules. <p>The additional rules detailed in Division 2 of the CPRs [DO / DO NOT] apply to this procurement.</p> | | | | | | |
| Contact Officer: (clause 2.3) | <table border="1"> <tr> <td>Name:</td> <td>[INSERT DETAILS]</td> </tr> <tr> <td>Address:</td> <td>[INSERT ADDRESS]</td> </tr> <tr> <td>Email:</td> <td>[INSERT EMAIL ADDRESS]</td> </tr> </table> | Name: | [INSERT DETAILS] | Address: | [INSERT ADDRESS] | Email: | [INSERT EMAIL ADDRESS] |
| Name: | [INSERT DETAILS] | | | | | | |
| Address: | [INSERT ADDRESS] | | | | | | |
| Email: | [INSERT EMAIL ADDRESS] | | | | | | |
| Industry briefing: (Optional) (clause 2.6) | <p>An industry briefing will be conducted at [INSERT PLACE] commencing at [INSERT TIME] on [INSERT DATE].</p> <p>Representatives of prospective tenderers at the briefing will be limited to [INSERT NUMBER] personnel. Nominations to attend the briefing are to be forwarded in writing to the Contact Officer by [INSERT TIME / DATE].</p> <p>Option: To be used when a classified industry briefing is required.</p> <p>Representatives of prospective tenderers are to hold a current personnel security clearance at a minimum of [INSERT CLASSIFICATION LEVEL] level. Prospective tenderers are to provide the following additional details for their representatives:</p> <ol style="list-style-type: none"> nationality; date and place of birth; and current personnel security clearance and the Department which issued the clearance. | | | | | | |
| Closing Time: (clause 2.7.3) | <p>Note to drafters: Closing Time must be between 10 am - 4pm ACT local time and not fall on a national or local ACT public holiday. This is to ensure that the AusTender Help Desk function is available to tenderers during the Closing Time.</p> <p>[INSERT TIME] local time in the Australian Capital Territory (ACT) on [INSERT DATE].</p> | | | | | | |
| Format: (clause 2.7.4) | [INSERT FORMAT] | | | | | | |
| Tender Validity Period: (clause 2.8) | [INSERT PERIOD] after the Closing Time (as extended under clause 2.8, if applicable). | | | | | | |
| Tender Presentation Location (Optional) (clause 3.1) | [INSERT LOCATION] | | | | | | |

| | |
|---|---|
| <p>Minimum Content and Format Requirements: (clause 3.3)</p> | <p>Tenders (including all attachments, annexes and supporting documentation) are to be written in English.</p> <p>All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified.</p> <p>Tenders are to include a PDF copy of the Tenderer’s Deed of Undertaking in the form of Annex B to the TDRL duly signed by the tenderer.</p> |
| <p>Conditions for Participation: (Optional) (clause 3.3.1)</p> | <p><i>Note to drafters: Clause 1.9 should be used if the procurement is undertaken as an open tender, subject to the CPRs and valued over \$4 million (GST inclusive). Clauses 2.4 and 2.5 should be used when the procurement is subject to the additional rules detailed in the CPRs. Conditions for Participation must be limited to those that will ensure that a potential supplier has the legal, commercial, technical and financial abilities to fulfil the requirements of the RFT.</i></p> <p>Clause 1.9 Statement of Tax Record;</p> <p>Clause 2.4 Preparation and Transmission of Classified Tenders; and</p> <p>Clause 2.5 Defence Security Requirements.</p> |

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1 GENERAL CONDITIONS

1.1 Interpretation of Request For Tender (Core)

- 1.1.1 The Request for Tender (RFT) comprises:
- a. Part 1 - Conditions of Tender (COT) (including the Tender Details Schedule), the TDRL at Attachment A to the COT and the annexes to the TDRL;
 - b. Part 2 - draft COC and attachments; and
 - c. Part 3 - draft SOW and annexes.
- 1.1.2 This RFT is an invitation to treat and, to the extent permitted by law, no binding contract (including process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and a tenderer unless and until a contract is signed by the Commonwealth and the successful tenderer. To the extent permitted by law, the Commonwealth has no liability to the tenderer for any compensation on any basis whatsoever in connection with the tenderer's participation in this RFT.
- 1.1.3 Clause 1.1.2 does not apply to:
- a. the Tenderer's Deed of Undertaking executed by a tenderer;
 - b. a confidentiality deed executed by a tenderer; or
 - c. any other deed or contractual arrangement entered into by the tenderer, as required by the Commonwealth from time to time.
- 1.1.4 The Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in preparation or lodgement of a tender or taking part in the RFT process.
- 1.1.5 In this RFT, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Tender Details Schedule or the draft Contract.
- 1.1.6 If there is any inconsistency between any part of this RFT, a descending order of precedence is to be accorded to the:
- a. COT (including the Tender Details Schedule);
 - b. TDRL and the annexes to the TDRL; and
 - c. draft Contract in accordance with clause 1.6 of the draft COC,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.2 Amendment of RFT (Core)

Note to tenderers: When an amendment to the RFT is issued by the Commonwealth it will be through AusTender. Refer to clause 2.7 for further information on AusTender.

- 1.2.1 The Commonwealth may amend this RFT by giving tenderers timely written notice of an amendment. If the Commonwealth amends this RFT under this clause 1.2.1 after tenders have been submitted, it may seek amended tenders.
- 1.2.2 Tenderers will have no claim against the Commonwealth or any Commonwealth Personnel for any failure to inform a tenderer of an amendment to the RFT, or any failure to seek amended tenders, or any other matter arising in connection with an amendment to the RFT.

1.3 Termination, Suspension or Deferral of RFT (Core)

Option A: For when the procurement is not subject to the additional rules detailed in the CPRs.

- 1.3.1 Without limiting its rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate the RFT process at any time. The Commonwealth will notify tenderers to this effect.

Option B: For when the procurement is subject to the additional rules detailed in the CPRs.

- 1.3.2 Without limiting its other rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate the RFT process where the Commonwealth determines that:
- a. it is in the public interest to do so;
 - b. the Commonwealth is required by law to do so;
 - c. no tender represents value for money;
 - d. no tenderer satisfies the Conditions for Participation specified in the Tender Details Schedule, if any;
 - e. no tenderer meets the essential requirements, if any, at clause 3.5; or
 - f. no tenderer is fully capable of undertaking the Contract,
- and the Commonwealth will notify tenderers to this effect.

1.4 Other Commonwealth Rights (Core)

- 1.4.1 Without limiting its other rights under this RFT, at law or otherwise, the Commonwealth may at any stage of the RFT process, exclude a tenderer from further participation in the RFT process:
- a. if the tenderer is, or was, the contractor or an approved subcontractor under a contract that is, or becomes at any stage during the RFT process, a Project / Product of Concern. For the purposes of this clause 1.4.1, 'tenderer' also encompasses any Related Body Corporate, proposed Subcontractor or Related Body Corporate, or special purpose vehicle (in which any of these entities have been involved), and for the purposes of the COT, 'Project / Product of Concern' means any project or sustainment activity identified by the Minister for Defence as a Project / Product of Concern;
 - b. if an Insolvency Event occurs in relation to the tenderer or any of its Related Bodies Corporate;
 - c. if the tender is incomplete or clearly non-competitive; or
 - d. a representation or warranty given by the tenderer in its tender is false or misleading.
- 1.4.2 Any time or date in this RFT is for the convenience of the Commonwealth. The establishment of a time or date in this RFT does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFT or otherwise.

1.5 Australian Government Requirements (Core)

Note to drafters: Prior to any RFT release, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFT release.

If there are other Commonwealth or Defence policies relevant to the procurement activity, that are not otherwise referenced in the RFT, they can be listed below.

Note to tenderers: Electronic copies of relevant Defence documents are available on the internet at:

- <https://www.defence.gov.au/business-industry/procurement/contracting-templates/asdefcon-suite>.

Any other documents required can be provided by the Contact Officer.

- 1.5.1 The Commonwealth will not enter into a Contract with a tenderer which has a judicial decision against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.
- 1.5.2 Tenderers should familiarise themselves with the following Commonwealth policies:
- a. DI and in particular:

- (i) Administration and Governance Provision 4 AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (ii) Administration and Governance Provision 5, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; and
 - (iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
 - (iv) Annex C, AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (v) Annex C, AG5 – Conflicts of Interest and declarations of interest and the Integrity Policy; and
 - (vi) Annex J, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
- b. Financial Policy Gifts and Benefits (Including Hospitality) – Receiving;
 - c. Financial Policy Gifts and Benefits (Including Hospitality) – Spending;
 - d. Financial Policy Sponsorship;
 - e. Australian Defence Force alcohol policy as detailed in MILPERSMAN Part 4 Chapter 1;
 - f. Public Interest Disclosure policy detailed at:
<https://www.ombudsman.gov.au/complaints/public-interest-disclosure-whistleblowing> ;and
 - g. [DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE DELIVERY OF THE SERVICES] .

1.6 Workplace Gender Equality (Optional)

Note to drafters: *This clause 1.6 must be used for procurements at or above the relevant procurement threshold and that do not meet the exemptions set out at Appendix A to the CPRs. If the procurement is specifically exempt from the additional rules detailed in the CPRs as a result of a Defence specific exemption (a list of Defence specific exemptions is found in the DPM) the procurement will still be subject to the Workplace Gender Equality Procurement Principles and this clause is to be used.*

Note to tenderers: *The Workplace Gender Equality Procurement Principles prevent the Commonwealth from entering into contracts with suppliers who are non-compliant under the Workplace Gender Equality Act 2012 (Cth) (WGE Act). In performing any resultant Contract, the tenderer is to comply with its obligations under the WGE Act. Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:*

- <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>.

1.6.1 In accordance with the Workplace Gender Equality Procurement Principles, the Commonwealth will not enter into any resultant Contract with a tenderer who is non-compliant under the *Workplace Gender Equality Act 2012* (Cth).

1.7 Indigenous Procurement Policy (Optional)

Note to drafters: *The [Indigenous Procurement Policy](#) may apply to a procurement valued at or over \$7.5 million (GST inclusive), depending on whether and how much of the resultant*

Contract's value will be spent in certain industry sectors. Drafters should refer to the ASDEFCON Clausebank for further information and appropriate clauses:

- <http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

1.8 Procurement Complaints (Core)

- 1.8.1 In the event tenderers wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, tenderers are to cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.

Option: For an RFT covered by a public interest certificate.

- 1.8.2 A public interest certificate under the *Government Procurement (Judicial Review) Act 2018* (Cth) covering this procurement is in force.

1.9 Statement of Tax Record (Optional)

Note to drafters: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from tenderers satisfactory and valid Statement of Tax Records (STR). Further information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy> <https://treasury.gov.au/publication/p2019-t369466>

- 1.9.1 In accordance with the Shadow Economy Procurement Connected Policy, and subject to clause 1.9.2, a tender is to include all of the satisfactory and valid Statement of Tax Record (STR) required from a tenderer under Table A-1.
- 1.9.2 If the tender includes a STR receipt issued by the Australian Taxation Office confirming that the STRs required under Table A-1 were requested prior to the Closing Time, then the tenderer may provide all of the required satisfactory and valid STRs to the Contact Officer within four Working Days after the Closing Time.
- 1.9.3 Tenderers are to obtain and hold as at the Closing Time all of the satisfactory and valid STRs required under Table A-1 (or an STR receipt confirming that the STRs required under Table A-1 were requested prior to the Closing Time) of any entity that the tenderer proposes to engage as a direct Subcontractor, if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST).
- 1.9.4 For the purposes of the RFT, an STR is taken to be:
- satisfactory** if the STR states that the entity has met the conditions, as set out in the Shadow Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
 - valid** if the STR has not expired as at the date on which the STR is required to be provided or held.

2 TENDER PREPARATION AND LODGEMENT

2.1 Tenderers to Inform Themselves (Core)

- 2.1.1 The tenderer may rely on information in this RFT, or any information communicated or provided to tenderers during this RFT process, for the purposes of preparing its response to this RFT.
- 2.1.2 Subject to clause 2.1.1, the Commonwealth makes no representations or warranties that the information is, or will be, accurate, current or complete.
- 2.1.3 Tenderers are solely responsible for:

- a. examining this RFT, any documents referenced in or attached to this RFT and any other information made available by the Commonwealth to tenderers in connection with the RFT process;
- b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries and inspections relevant to the risks, contingencies, and other circumstances having an effect on their tenders;
- c. seeking clarification where further information has been communicated or provided to tenderers, or otherwise communicated by the Commonwealth, which is or appears to be inconsistent with the information in this RFT; and
- d. satisfying themselves that their tender (including tendered prices) is accurate, complete and not misleading.

2.1.4 Tenderers are to prepare and lodge their tenders based on the acknowledgements and agreements at the Tenderer's Deed of Undertaking.

Note to tenderers: Requests for advice on the control status of Australian goods and/or services should be forwarded to Defence Export Controls via email at ExportControls@defence.gov.au. Further information on Australian export controls may be found at:

- <https://www.defence.gov.au/business-industry/export/controls>.

2.1.5 Tenderers are solely responsible for informing themselves of the export control status of the tendered Services and for ensuring their compliance with Australian and foreign government controls related to the export of defence and dual-use goods, including if the export is from an Australian contractor to an overseas Subcontractor or Related Body Corporate for the purposes of providing the Services to the Commonwealth.

2.2 Tender Preparation (Core)

2.2.1 Tenderers are to complete and provide the information requested in the annexes to the TDRL and do so in the manner requested in the annexes.

2.2.2 Supporting documentation may be provided to enhance the tender. Supporting documentation relevant to a particular volume is to be indicated in that volume.

2.3 Contact Officer and RFT Inquiries (Core)

2.3.1 Tenderers are to direct any questions or concerns regarding this RFT in writing to the Contact Officer specified in the Tender Details Schedule.

2.3.2 Tenderers may submit questions or concerns to the Contact Officer up until five Working Days prior to the Closing Time specified in the Tender Details Schedule.

2.3.3 Any question or concern submitted by tenderers is submitted on the basis that the Commonwealth may circulate it and the Commonwealth's response to all other tenderers without disclosing the source of the question or concern, Confidential Information or the substance of the proposed tender.

2.4 Preparation and Transmission of Classified Tenders (Core)

Note to drafters: Classified information should not be included as part of a RFT except in exceptional circumstances. Where the RFT is to include classified information, drafters should consult with their Project Security Officer.

Note to tenderers: For information on preparation and transmission of classified tenders and for access to the DSPF, tenderers should contact the Contact Officer.

2.4.1 Classified information in tenders is to be avoided where possible. If this cannot be achieved, tenders containing classified information are to be prepared and transmitted as follows:

- a. for Australian tenders, in accordance with Principle 71 of the DSPF; and
- b. for overseas tenders, in accordance with the applicable industrial security information system regulations issued by the appropriate government security authority in their

country. If transmission involves transmission by diplomatic bag, the overseas tenderer is to use the diplomatic bag of its own government.

Option: For an RFT involving classified information.

2.4.2 Tenderers are to classify information in their tenders in accordance with the Security Classification and Categorisation Guide at Attachment J to the draft Contract.

2.4.3 If only part of a tender contains classified information, that part may be segregated from the remainder of the tender for separate transmission. However, both parts of the tender are subject to the Closing Time specified in the Tender Details Schedule. Care should therefore be taken to ensure that sufficient time is allowed for the tender to be received by the Closing Time when secure means of transmission are used.

2.5 Defence Security Requirements (Core)

Note to drafters: Where the procurement involves weapons or explosive ordnance, drafters must obtain DSA's approval for the security-related aspects of the request documentation prior to release.

2.5.1 On request by the Commonwealth, the tenderer is to comply with the Commonwealth security clearance and accreditations process as detailed in Principles 23, 40, 72 and 73 of the DSPF, including obtaining the level of security clearance and accreditations required by the Commonwealth.

2.6 Industry Briefing (Optional)

2.6.1 An industry briefing will be conducted in accordance with the details specified in the Tender Details Schedule.

2.6.2 Industry briefings are conducted for the purpose of providing background information only. Tenderers should note the effect of clauses 1.2.1 and 2.1.4. Tenderers should not rely on a statement made at an industry briefing as amending or adding to this RFT unless that amendment or addition is confirmed by the Commonwealth in writing.

2.7 Lodgement of Tenders (Core)

Note to tenderers: The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (for more information please see AusTender Terms of Use). For the purposes of determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

2.7.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT, tenderers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at:

<https://www.tenders.gov.au/infolinks/termsfuse>

2.7.2 All queries and requests for AusTender technical or operational support are to be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: tenders@finance.gov.au

The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).

2.7.3 Tenders are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before the Closing Time specified in the Tender Details Schedule in accordance with the tender lodgement procedures set out in this RFT and on AusTender.

- 2.7.4 Tenders are to be lodged in the format specified in the Tender Details Schedule. All file names should:
- a. sufficiently identify the tenderer by including their name; and
 - b. reflect the parts of the response they represent, where the response comprises multiple files.
- 2.7.5 Tender files should not exceed a combined file size of 500 megabytes per upload.

2.8 Tender Validity Period (Core)

- 2.8.1 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance during the Tender Validity Period specified in the Tender Details Schedule.

Note to drafters: if this extension period is inappropriate, specify another period of extension.

- 2.8.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Validity Period is extended by the period of suspension, up to **[twice the period of the Tender Validity Period specified in the Tender Details Schedule]**.
- 2.8.3 Without limiting clause 2.8.2, the Commonwealth may request an extension of the Tender Validity Period.

2.9 Alterations, Erasures and Illegibility (Core)

- 2.9.1 Any alterations or erasures made to a tender by a tenderer are to be initialled by that tenderer. Tenders containing alterations or erasures that are not initialled or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.

2.10 Unintentional Errors of Form (Optional)

Note to drafters: This clause must be used when the procurement is subject to the additional rules detailed in the CPRs.

- 2.10.1 If the Commonwealth considers that there are unintentional errors of form in a tender, the Commonwealth may request the tenderer to correct or clarify the error but will not permit any material alteration or addition to the tender.

2.11 Confidentiality (Core)

- 2.11.1 The Commonwealth may require a tenderer to execute a Deed of Confidentiality in the form at Annex B to Attachment I of the draft COC (or such other form required by the Commonwealth) before being provided with some or all of the information included in relation to the RFT. Whether or not such a deed is required, and without limiting a tenderer's obligations under the deed, tenderers are to treat the RFT and any information provided to tenderers by or on behalf of the Commonwealth in connection with the RFT process as confidential and not disclose or use that information except as strictly required for the purpose of developing a tender in accordance with the RFT.
- 2.11.2 In accordance with paragraph 7.23 of the CPRs, the Commonwealth will treat tenders as confidential before and after the award of any resultant Contract.
- 2.11.3 Despite clause 2.11.1 the Commonwealth may disclose information:
- a. if required by law or statutory or portfolio duties, or required for public accountability reasons, including following a request by parliament or a parliamentary committee;
 - b. for the purpose of defending any claim or proceeding in relation to the RFT process or any resultant Contract;
 - c. in the public domain otherwise than due to a breach of confidence; or
 - d. as contemplated under clause 2.13.

2.12 Probity Assurance (Core)

Note to tenderers: Tenderers should note that the Tenderer's Deed of Undertaking sets out a number of acknowledgements and undertakings to be given by tenderers, including in relation to probity, conflict of interest and bribery.

2.12.1 The Commonwealth may exclude a tender from further consideration if in the opinion of the Commonwealth, the tenderer fails to comply with clause 4 of the Tenderer's Deed of Undertaking. The Commonwealth may exclude a tender from further consideration if the tenderer, any of its Related Bodies Corporate or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials at any time during the last seven years.

2.13 Use of Tender Documents (Core)

2.13.1 All tender documents submitted in response to this RFT become the property of the Commonwealth and the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:

- a. evaluation and selection of any tender;
- b. preparation and negotiation of any resultant Contract with respect to the RFT; and
- c. verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by the Commonwealth.

2.13.2 The Commonwealth may disclose tender documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFT process and for the purposes contained in clause 2.13.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.

2.13.3 Nothing in this clause 2.13 changes or affects the ownership of IP in the information contained in the tender documents.

2.14 Part and Joint Tenders (Core)

2.14.1 The Commonwealth will not consider a tender for part of the Services.

2.14.2 Without limiting the Commonwealth's rights, the Commonwealth intends to enter into a contract with a single legal entity that will be the party responsible for the performance of any resultant Contract. If tenderers submit a consortium tender for the Services, the consortium tender is to:

- a. include in the tender the information sought in the RFT for each member of the consortium;
- b. describe in detail in the tender the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to this RFT;
- c. provide in the tender that each member of the consortium will be jointly and severally liable for the performance of all members of the consortium under any resultant Contract or that one member of the consortium will be fully liable for the performance of all members of the consortium; and
- d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium tender.

2.14.3 The Commonwealth will not consider a joint tender other than a tender submitted in accordance with clause 2.14.2. A reference to tenderer in this RFT is a reference to each member of the consortium.

2.15 Alternative Proposals (Core)

2.15.1 The Commonwealth may consider an alternative proposal submitted by a tenderer that does not comply with the requirements of the RFT. Any alternative proposal is to be submitted in accordance with this clause 2.15.

- 2.15.2 The Commonwealth will not consider an alternative proposal unless the alternative proposal:
- a. is submitted together with a tender that addresses the requirements of the RFT;
 - b. is clearly identified as an alternative proposal submitted under this clause 2.15;
 - c. complies with all essential requirements identified in the RFT;
 - d. is fully described by the tenderer, including:
 - (i) the advantages, disadvantages, limitations and capability of the alternative proposal; and
 - (ii) the extent to which the adoption of the alternative proposal would impact upon the tender that addresses the requirements of the RFT including any financial impact, impact on the provision of the Services (including the achievement of Key Requirements) and any other consequences of the alternative proposal; and
 - e. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other tenders.
- 2.15.3 For the avoidance of doubt, alternative proposals are not required to constitute a complete tender that addresses all of the requirements of the RFT.

2.16 Substitution of Tenderer (Core)

- 2.16.1 If during the period following the submission of the tender and prior to execution of any resultant Contract with the successful tenderer, there occurs:
- a. an Insolvency Event in respect of the tenderer; or
 - b. any other event that has the effect of substantially altering the composition or control of the tenderer or the business of the tenderer,
- the Commonwealth may allow, on such terms as the Commonwealth considers appropriate, the substitution of that tenderer with another legal entity upon receipt of a joint written request from or on behalf of the tenderer and the other legal entity.
- 2.16.2 If no request for substitution is made, or the Commonwealth chooses not to allow the substitution under clause 2.16.1, the Commonwealth may decide not to consider the tender any further or, in considering it, may take into account the impact of the event on the information provided in the tender.
- 2.16.3 If the Commonwealth allows the substitution under clause 2.16.1, the Commonwealth will evaluate the tender in its original form prior to the event, except that the impact of the event on the information provided in the tender may be taken into account.

3 EVALUATION OF TENDERS

3.1 Tender Presentations (Optional)

- 3.1.1 The Commonwealth may, after the Closing Time specified in the Tender Details Schedule and having provided tenderers with reasonable notice, require any or all tenderers to provide a presentation on their respective tenders at the Tender Presentation Location specified in the Tender Details Schedule.

3.2 Evaluation and Process (Core)

- 3.2.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, utilising the tender evaluation criteria at clause 3.11.1.
- 3.2.2 The Commonwealth may at any time during the RFT process:
- a. obtain additional information (whether that information is obtained through the RFT process or by any other means) relevant to a tenderer's tender;
 - b. use material tendered in response to one evaluation criterion in the evaluation of other criteria;

- c. seek clarification or additional information from, and enter into discussions with, any or all of the tenderers in relation to their tender;
 - d. shortlist one or more tenderers;
 - e. conduct Offer Definition and Improvement Activities (ODIA); or
 - f. visit the tenderers' or proposed Subcontractors' facilities.
- 3.2.3 In assessing tenders, the Commonwealth may take into account any supporting documentation provided under clause 2.2.2 and 3.2.2a.

3.3 Minimum Content and Format Requirements (Core)

Note to drafters: When the procurement is subject to the additional rules detailed in the CPRs, 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected and 'Subject to clause 2.10' is to be deleted.

- 3.3.1 **[Subject to clause 2.10]**, the Commonwealth **[MAY/WILL]** exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with any of the Minimum Content and Format Requirements specified in the Tender Details Schedule.

3.4 Conditions for Participation (Optional)

Note to drafters: This clause should be used when the procurement is subject to the additional rules detailed in the CPRs and Conditions of Participation are included in the Conditions of Tender, such as when optional clause 1.9 (Statement of Tax Record) is used.

- 3.4.1 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tenderer does not comply with any of the Conditions for Participation specified in the Tender Details Schedule.

3.5 Essential Requirements (Optional)

Note to drafters: This clause is to be used if the draft SOW contains essential requirements. When the procurement is subject to the additional rules detailed in the CPRs, 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected.

- 3.5.1 The Commonwealth **[MAY/WILL]** exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with a requirement identified as essential in the draft SOW.

3.6 Offer Definition and Improvement Activities (Optional)

Note to drafters: Include the following clauses if ODIA will be conducted, or if the Commonwealth wishes to retain the option to conduct an ODIA as part of the RFT process. If not required, mark clause 3.6 as 'Not used'. Refer to the ODIA Better Practice Guide for further information.

- 3.6.1 The Commonwealth may, as part of the RFT process, conduct ODIA with one or more tenderers in order to clarify, improve and maximise value for money of tenders for the Commonwealth.
- 3.6.2 Where the Commonwealth elects to conduct ODIA, the Commonwealth may issue an ODIA process document to tenderers shortlisted to participate in the ODIA process that provides further details of the ODIA process and specific terms and conditions governing the ODIA process.
- 3.6.3 The Commonwealth may refuse to conduct, or to further conduct, ODIA with a tenderer if the tenderer fails to comply with the requirements of a process document issued to the tenderer under clause 3.6.2.

Note to drafters: Drafters may include additional tenderer engagement activities in the list below.

- 3.6.4 ODIA may include the following:
- a. clarification;

- b. submission of additional information;
- c. discussions with tenderers;
- d. provision of feedback to tenderers;
- e. workshops;
- f. site visits;
- g. improved definition and refinement of draft plans and programs;
- h. assessment of capabilities; and
- i. submission of final tenders upon completion of ODIA.

3.6.5 As part of the ODIA process, the Commonwealth may make changes to the draft Contract and require tenderers to amend their tenders to reflect the changes.

3.6.6 Without limiting clause 1.1.4, the Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in participating in the ODIA process.

3.7 Negotiation (Core)

3.7.1 The Commonwealth may engage one or more tenderers in negotiations, which may involve tenderers being asked to:

- a. clarify, improve or consolidate any of the technical, commercial, legal, financial and operational aspects of their tenders; or
- b. enter into an agreement with the Commonwealth relating to the terms of the detailed engagement with that tenderer.

3.8 Preferred Tenderer Status (Core)

3.8.1 The Commonwealth may select a tenderer as preferred tenderer, but such selection:

- a. does not affect or limit the Commonwealth's rights or the tenderer's obligations under the RFT; and
- b. is not a representation that any contract will be entered into between the Commonwealth and that tenderer,

and the Commonwealth may recommence or commence negotiations under the RFT with any other tenderer whether or not a tenderer has been selected as preferred tenderer.

3.9 Cost Investigation of Tenders (Core)

Note to tenderers: The Commonwealth may refer to the Defence Cost Principles in considering whether the costs that the Contractor seeks to recover under the Contract are reasonable. The Defence Cost Principles can be accessed via the 'Contracting in CASG' webpage on the 'Doing Business with Defence' internet site at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/cost-principles>.

3.9.1 For the purposes of evaluating a tender, the Commonwealth may conduct a cost investigation of the tendered price. On request by the Commonwealth the tenderer is to facilitate any such cost investigation.

3.10 Debriefing of Tenderers (Core)

3.10.1 Tenderers will be notified whether they have been successful or unsuccessful and may request an oral or written tender debriefing. Tenderers requiring a debriefing should contact the Contact Officer specified in the Tender Details Schedule.

3.10.2 Tenderers will be debriefed against the evaluation criteria contained in clause 3.11.1.

3.11 Tender Evaluation Criteria (Core)

Note to drafters: Additional or alternative evaluation criteria may be included in the following list where appropriate. Drafters should only include criteria that will be used by the Commonwealth during tender evaluation. In the event of amendment to the list, drafters should also ensure that the evaluation items (eg TDRs) are accurately mapped against the criteria.

- 3.11.1 Subject to clause 3.23.1.1 the criteria to be applied for the purposes of evaluation are those set out in column (a) in the following table. The criteria are not in any order of importance. For each of these criteria, column (b) in the table sets out an indicative, non-exhaustive list of the subordinate criteria to be applied in the evaluation of that criterion. The evaluation items that the Commonwealth may take into account when assessing tenders against key criteria and subordinate criteria are listed in column (c).

Note to drafters: Entries in the table below are sub-clauses to the clause 3.11.1 above, to enable cross-referencing if necessary (eg, Key Criteria a is sub-clause 3.10.1a). Drafters should continue this numbering structure when adding or deleting criteria.

| Key Criteria Column (a) | Subordinate Criteria Column (b) | Evaluation Items Column (c) |
|--|---|--|
| <p>a. the suitability of the tenderer to perform the obligations in the draft Contract.</p> <p>Note to tenderers: If the Commonwealth takes an adverse view of tenderer past performance or proposes to exclude the tenderer from further consideration based on information collected under this criterion, the Commonwealth may request further information from the tenderer in accordance with clause 3.2.2c.</p> | <ol style="list-style-type: none"> 1. past performance of contractual obligations by the tenderer, including involvement in any contract that is or has been listed as a Project / Product of Concern. For the purposes of this subordinate criterion, tenderer also encompasses any Related Body Corporate, proposed Subcontractor or their Related Body Corporate, or special purpose vehicle (in which any of these entities have been involved). 2. the nature and health of the tenderer's or proposed Subcontractors' previous contractual relationships and behaviour. 3. the proposed corporate structure of the tenderer and proposed Approved Subcontractors, including for any Related Bodies Corporate, and the financial viability of the tenderer and proposed Approved Subcontractors to fulfil Contract obligations. | <ul style="list-style-type: none"> • Tenderer's Profile, Annex A • Schedule of Proposed Subcontractors, Annex A • Statement of Non-Compliance, Annex A • Commitment Letter, Annex C • Past Performance, Annex E • Support System Proposal, Annex F • Organisational structure and relation with Subcontractors (in draft SSMP), Annex F • Financial Reports (from credit agencies) • Information otherwise obtained by the Commonwealth |
| <p>b. the extent to which the tenderer is assessed as being able to provide the Services necessary to meet the requirements of the draft Contract and the assessed technical risks relating to entering a Contract with the tenderer that are acceptable to the Commonwealth.</p> | <ol style="list-style-type: none"> 1. the extent to which the tenderer's overall management proposal for provision of Services meets the requirements of the draft SOW. 2. the credibility of the tendered Contract Work Breakdown Structure and Support Services Master Schedule (if required). 3. the extent to which the tendered solution is capable of providing the Services in accordance with the requirements of the draft Contract, including the SOW. | <ul style="list-style-type: none"> • Tenderer's Profile and Past Performance, Annex A • Statement of Non-Compliance, Annex A • Schedule of Subcontractors, Annex A • Contract Work Breakdown Structure and Dictionary, Annex E (if required) • Support Services Master Schedule, Annex E (if required) • Key Staff Positions, Annex E |

| Key Criteria Column (a) | Subordinate Criteria Column (b) | Evaluation Items Column (c) |
|----------------------------|---|--|
| | <p>4. the extent to which the tendered solution is capable of achieving the rate(s) of effort and levels of performance (including those measured using Performance Measures) required by the Contract.</p> <p>5. the extent to which the tendered solution is capable of achieving the requirements of an ADF regulatory / assurance framework, when applicable, and the assessed level of risk relating to compliance with these requirements.</p> <p>6. the tenderer's compliance with the draft SOW and the assessed level of risk relating to this compliance.</p> | <ul style="list-style-type: none"> • Staff/Skills Profile, Annex E (if required) • Risk Assessment and Risk Register, Annex E • Defence Industry Security Program Physical and Information / Cyber Security Requirement, Annex E (if required) • Government Furnished Material, Annex E (if required) • Government Furnished Facilities, Annex E (if required) • Government Furnished Services, Annex E (if required) • Alternative Performance Management Proposal, Annex E • Support System Proposal, Annex F • Draft Support Services Management Plan, Annex F • Draft Phase In Plan, Annex F (if required) • Draft Ramp Up Management Plan, Annex F (if required) • Draft Operating Support Plan, Annex F (if required) • Draft Contractor Engineering Management Plan, Annex F (if required) • Other draft Engineering plans, Annex F (if required) • Draft Maintenance Management Plan, Annex F (if required) • Draft Supply Support Plan, Annex F (if required) • Draft Training Support Plan, Annex F (if required) |

| Key Criteria Column (a) | Subordinate Criteria Column (b) | Evaluation Items Column (c) |
|--|---|---|
| | | <ul style="list-style-type: none"> • Engineering Organisation and Systems Compliance, Annex F (if required) • Maintenance Organisation and Systems Compliance, Annex F (if required) |
| <p>c. the tendered prices and pricing structure for the draft Contract, and the tendered response to reducing the Total Cost of Ownership to Defence.</p> | <ol style="list-style-type: none"> 1. the compliance with the price and payment provisions and the assessed level of risk relating to this compliance, including the degree of exposure to adjustments for fluctuation in exchange rates and in the cost of labour and materials. 2. the assessed value to Defence of the proposed pricing structure, the allocation of work to payment methods, and whether the pricing structure is assessed as reflecting the risk profile for the Services, including the risks inherent in the tenderer's offer. 3. the tenderer's compliance with the Commonwealth's proposed financial arrangements relating to Key Performance Indicators and the assessed level of risk relating to compliance. 4. the quality of any tenderer-proposed opportunities to reduce the Total Cost of Ownership under the Capability Innovations and Efficiencies Program. | <ul style="list-style-type: none"> • Statement of Non-Compliance, Annex A • Financial, Annex D • Risk Assessment and Risk Register, Annex E • Government Furnished Material, Annex E (if required) • Government Furnished Facilities, Annex E (if required) • Government Furnished Services, Annex E (if required) • Australian Industry Capability, Annex G |
| <p>d. the extent to which the tender satisfies the commercial requirements of the draft Contract and the assessed commercial risks relating to entering into a</p> | <ol style="list-style-type: none"> 1. the extent to which the proposed Technical Data and Software rights would enable the Commonwealth to achieve the through-life operation, sustainment and enhancement objectives for the Products Being Supported and | <ul style="list-style-type: none"> • Tenderer's Profile and Past Performance, Annex A • Schedule of Subcontractors, Annex A • Statement of Non-Compliance, Annex A |

| Key Criteria Column (a) | Subordinate Criteria Column (b) | Evaluation Items Column (c) |
|--|--|--|
| <p>Contract with the tenderer that is acceptable to the Commonwealth.</p> | <p>the Capability or Capabilities to which these Products relate.</p> <p>2. the extent to which the tenderer's proposal will achieve economic benefit for the Australian economy.</p> <p>3. the tenderer's compliance with the draft Contract.</p> <p>4. the extent to which the tendered proposal promotes sound, healthy relationships between the Commonwealth, the tenderer, proposed Subcontractors, and Associated Parties.</p> | <ul style="list-style-type: none"> • Draft Technical Data and Software Rights Schedule, Annex C • Financial, Annex D • Government Furnished Material, Annex E (if required) • Government Furnished Facilities, Annex E (if required) • Government Furnished Services, Annex E (if required) • Risk Assessment and Risk Register, Annex E • Draft Support Services Management Plan, Annex F • Draft Technical Data List, Annex E |
| <p>e. the extent to which the tenderer's proposal achieves the Australian Industry Capability (AIC) Objectives and satisfies the AIC requirements of the draft Contract.</p> | <p>1. the extent to which the tenderer's proposal satisfies each of the AIC Objectives while balancing other Contract and project / program objectives, including the ADF Capability Objectives.</p> <p>2. the tenderer's compliance with the AIC requirements of the draft Contract and the assessed level of risk relating to this compliance.</p> <p>3. the extent to which the tenderer's proposal satisfies the Australian Industry Activity (AIA) requirements of the draft Contract (if any), including in relation to the scope, quality and sustainability of tenderer-proposed Industrial Capabilities to satisfy these requirements.</p> <p>4. the extent to which the tenderer's proposal promotes the use and development of Australian Industry, particularly Small to Medium Enterprises (SMEs) and Local Businesses, including in relation to the development of new or enhanced</p> | <ul style="list-style-type: none"> • Australian Industry Capability, Annex G • Statement of Non-Compliance, Annex A • Schedule of Proposed Subcontractors, Annex A • Draft Technical Data and Software Rights Schedule, Annex C • Financial, Annex D • Contract Work Breakdown Structure and Dictionary, Annex E (if required) • Support System Proposal, Annex F • Draft Phase In Plan, Annex F (if required) • Draft Ramp Up Management Plan, Annex F (if required) |

| Key Criteria Column (a) | Subordinate Criteria Column (b) | Evaluation Items Column (c) |
|----------------------------|---|--------------------------------|
| | <p>Industrial Capabilities through the transfer of knowledge and technology.</p> <p>5. the quality of any tenderer-proposed opportunities to enhance its offer in relation to AIC when assessed against the AIC Objectives.</p> <p>6. past performance of AIC related obligations by the tenderer. For the purposes of this subordinate criterion, 'tenderer' also encompasses any Related Body Corporate, proposed Approved Subcontractor and their Related Body Corporate, and any special purpose vehicle (in which any of these entities have been involved).</p> | |

ATTACHMENT A

TENDER DATA REQUIREMENTS LIST

Note to drafters: The following format is provided for guidance only and may be amended as required, including to delete optional tender data requirements that have not been included.

| Tender Data Requirement Number | Tender Response Volume |
|--|---|
| Volume 1: Overview / Tenderer's Deed of Undertaking | |
| A-1 | Executive Summary (Core) |
| A-2 | Tenderer's Profile and Past Performance (Core) |
| A-3 | Schedule of Proposed Subcontractors (Core) |
| A-4 | Statement of Non-Compliance (Core) |
| B | Tenderer's Deed of Undertaking (Core) |
| Volume 2: Commercial | |
| C-1 | Importation of Services and Export Approvals (Core) |
| C-2 | Liability (Core) |
| C-3 | Insurance (Core) |
| C-4 | Technical Data and Software Rights (Core) |
| C-5 | Economic Benefits to the Australian Economy (Core) |
| Volume 3: Financial | |
| D-1 | Tendering Pricing Information – General Requirements (Core) |
| D-2 | Tendering Pricing Information – Specific Requirements (Core) |
| D-3 | Adjustments (Core) |
| D-4 | Australian Contract Expenditure (Core) |
| Volume 4: General | |
| E-1 | Contract Work Breakdown Structure and Dictionary (Optional) |
| E-2 | Support Services Master Schedule (Optional) |
| E-3 | Key Staff Positions (Core) |
| E-4 | Staff/Skills Profile (Optional) |
| E-5 | Risk Assessment and Risk Register (Core) |
| E-6 | Defence Industry Security Program Physical and Information / Cyber Security Requirements (Optional) |
| E-7 | Technical Data (Optional) |
| E-8 | Government Furnished Material (Optional) |
| E-9 | Government Furnished Facilities (Optional) |
| E-10 | Government Furnished Services (Optional) |
| E-11 | Alternative Performance Management Proposal (Core) |
| Volume 5: Support Services Management | |
| F-1 | Summary of Proposed Support System (Core) |
| F-2 | Support Services Management (Core) |
| F-3 | Phase In and Ramp Up (Optional) |

ATTACHMENT A

| Tender Data Requirement Number | Tender Response Volume |
|---|--|
| F-4 | Required Management Systems (Core) |
| F-5 | Operating Support (Optional) |
| F-6 | Contractor Engineering Management (Optional) |
| F-7 | Engineering Organisation and System Compliance (Optional) |
| F-8 | Maintenance Organisation and System Compliance (Optional) |
| F-9 | Software Support (Optional) |
| F-10 | Systems Safety Program (Optional) |
| F-11 | Maintenance Management (Optional) |
| F-12 | Supply Support (Optional) |
| F-13 | Training Support (Optional) |
| Volume 6: Australian Industry Capability | |
| G-1 | Australian Industry Capability Planning and Business Case (Core) |
| G-2 | Defence-Required Australian Industrial Capabilities (Optional) |
| G-3 | Australian Contract Expenditure Measurement (Core) |
| G-4 | Opportunities to Enhance AIC (Optional) |

ANNEX A TO ATTACHMENT A

OVERVIEW (CORE)

1. EXECUTIVE SUMMARY (CORE)

- 1.1 Tenderers are to provide an executive summary of their tender.
- 1.2 The executive summary is not to contain pricing information.

2. TENDERER'S PROFILE AND PAST PERFORMANCE (CORE)

- 2.1 Tenderers are to provide the following information:
 - a. the tenderer's background and resources relevant to its ability to perform any resultant Contract (including design and development aspects, if applicable);
 - b. details of any other matters relating to commercial, technical or financial capacity that may materially affect the tenderer's ability to perform any resultant Contract, including:
 - (i) the proportionate value of any resultant Contract, if the tender was accepted, in relation to the tenderer's total income and value of work; and
 - (ii) how the tenderer would mitigate risks, including those arising from subcontracted work, and how it would maintain sufficient cash flow in the event of a delay to a Milestone Payment or other payment under any resultant Contract for any reason;
 - c. identification of any trust or fiduciary capacity in which the tenderer proposes to perform any resultant Contract; and
 - d. particulars of any of the following if they are likely to adversely affect the tenderer's performance of any resultant Contract: civil or criminal litigation or proceeding, actual or threatened, involving the tenderer or its directors, or any Related Bodies Corporate, or the existence of any breach or default of any agreement, order or award binding on the tenderer, or any Related Bodies Corporate, or any judgment or decision.

Note to drafters: Insert the number of contracts below, considering the applicable market size.

- 2.2 Tenderers are to list up to [...INSERT NUMBER EG, three...] relevant contracts, either current or completed in the last five years that are:
 - a. Australian Defence contracts, or
 - b. other contracts (including contracts under the Global Supply Chain (GSC) program) with comparable scope and complexity,
 in which the tenderer was the prime contractor or a subcontractor ('referenced contracts').

Note to tenderers: As guidance, the summary of each referenced project, in response to clauses 2.3 and 2.4, should not exceed three pages per contract.

- 2.3 Tenderers are to provide the following details for each referenced contract:
 - a. contract title / project name and number, the end customer / user organisation to which the contract relates, and details of the procurement entity (if not Defence);
 - b. for any contracts that are not Australian Defence contracts, the contact details for a manager within the contract management / customer organisation;
 - c. the company division and their responsibility as prime contractor or as a subcontractor;
 - d. a description of the services provided, and the location and nature of work;
 - e. the contract (or subcontract) commencement and completion dates; and
 - f. the approximate Australian dollar value of the contract or subcontract.
- 2.4 Tenderers are to provide a summary, for each referenced contract, describing how the referenced contract demonstrates that the tenderer has:
 - a. the commercial and support services management capabilities necessary to address the complexities of the draft Contract;

ANNEX A TO ATTACHMENT A

- b. the service-delivery capabilities (ie, for Operating Support, Engineering, Maintenance, Supply and Training support, as applicable to the draft Contract) sufficient to address the Services described in the draft SOW; and
 - c. implemented an Australian Industry Capability (AIC) program (or similar obligations in a different country), describing any Industry Capabilities that were created or enhanced, the scope of Industry Capabilities sustained over a longer-term.
- 2.5 Tenderers are to indicate if they, any of their Related Bodies Corporate, or proposed Approved Subcontractors, were a contractor or subcontractor to a project / sustainment activity that has been listed as a Project / Product of Concern in the last three years and, if so, the strategies by which performance improvements would be implemented for any resultant Contract.
- 2.6 Tenderers are to provide a statement as to whether or not they, or any proposed Approved Subcontractors, have had contracts with the Commonwealth terminated early, for any reason, in the last five years. The statement is to describe the circumstances of any such terminations.
- 2.7 Tenderers are to provide a written statement as to whether or not they, and their officers, employees, agents or any proposed subcontractors, have had any non-compliances with the Commonwealth Supplier Code of Conduct. The statement is to include a description of the circumstances of any such non-compliance.

Financial Statements Presubmittal Program or Approved Contractor Viability Program

Note to drafters: Information on the FSPP and ACVP is available at:

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/683f4f8b-b6af-4a7d-8388-ca7b493a114c>.

Note to tenderers: The Financial Statements Presubmittal Program (FSPP) permits suppliers to submit tenderer-related financial information once per year to CASG, rather than as part of each tender. Approved Contractor Viability Program (ACVP) status prequalifies a tenderer as being financially viable for the purposes of tender evaluation. For information on the FSPP and ACVP, and registers of participating suppliers, refer to:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/program-guidelines>.

Tenderers NOT participating in the FSPP or ACVP:

- 2.8 Tenderers that are not participating in the FSPP (ie, not listed in the FSPP or ACVP registers as at the time of tender lodgement) are to provide the following information:
- a. the following details of the tenderer, as applicable:
 - (i) the full name of the tenderer;
 - (ii) any trading or business name;
 - (iii) if a company, the registered office, principal place of business and an outline of the company structure;
 - (iv) the date and place of incorporation;
 - (v) individual shareholders holding 20 percent or more of any issued share capital;
 - (vi) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;
 - (vii) Related Bodies Corporate;
 - (viii) for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any); and
 - (ix) if an Australian company, its ACN/ARBN and ABN as applicable; and
 - b. copies of Annual Statement of Financial Position, Income Statement and Statement of Cash Flows, with the appropriate accompanying notes for the three previous financial years. If the tenderer is part of a group of companies, those documents or the equivalent information is to relate to the tenderer as a single entity, unless granted relief under the relevant Australian Securities and Investments Commission class order.

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Tenderers participating in the FSPP or ACVP:

- 2.9 Tenderers that are participating in the FSPP (ie, listed in the FSPP or ACVP registers as at the time of tender lodgement) are to:
- a. state that they are participating in the FSPP and whether they have ACVP status; and
 - b. provide the following details of the tenderer:
 - (i) the full name of the tenderer;
 - (ii) if an Australian company, its ACN/ARBN and ABN as applicable; and
 - (iii) if a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any).

Option: Include this clause if the procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.

Note that if a Defence specific exemption from Division 2 of the CPRs applies, this option is still to be used.

Note to tenderers: In performing any resultant Contract, the tenderer is to comply with its obligations under the Workplace Gender Equality Act 2012 (Cth). Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:

- <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>

- 2.10 If the tenderer is a Relevant Employer, the tenderer is to:
- a. provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its tender; or
 - b. advise that it is a Relevant Employer as part of its tender and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 2.11 For the purposes of clause 2.10, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.

Option: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy obligates the Commonwealth to obtain STRs from tenderers. For information about this policy refer to:

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

- 2.12 Tenderers are to:
- a. provide as part of their tender any of the following STRs that are applicable to the tenderer; and
 - b. in accordance with clause 1.9.3 of the Conditions of Tender, obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

Table A-1: Tenderer / Subcontractor STR requirements

| If the tenderer / subcontractor (as the case may be) is: | STRs required: |
|---|----------------|
| (a) | (b) |

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| | |
|--|--|
| a. a body corporate or natural person; | a satisfactory and valid STR in respect of that body corporate or person; |
| b. a partner acting for and on behalf of a partnership; | a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable); |
| c. a trustee acting in its capacity as trustee of a trust; | a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust; |
| d. a joint venture participant; | a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator; |
| e. a member of a Consolidated Group; | a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group; |
| f. a member of a GST Group; | a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative. |
| 2.13 | If a tenderer has requested any of the STRs required under clause 2.12 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the tenderer is to provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time. |

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Option: Include these clauses if the procurement is valued at over \$200,000 (GST inclusive).

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

- <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>;
- <https://www.finance.gov.au/business/buyaustrianplan>; and
- <https://www.ato.gov.au/businesses-and-organisations/international-tax-for-business/working-out-your-residency>.

This information will not be used to exclude a tenderer from participation in the RFT process. Queries relating to the collection and use of data for an entity's country of tax residency can be directed to the Department of the Treasury at MNETaxTransparency@treasury.gov.au.

2.14 Tenderers are to provide:

- a. the tenderer's country of tax residency; and
- b. the tenderer's ultimate parent entity's country of tax residency.

2.15 In responding to clause 2.14, if the tenderer or the tenderer's ultimate parent entity has multiple tax residencies, each of the countries of which they are a tax resident shall be disclosed.

2.16 Tie-breaker rules (where an entity is considered a resident of one treaty country only for the purposes of that treaty) are not relevant in determining how to respond to clauses 2.14 and 2.15.

Option: This clause must be used when a procurement has an estimated value above \$4 million (inc GST) and is not subject to a Defence exemption under paragraph 2.6 of the CPRs.

Note to tenderers: The Payment Times Procurement Connected Policy imposes obligations on Commonwealth contractors with an annual income of over \$100 million to pay invoices under their subcontracts (up to \$1 million (inc GST)) within 20 days. For further information refer to:

- <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>.

2.17 Tenderers are to include the boxes below in their tender, and identify whether or not the Tenderer is a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PT PCP) by ticking the appropriate box.

- The tenderer **is** a Reporting Entity.
- The tenderer **is not** a Reporting Entity.

Note: A Reporting Entity means a 'Reporting Entity' within the meaning of the Payment Times Reporting Act 2020 (Cth) (PTR Act).

Option: For use when the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract.

Note to drafters: This clause only applies if the PEPPOL framework will be used for any resultant Contract. If the Commonwealth Pay On-Time Policy does not apply (refer to the link below), the PEPPOL framework and this clause should be removed prior to RFT release.

Note to tenderers: The Commonwealth Pay On-Time Policy requires the Commonwealth to make payments within maximum payment terms, depending on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. Maximum payment term will be:

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- **5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or**
- **20 days where the PEPPOL framework does not apply.**

Further information on the Pay On-Time Policy is available at:

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417>

2.18 Tenderers are to include the boxes below in their tender, and identify whether or not the Tenderer has the capability to use electronic invoicing through the Pan-European Public Procurement On-Line (PEPPOL) framework.

- The tenderer **does** have the capability for the PEPPOL framework to apply.
- The tenderer **does not** have the capability for the PEPPOL framework to apply.

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3. SCHEDULE OF PROPOSED SUBCONTRACTORS (CORE)

Draft COC reference: clause 11.9

3.1 Tenderers are to provide the details in the format at Table A-2 of all proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC, including details of any exception sought in accordance with clause 11.9.5 of the draft COC for a proposed Subcontractor.

Note to drafters: Insert a number in the clause below that represents a reasonable portion of overall draft Contract scope and risk.

3.2 Of the proposed Subcontractors identified in response to the criteria listed in clauses 11.9.3b to 11.9.3e of the draft COC, tenderers are to provide the details set out in clauses 2.1a, 2.1b and 2.8 or 2.9 of this annex, for the [...INSERT EG, "ten"...] proposed Subcontracts with the highest work value. If the proposed Subcontractor has not been identified at the time of tender closing, tenderers are to complete the Schedule of Proposed Subcontractors with the extent of information known for the work to be Subcontracted.

3.3 If a proposed Subcontractor, under the Subcontract, meets the criteria listed at clause 11.9.3c or 11.9.4 of the draft COC, tenderers are to indicate in Table A-2 that an Approved Subcontractor Deed will be required from the Subcontractor in accordance with clause 11.9.13 of the draft COC.

Note to drafters: This clause 3.4 must be used when a procurement is subject to the Shadow Economy Procurement Connected Policy.

3.4 If a proposed direct Subcontractor will provide goods or services with an estimated value of over \$4 million (inc GST) under the Subcontract, the tenderer is to obtain and hold a satisfactory and valid STR from that direct Subcontractor. Tenderers are to identify any such proposed direct Subcontractors in column (i) of Table A-2.

Table A-2: Schedule of Proposed Subcontractors

| Proposed Subcontractor and ABN/ACN (if applicable) | Work to be Subcontracted (including technical significance) | CWBS reference (if applicable) | AIA references (if applicable) | Equipment / Services | Location of work to be performed (incl. postcode) | Approved Subcontractor Deed required (Yes/No) (see clause 11.9 of draft COC) | Subcontract Value (\$A) (per annum) | STR required (Yes/No) | Reporting Entity Subcontract or PT PCP Subcontract? (identify which) | Comments |
|--|---|--------------------------------|--------------------------------|----------------------|---|--|-------------------------------------|-----------------------|--|----------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| [ANZ Subcontractors] | | | | | | | | | | |
| | | | | | | | | | | |
| [Overseas Subcontractors] | | | | | | | | | | |
| | | | | | | | | | | |

ANNEX A TO ATTACHMENT A

4. STATEMENT OF NON-COMPLIANCE (CORE)

- 4.1 If a tenderer does not fully comply with any clause of the annexes to the COT (excluding Annex B), the draft COC and attachments, the draft SOW and annexes, the draft Data Item Descriptions and the draft Detailed Service Descriptions, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table A-3. Tenderers are to include details of:
- a. the extent of, justification for and impact of non-compliance;
 - b. details of any proposed drafting amendments; and
 - c. the location in the tender where further non-compliance details and comments (if any) can be found.
- 4.2 Responses are to be in the order in which the clauses appear and refer to the relevant clause number, annex, attachment, DID or DSD.
- 4.3 A tenderer will be deemed to be fully compliant with any clause not listed in the Statement of Non-Compliance.

Note to tenderers: Failure to indicate all non-compliances in Table A-3 may constitute false, misleading or deceptive conduct for the purposes of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) or Division 137 of the Criminal Code Act 1995.

Table A-3: Statement of Non-Compliance

| | Clause No. | Non-Compliance | Comments | Location in Tender |
|--|------------|----------------|----------|--------------------|
| Annexes (excluding Annex B) to Attachment A to the COT | | | | |
| Draft COC | | | | |
| Attachments to the draft COC | | | | |
| Draft SOW | | | | |
| Annexes to the Draft SOW | | | | |
| Draft Data Item Descriptions | | | | |
| Draft Detailed Service Descriptions | | | | |

ANNEX B TO ATTACHMENT A

TENDERER'S DEED OF UNDERTAKING (CORE)

Note to tenderers: Tenderers must provide a deed in the following format.

This deed poll is made on the (INSERT DATE)

BY:

(INSERT NAME, ACN/ABN and ARBN if APPLICABLE) ('Tenderer')

1. DECLARATIONS (CORE)

- 1.1 This deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('Commonwealth').
- 1.2 This deed poll is provided in connection with the Request for Tender [INSERT RFT NUMBER] (RFT) issued by the Commonwealth and the tender ('Tender') submitted by the Tenderer in response to the RFT. Terms defined in the RFT have the same meaning when used in this deed poll.
- 1.3 For the avoidance of doubt, the RFT process includes any ODIA process conducted by the Commonwealth and a reference to a Tender in this deed poll includes a reference to a Tender, or part of a Tender, submitted to the Commonwealth pursuant to any ODIA process.
- 1.4 Each representation and warranty in this deed poll is given:
 - a. as at the date of this deed poll; and
 - b. on each date that the Tenderer resubmits any part of its tender under the RFT.
- 1.5 The Tenderer submits its Tender to provide the Services solicited by the RFT at the prices tendered and, subject to the Statement of Non-Compliance included as part of its Tender, in accordance with the draft Contract.

2. ACKNOWLEDGEMENTS (CORE)

- 2.1 The Tenderer acknowledges and agrees:
 - a. to the Commonwealth's rights as set out in the RFT and this deed poll, including the Commonwealth's rights to exclude the Tender;
 - b. that the Tender has been prepared in accordance with the RFT and is accurate, complete and not misleading;
 - c. that the Commonwealth can utilise all relevant information about the Tenderer's performance on Commonwealth procurement activities;
 - d. that the Tenderer has conducted and will conduct itself during the RFT process in a manner that is at least consistent with the requirements set out in the 'Promoting Confidence in Defence Procurement Processes' section of the Defence publication *Defence and the Private Sector - Working with Integrity* which is available at <https://www.defence.gov.au/business-industry/industry-governance/industry-regulations/defence-and-private-sector-working-integrity>
 - e. that the Tenderer has relied entirely upon its own inquiries and inspection in preparing its Tender;
 - f. that the Tenderer has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of the Commonwealth, as adding to or amending the RFT, except for any addendum issued by the Commonwealth that expressly add to or amend the RFT;
 - g. that the Tenderer does not have any judicial decisions against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for

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appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;

- h. that Defence may provide any information collected or provided during the course of the RFT process (including regarding breaches of workplace relations law, work health and safety law or worker's compensation law) to other Commonwealth entities or regulatory bodies; and
- i. that Defence, as a Commonwealth entity, is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFT process on the successful Tenderer and information on any resultant Contract in the AusTender website.

2.2 The Tenderer acknowledges and agrees that the RFT is an invitation to treat and to the extent permitted by law and subject to clause 2.3:

- a. no binding contract (including a process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and the Tenderer unless and until a Contract is signed by the Commonwealth and the Tenderer; and
- b. the Commonwealth has no liability to the Tenderer for any compensation on any basis whatsoever in connection with the Tenderer's participation in the RFT.

2.3 Clause 2.2 does not apply to this Deed, any confidentiality deed executed by the Tenderer, or any other deed or contractual arrangement entered into by the Tenderer as required by the Commonwealth from time to time.

3. ACCEPTANCE (CORE)

3.1 The Tender submitted by the Tenderer in response to the RFT shall remain open for the Tender Validity Period specified in the Tender Details Schedule (as extended under clause 2.8 of the Conditions of Tender, if applicable).

3.2 The Tenderer acknowledges and agrees that the Tender is an unconditional offer and, to the extent reasonably possible, the Tenderer will obtain any necessary Authorisations to enable it to enter into any resultant Contract on an unconditional basis.

4. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES (CORE)

4.1 The Tenderer represents and warrants that there has not been and will not be any collusive tendering, anti-competitive conduct, or any other similar conduct (including the exchange of information with other tenderers) by it or its Related Bodies Corporate, or any officer, employee, agent or advisor of any of them, in relation to:

- a. the preparation or lodgement of tenders;
- b. the evaluation and clarification of tenders; and
- c. the conduct and content of negotiations, including final Contract negotiations, in respect of the RFT process.

4.2 The Tenderer represents and warrants:

- a. that the Tender has not been compiled:
 - (i) with the improper assistance of current or former Commonwealth Personnel or Defence Service Providers;
 - (ii) with the utilisation of information improperly obtained from the Commonwealth; or
 - (iii) in breach of an obligation of confidentiality to the Commonwealth;
- b. that it and any Related Bodies Corporate, and their officers, employees, agents and advisers have and will, during the RFT process, comply with any applicable laws or

ANNEX B TO ATTACHMENT A

Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender; and

- c. without limiting clause 4.2a that it and any Related Bodies Corporate have not and will not, without prior written approval from the Commonwealth, permit any current or former Commonwealth Personnel, or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the Tender or the RFT process, if:
- (i) the person was involved at any time in the planning of the procurement to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
 - (ii) the person was at any time during the 12 months immediately preceding the date of issue of the RFT involved in a Defence procurement process or activity relevant or related to the RFT; and
- d. it is aware of the provisions of the Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and Division 137 of the *Criminal Code Act 1995* (Cth) and its tender does not contain any false, misleading or deceptive, claims or representations.

- 4.3 The Tenderer represents and warrants that the following is a complete list of any offences relating to bribery, misuse of public information, false accounting or corruption or attempted corruption of a public official or similar offences that would tend to undermine public trust of which the Tenderer or its Related Bodies Corporate have been convicted of during the last 7 years, or of which the Tenderer or its Related Bodies Corporate are currently charged:

[INSERT DETAILS OF ALL SUCH OFFENCES OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']

- 4.4 The Tenderer represents and warrants that it has no actual, potential or perceived conflict of interest relating to the RFT process, except as set out below: **[INSERT DETAILS OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**

- 4.5 If in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed in connection with the RFT process, the Tenderer must notify the Commonwealth promptly in writing. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under this clause or which otherwise comes to the attention of the Commonwealth during the RFT process.

- 4.6 The Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if in the opinion of the Commonwealth:

- a. the Tenderer fails to take any steps required by the Commonwealth to resolve or deal with a conflict of interest;
- b. the Tenderer fails to comply in any other respect with this clause 4; or
- c. any representation or warranty of the Tenderer under this clause 4 is incorrect or misleading in any material respect.

- 4.7 The Tenderer represents and warrants that none of the Tenderer, its Related Bodies Corporate, or officers of either:

- a. have been found in the past three years to have committed a material breach; or
- b. are currently in material breach,

of any law, regulation or code that would be relevant to any resultant Contract, including those in relation to employment or workplace relations (including regulations relating to ethical employment practices), WHS or the environment, other than the following:

[INSERT DETAILS OF PREVIOUS OR CURRENT BREACHES, OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']

and the following actions have been taken to remedy any such material breach:

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[INSERT DETAILS OF ACTIONS TAKEN (INCLUDING POLICIES IN PLACE) TO RESPOND TO EACH SUCH BREACH, OR IF NO BREACHES ARE LISTED ABOVE INSERT 'NOT APPLICABLE'].

Note to drafters: Include clause Error! Reference source not found. if the Shadow Economy PCP applies to the RFT.

4.8 The Tenderer represents and warrants that if it enters into a resultant Contract with the Commonwealth in relation to the RFT, it shall comply with clauses 12.3.5 to 12.3.8 of the draft Contract.

Note to drafters: Include clause 4.8 if the PT PCP clauses are included in clause 11.9 of the COC.

Note to tenderers: Tenderers are to include the following clause if the tenderer is a Reporting Entity and clauses 11.9.15 – 11.9.19 have been included in the COC.

4.9 The Tenderer undertakes that if, in anticipation of entering into a resultant Contract with the Commonwealth, it enters into a Reporting Entity Subcontract, the tenderer shall include in that subcontract:

- a. an obligation to comply with the Payment Times Procurement Connected Policy (PT PCP); and
- b. using its reasonable endeavours, a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
 - (i) obligations equivalent to those in clause 4.9a; and
 - (ii) obligations equivalent to this clause 4.9b (such that the obligations in this clause 4.9b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

5. SURVIVAL (CORE)

5.1 This deed poll survives the termination or expiry of the RFT.

6. GOVERNING LAW (CORE)

Note to drafters: Prior to release of the RFT drafters are to insert the same jurisdiction as selected under clause 12.1 of the draft COC and the Details Schedule.

6.1 The laws of [INSERT JURISDICTION] shall apply to this deed poll. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this deed poll or in connection with the RFT.

7. TERMINATION AND AMENDMENT (CORE)

7.1 This deed poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

8. CONTACT DETAILS (CORE)

8.1 The Tenderer’s contact details for the purpose of the RFT and this deed poll are set out below.

NAME (Block Letters):

TELEPHONE NUMBER:

EMAIL ADDRESS:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the ‘Executing Agreements Fact Sheet’, found on the Procurement and Contracting intranet page at:

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- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Tenderer's execution of the Deed. The Tenderer should seek its own independent legal advice on its execution of the Deed.

Executed as a Deed Poll

(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)

ANNEX C TO ATTACHMENT A

COMMERCIAL (CORE)

1. IMPORTATION OF SERVICES AND EXPORT APPROVALS (CORE)

Draft COC reference: clauses 3.4 and 3.5

Note to tenderers: Tenderers must inform themselves of the export control status of the tendered Services and comply with Australian and Foreign Government controls related to the export of defence and dual-use goods, including if the export is from an Australian contractor to an overseas subcontractor or Related Body Corporate, for the purposes of a contract.

Advice on the control status of goods and services can be requested by emailing Defence Export Controls at ExportControls@defence.gov.au. Further information may be found at:

- <https://www.defence.gov.au/business-industry/export/controls>.

1.1 Tenderers proposing to import parts of the Services are to provide:

- a. an indication of what is being imported;
- b. evidence from the Government of the country of origin that the tenderer will be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;
- c. identification of any specific limitations or provisos that the Government of the country of origin could reasonably be expected to place on the Export Approval with respect to individual items of tendered Services including, as applicable, TD and Software;
- d. details of other approvals required in addition to, or as part of, the grant of Export Approvals (eg, technical assistance agreements) and the impact to schedule of gaining such approvals; and
- e. details of any rejected application for, or refusal to grant, an Export Approval for goods, similar to those within the Services, which may have a bearing on an application to export the Services.

2. LIABILITY (CORE)

Draft COC reference: clause 10.10

Note to drafters: Refer to clause 10.10 of the draft COC for notes on liability risk assessments.

Note to tenderers: The liability caps and insurance requirements in clauses 10.10 and 9 respectively of the draft COC are based on a liability risk assessment conducted by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template; both can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/liability-risk-management>.

2.1 If a tenderer proposes to limit its liability on an alternative basis to that set out in clause 10.10 of the draft COC (eg, by proposing a liability limitation or exclusion additional to those set out in clause 10.10), the tenderer is to provide the following details:

- a. the terms of the tenderer's proposed limitation of liability, including their proposed monetary cap for each category of loss/liability set out in clause 10.10.1 and 10.10.3 (if applicable) of the draft COC;
- b. an explanation of why the tenderer requires a limitation of its liability regime different to that proposed in clause 10.10 of the draft COC; and
- c. the impact (if any) of these changes on the insurance requirements of the draft COC.

3. INSURANCE (CORE)

Draft COC reference: clause 9

Note to tenderers: Refer to clause 9.1 of the draft Contract for information on the Approved Contractor Insurance Program (ACIP) and the current ACIP status of participating companies.

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For insurance policies other than ACIP approved insurance policies, the Commonwealth will seek comprehensive details from the preferred tenderer(s) during negotiations for any resultant Contract. The Commonwealth reserves the right to request additional insurance policies based on any circumstances assessed as being relevant to the Commonwealth's risk assessments.

- 3.1 All tenderers are to indicate in their Statement of Non-Compliance the extent to which they do not comply with the insurances required by the draft COC (provided that tenderers with ACIP status are deemed compliant in relation to the insurances that are within their ACIP approval).
- 3.2 All tenderers are to identify in their tendered prices detailed in the 'Specific Prices' worksheet of the Support Pricing Workbook (SPTPW) submitted under TDR D, details of all costs associated with the insurance policies covered in the tenderer's insurance response.

4. TECHNICAL DATA AND SOFTWARE RIGHTS (CORE)

Draft COC reference: clause 5

Note to drafters: Refer to clause 5 of the draft COC regarding analysis and tailoring requirements

Note to tenderers: Tenderers are required to submit a draft TDSR Schedule, and ensure that any restrictions set out in their draft TDSR Schedule do not materially limit the achievement of the Commonwealth's sustainment objectives with respect to the Products Being Supported, affect the Commonwealth's rights at clause 5.3 of the draft COC (otherwise than as provided for below), or the tenderer's compliance with the warranties contained in clause 5 of the draft COC.

Tenderers should familiarise themselves with the ASDEFCON Technical Data and Intellectual Property Commercial Handbook, which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/intellectual-property-framework>.

- 4.1 Tenderers are to provide a draft TDSR Schedule in the form of Attachment G to the draft COC by specifying the following:

Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Annex A should only include TD or Software the disclosure of which would have a major adverse effect on the commercial interests of the Contractor or Approved Subcontractor. This TD or Software must be clearly identified at its lowest constituent / configuration item and linked to the TDL. Highly Sensitive TD and Highly Sensitive Software would generally already exist at the Effective Date and not include TD or Software specifically created under the Contract for the Commonwealth.

- a. Annex A - all items of TD and Software to be identified as Highly Sensitive TD and Highly Sensitive Software and all proposed restrictions that will apply to the Commonwealth's rights to Use and Sublicense the specified TD and Software;
- b. Annex B - all restrictions proposed that would limit the:
 - (i) TD and Software rights to be granted under clause 5.3.3b(ix) of the draft COC; and
 - (ii) delivery of TD and Software to the Commonwealth or other persons under clause 5.13 of the draft COC;

Note to tenderers: The Commonwealth may require that a Commercial Item be listed as a Key Commercial Item in Annex C to the TDSR Schedule, notwithstanding that it is not owned by the Contractor, Approved Subcontractor or a Related Body Corporate of the Contractor. This may be required if the Commonwealth considers that the relevant Commercial Item is of high value or particular significance to the sustainment of the Products Being Supported.

- c. Annex C - any Key Commercial Items proposed to be provided as, or as part of, the Deliverables and the proposed licence terms in respect of the related Commercial TD and Commercial Software in accordance with clause 5.4.3 of the draft COC;

Note to tenderers: The Commonwealth may require ownership of certain TD and Software for reasons relating to national security and / or strategic interests associated with the sustainment of the Products Being Supported (Commonwealth TD or Commonwealth Software). If TD and

ANNEX C TO ATTACHMENT A

Software is specified as Commonwealth TD / Commonwealth Software, then ownership of IP created under the Contract in respect of those items will vest in the Commonwealth.

If any Commonwealth TD or Commonwealth Software contains IP created outside the Contract and Subcontracts (eg, in existence prior to Effective Date), the Contractor is to grant a licence to the Commonwealth under clause 5.3 of the draft COC (subject to any proposed restrictions listed in Annex B to Attachment G). Tenderers should not propose restrictions that prevent the use of the Commonwealth TD or Commonwealth Software as provided by clause 5.16.1b of the draft COC.

- d. Annex D - in relation to any items or equipment specified in Annex D for which the Commonwealth has identified that it is to own the IP created under the Contract or a Subcontract (Commonwealth TD or Commonwealth Software), the tenderer is to include, to the extent known, details of the TD or Software of those items or equipment at the system, subsystem or component level;

Note to tenderers: The Commonwealth will only agree to entities being Excluded Parties in exceptional circumstances, to prevent certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.3.3a and 5.7.1b(i) of the draft COC. However, the Commonwealth will be permitted to grant Sublicences to Excluded Parties in other circumstances permitted under clause 5 of the draft COC.

- e. Annex E - those parties who are proposed by the tenderer to be excluded from being a Commonwealth Service Provider for the sole purpose of the licences granted under clauses 5.3.3a and 5.7.1b(i) of the COC. The tenderer is to include the period of the restriction, which cannot be perpetual; and
- f. Annex F - details of any restrictions that limit the licences granted to the Commonwealth under the Contract in relation to Patents, Registrable Designs or Circuit Layouts, in accordance with clause 5.18 of the draft COC.
- 4.2 Tenderers are to provide detailed justification for all proposed restrictions or other terms included in the draft TDSR Schedule (to the extent it knows what the restrictions are or are likely to be), including a detailed explanation of how any such restrictions will not detrimentally impact the sustainment of the Products Being Supported.
- 4.3 Tenderers are to identify in their tender any Commercial TD and Commercial Software for which the licence to be granted to the Commonwealth for the purposes of clause 5.4.4 of the draft COC, will or is likely to require the Commonwealth to pay a Royalty or other fee (not otherwise included in the tendered price and payment details).

5. ECONOMIC BENEFITS TO THE AUSTRALIAN ECONOMY (CORE)

Note to tenderers: For an explanation of economic benefits, refer to the Department of Finance:

- https://www.finance.gov.au/sites/default/files/2024-07/consideration-of-broader-economic-benefits-in-procurement_july-2024.pdf.

- 5.1 Tenderers are to provide details of the direct economic benefits that any resultant Contract would achieve for the Australian economy.

ANNEX D TO ATTACHMENT A

FINANCIAL (CORE)

1. TENDERED PRICING INFORMATION – GENERAL REQUIREMENTS (CORE)

Draft COC reference: clause 7 and Attachment B

Note to tenderers: The 'Support Pricing Workbook' (SPTPW), as part of this TDR D, collects financial information for tenders, calculates Australian Contract Expenditure (ACE), and is in a format suitable for Annexes to Attachment B of any resultant Contract. For guidance, refer to the [Support Pricing Workbook Guide](#) and the [ACE Guide for ASDEFCON](#).

Note to drafters: Update the SPTPW to support this Annex. Amend the list of worksheets below for the draft Contract; for example, if a Contractor Standing Capability will be included or not.

- 1.1 Tenderers are to complete and submit tender pricing information within the Microsoft Excel® Workbook titled 'Support Pricing Workbook' (SPTPW), including the following worksheets:
- a. Core Services worksheets (for the applicable number of stages in the Initial Term);
 - b. Excluded Services (for the applicable number of periods in the Initial Term);
 - c. Task Priced Services;
 - d. S&Q Services;
 - e. Milestone Schedule;
 - f. Contractor Standing Capability;
 - g. Further Quantities (including prices for any optional extras);
 - h. Schedules of Rates (including the Schedule of Margins, Labour Rates, Material, and Other Direct Cost worksheets);
 - i. Specific Prices;

Note to drafters: The SPTPW has two options for Adjustments. The complex method provides greater accuracy for when Prescribed ACE Percentages are required, or when multiple indices apply to labour and/or materials in a currency (eg, two national wage price indices both in Euros).

- j. Adjustments [...INSERT '(Simple)' or '(Complex)'...] (including the preferred index series in each applicable currency, and component values (weightings) for each index);
 - k. Payment Schedule;
 - l. ACE Summary; and
 - m. if additional currencies are required, the Constants worksheet.
- 1.2 Prices for tendered Services are to be stated in Australian dollars except for any portion of the Services to be imported from overseas, which is to be stated in foreign currency. All prices tendered will be in Base Date dollars (noting that prices under any resultant Contract will be subject to periodic adjustment, in accordance with clause 7.4 of the COC).
- 1.3 Tendered prices (and rates for ad hoc Services) are to be inclusive of all costs (and fees, including profit) of complying with the draft Contract and associated with providing the Services and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contract. Tenderers are not to include contingency for exchange rate fluctuations in their tendered price.
- 1.4 Tenderers are required to submit tender prices inclusive of all overseas taxes and charges and all Australian (Federal, State and Local Government) taxes including GST, duties and charges that are applicable at the Base Date. For Services (including deliverables) on which GST will be payable, the tenderer is to indicate the amount of GST to be applied.

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Note to tenderers: The Defence Cost Principles can be found here:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/cost-principles>

The Australian Contract Expenditure (ACE) Measurement Rules can be found here:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance>

Note to Drafters: In accordance with Chapter 2 of the Defence Cost Principles V3.0, there are some cases where exceptions to the Defence Cost Principles may apply.

For guidance in relation to application of the Defence Cost Principles, refer to Commercial and Financial Analysis Directorate at:

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/4DF33272-EE23-45FF-B074-FBD845E9FDC7>

or by email at:

- casg.cfa@dpe.protected.mil.au

Where the Defence Cost Principles are not applicable, drafters should ensure that the pricing response requirements of the RFT ensure sufficient transparency of pricing in order to evaluate and establish value for money.

1.5 Tenderers are to apply:

Option: Include this clause if the Defence Cost Principals are being used to develop the tendered pricing for this procurement and any exception under Chapter 2 of the Defence Cost Principles does not apply.

- the Defence Cost Principles when preparing tendered prices; and
- the Australian Contract Expenditure (ACE) Measurement Rules, when defining the ACE and Imported Contract Expenditure (ICE) within tendered prices.

2. TENDERED PRICING INFORMATION – SPECIFIC REQUIREMENTS (CORE)

Draft COC reference: clause 7 and Attachment B

2.1 Tenderers are to provide a justification for the tendered management reserve (MR) figures used in the SPTPW, explaining how these figures have been derived from the tendered Risk Register (from TDR E-5) and allocated to the tendered prices.

Note to tenderers: A Mobilisation Payment may be considered if the tenderer demonstrates that it represents value for money to the Commonwealth (eg, to establish an in-country capability). If a Mobilisation Payment is considered appropriate, a Bank Guarantee in accordance with clause 7.5 of the draft COC will be required.

2.2 **Mobilisation Payment.** If a tenderer seeks Mobilisation Payment(s) for any resultant Contract, they are to state the amount, purpose(s), and date of the proposed Mobilisation Payment(s).

Note to drafters: Include any Commonwealth-specified Milestones in the ‘Milestone Schedule’ worksheet of the SPTPW, and ensure that these are consistent with Attachments C and D.

Note to tenderers: Ensure that the ‘Milestone Schedule’ worksheet is consistent with Milestone criteria in Attachment C to the draft COC. Subject to negotiations, the successful tenderer’s response to clause 2.4 will be incorporated into Attachment C (Delivery Schedule).

2.3 **Milestones and Milestone Payments.** When preparing the ‘Milestone Schedule’ worksheet, tenderers are to include:

- the amount of each proposed Milestone Payment for the identified Milestones, or a zero amount (eg, for the commencement of a new period of Recurring Services Fees); and
- any other proposed Milestones and their corresponding details, including payments.

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- 2.4 Tenderers are to provide a proposed update to Attachment C to the draft COC (Delivery Schedule), which:
- is consistent with the Statement of Non-Compliance at TDR A-4;
 - identifies any additional Milestones proposed by the tenderer;
 - provides the information for each Milestone required by Attachment C, including the proposed entry and exit criteria; and
 - is consistent with the Milestones listed in the 'Milestone Schedule' worksheet of the SPTPW, and any Milestones set out in Attachment D to the draft COC.

- 2.5 When responding to clauses 2.3 and 2.4, tenderers are to:
- if a proposed Milestone date is not specified or is not considered suitable, identify and provide an explanation for a preferred date for achieving the Milestone; and
 - if a Milestone designates the start of a Recurring Services Fees period (eg, a stage in Ramp Up of Core Services), detail the Milestone entry – exit criteria (in Attachment C to the draft COC) that account for the change in Recurring Service Fees.

Note to tenderers: A Core Services worksheet is required for each payment period, including for each Ramp Up stage, if applicable, and for subsequent annual periods in the Initial Term.

- 2.6 **Core Services Fee.** When defining the Core Services Fees, tenderers are to:
- apply a pricing structure that is consistent with the Contract Summary Work Breakdown Structure in the draft Glossary, and the guidance within Annex A to DID-SSM-CWBS;
 - demonstrate that the full scope of the Core Services have been captured; and
 - insert additional worksheets, if required, to define additional payment periods (eg, for more stages within Ramp Up that increase the range and/or scale of Core Services).

Note to drafters: In clause 2.7 insert the number of high-value proposed Approved Subcontracts for which detailed pricing is required, in order to obtain visibility of ACE. Only a small number of high-value Subcontracts are needed to capture a meaningful portion of the Contract value.

Note to tenderers: Limiting the detailed pricing to a number of proposed Approved Subcontracts does not limit any other tender data requirement; however, it assists the Commonwealth to assess ACE and work-related risks. Additional detail, including for other proposed Approved Subcontracts, may be sought during contract negotiations for any resultant Contract.

- 2.7 When identifying 'Approved Subcontract prices (on an annual basis)' within the pricing structure of SPTPW 'Core Services' worksheets, tenderers are to:
- identify the [...INSERT NUMBER EG. 'three' or 'five'...] proposed Approved Subcontracts with the highest expected ACE, or all proposed Approved Subcontracts with Australian Entities if there are less than [...INSERT NUMBER...];
 - for the proposed Approved Subcontracts identified in accordance with subclause 2.7a, include a breakdown of Subcontract prices (ie, direct costs to the Contractor under any resultant Contract) into labour, materials, other direct costs, and non-Approved Subcontract prices, as applicable; and
 - for any other proposed Approved Subcontracts (ie, not identified under subclause 2.7a), include pricing within the non-Approved Subcontract Prices column.

Note to drafters: If known (eg, for GFF), direct costs may be listed on the Excluded Services worksheet, otherwise identify the basis for any known fees (eg, in relation to GFF).

Note to tenderers: Excluded Services Fees apply to costs that are 'passed through' to the Commonwealth (with general and administrative charges but no profit), such as lease fees or utilities contributions for Government Furnished Facilities (GFF).

- 2.8 **Excluded Services Fee.** When defining Excluded Services Fees, if applicable, tenderers are to:
- amend the worksheet to define the payment periods for Excluded Services Fees (eg, stages within Phase In or Ramp Up when Excluded Services Fees start or change); and

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- b. define the events that designate the start of each payment period for Excluded Services Fees as Milestones in draft Attachment C (including Milestone entry and exit criteria).
- 2.9 **S&Q Services.** When defining the labour rates for S&Q Services, tenderers are to:
- a. identify the labour categories and skill levels that may carry out S&Q Services described in the draft SOW (including DSDs) and provide hourly rates for both normal time and other time; and
- b. define 'normal time' and 'other time' for the purposes of the labour rates used for S&Q Services (eg, normal time is 8 hrs/day any Working Day between 07:00 – 19:00).

Note to drafters: Insert a threshold amount in the note to tenderers below.

Note to tenderers: Lower mark-ups are expected on high-value Contractor-purchased Materials, Subcontracts and Other Direct Costs. Mark-ups on purchases over [INSERT AMOUNT] will be negotiated.

- 2.10 When defining the mark-ups for materials, Subcontracts and Other Direct Costs for S&Q Services, tenderers are to explain the basis for the mark-ups, including in comparison to the margins for Recurring Services in the 'Schedule of Margins' worksheet.

3. ADJUSTMENTS (CORE)

Draft COC reference: clause 7.4

Note to drafters: Confirm with Commercial and Financial Analysis (CFA) that suitable and current foreign exchange rates are included in the SPTPW 'Constants' worksheet.

Note to tenderers: If payments for any resultant Contract include significant amounts in foreign currencies, Defence policy is to pay those amounts in source currency (to avoid contingency and currency hedging – see the 'Australian Government foreign exchange risk management – guidelines for entities – Resource Management Guide (RMG) 120'):

- <https://www.finance.gov.au/government/managing-commonwealth-resources/managing-risk-internal-accountability/foreign-exchange-risk-management>

If foreign currency amounts are not significant (generally less than A\$1 million), any resultant Contract may be written in Australian dollars with adjustments for exchange rates.

Foreign exchange rate not listed in the SPTPW may be added to the 'Constants' worksheet.

- 3.1 Tenderers are to provide the following information which will be necessary in the event that any resultant Contract is written in Australian dollars for a portion of the payments that are subject to adjustment for exchange rate fluctuations:
- a. percentage of the tendered price (inclusive of all duties and charges) that is proposed to be subject to adjustment for exchange rate fluctuations (per currency, if applicable);
- b. exchange rate for which the tendered price is based: \$A1 = (foreign currency); and
- c. name and address of the bank or financial institution whose rates were used in tender preparation or are proposed to apply to any resultant Contract, including reasoning, if different or additional to those included in the 'Constants' worksheet of the SPTPW.

Note to drafters: The SPTPW has two options for Price Adjustments. The more complex worksheet provides greater accuracy if Prescribed ACE Percentages are required. If applicable, include the following option. Also add reference to the CSC Services worksheet if applicable.

Option: Include this option when using the Adjustments (Complex) worksheet.

- 3.2 When identifying weightings in the Adjustments worksheet, tenderers are to identify which sets of indices (ie, columns A₁, A₂, etc) would be applied to different prices within the Core Services, Excluded Services, Task-Priced Services, S&Q Services and Milestone Schedule worksheets.

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4. AUSTRALIAN CONTRACT EXPENDITURE (CORE)

Draft COC reference: Attachment B clause 9, Attachment F clause 4

4.1 When preparing the SPTPW, tenderers are to calculate the ACE and the ICE for the payment types included in the draft Contract, in accordance with clause 7.15 of the draft COC.

Note to drafters: Delete CSC Fees in clause 4.2d if not applicable to the draft Contract.

If Recurring Services are likely to exceed AUD \$20m per annum, Prescribed ACE Percentages will be requested (refer to TDR G). Refer to the AIC Guide for ASDEFCON for additional clauses.

Note to tenderers: In relation to Australian Industry Capability (AIC), the Commonwealth will assess proposed ACE. Note that the sum of the Recurring Services Fees (for Core Services and any Excluded Services) and any Milestone Payments, equate to the Defined Contract Value referred to in TDR G-3.

4.2 Tenderers are to complete the ACE Summary worksheet of the SPTPW for the Initial Term of any resultant Contract, and details of the proposed payments and ACE total values for each of the following payment types (as applicable):

- a. Core Services Fees;
- b. Excluded Services Fees;
- c. Milestone Payments (including for Phase-In Services); and
- d. Contractor Standing Capability Fees (for the initial CSC Term).

Note to tenderers: Table B-2 of Attachment B may contain Subcontract categories, thresholds and deemed ACE and ICE percentages that are alternate or additional to those in the ACE Measurement Rules. Tenderers may propose new deeming rates in the form of Table D-1, but these will be subject to confirmation by Defence’s Commercial and Financial Analysis (CFA) Directorate before use in any resultant Contract. If CFA has previously agreed to alternate / additional Subcontract deeming rates, and the same Subcontractor(s) are to be used for a like purpose, these confirmed rates may be used in tendered pricing and the tenderer is to provide evidence that these have already been confirmed by CFA.

4.3 Tenderers may propose alternate and/or additional Subcontract categories, thresholds, and deemed ACE and ICE percentages to those listed in paragraph 3 of the ACE Measurement Rules and, if applicable, clause 9.2.1 of draft Attachment B, by providing a response in the format of Table D-1. Subject to confirmation by Commercial and Financial Analysis (CFA), alternate / additional Subcontract categories, thresholds and deemed ACE and ICE percentages will be considered by the Commonwealth for inclusion in any resultant Contract.

Table D-1: Approved Alternate and Additional Deeming Rates

| Nature of cost category / Subcontractor work | Applicable Threshold (GST exclusive) | Deemed ACE and ICE | |
|--|--------------------------------------|--------------------|------------------|
| | | ACE | ICE |
| (...INSERT description...) | (...INSERT threshold value...) | (...INSERT %...) | (...INSERT %...) |
| (...INSERT description...) | (...INSERT threshold value...) | (...INSERT %...) | (...INSERT %...) |

Note to tenderers: Paragraph 4 of the ACE Measurement Rules allows different percentages for deeming indirect costs. Any alternate deeming rates for indirect costs within tendered prices need to have been previously confirmed by CFA and included below. Proposals for new deeming rates will only be considered during contract negotiations with the preferred tenderer(s).

4.4 If alternate deeming rates for indirect costs (including overhead and general and administrative costs) have been confirmed by CFA, and the tenderer has used these in calculating ACE and ICE for the tenderer and/or proposed Approved Subcontractors within the tendered prices, the rates and date of confirmation are to be identified in accordance with the format in Table D-2.

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Table D-2: Deeming Rates for Indirect Costs

| Entity Name | Deemed ACE percentage | Deemed ICE% percentage | Date confirmed by CFA |
|-------------------------------------|-----------------------|------------------------|-----------------------|
| (... INSERT CONTRACTOR NAME ...) | (...INSERT %...) | (...INSERT %...) | (...DATE...) |
| (... INSERT SUBCONTRACTOR NAME ...) | (...INSERT %...) | (...INSERT %...) | (...DATE...) |

ANNEX E TO ATTACHMENT A

RESPONSE VOLUME: GENERAL (CORE)

1. CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (OPTIONAL)

Draft SOW reference: clause 3.2.3

Note to drafters: A draft CWBS can demonstrate a full understanding of the scope of work for a tendered price. Amend the CSWBS definitions in draft Attachment M for the intended scope of work.

- 1.1 Tenderers are to provide a draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary, in accordance with DID-SSM-CWBS and based on the Contract Summary WBS (CSWBS) elements in Attachment M to the draft Contract.
- 1.2 The draft CWBS is to contain sufficient detail to demonstrate an understanding of the work to undertake any resultant Contract, and the integration of program, cost and schedule controls.
- 1.3 The draft CWBS is to be provided in a tool such that it can be reviewed at any level of expansion (for instance using 'outline mode' in Microsoft Word or Excel).
- 1.4 The CWBS Dictionary is to define the scope of each CWBS element in the CWBS.

2. SUPPORT SERVICES MASTER SCHEDULE (OPTIONAL)

Draft SOW reference: clause 3.2.2

Note to drafters: If the draft Contract has no significant Milestones, the SSMS and this TDR will not be required. A draft Phase In Plan and draft Ramp Up Management Plan can also plan how to establish Services without an SSMS. Even if required in the SOW, an SSMS may not need to be tendered. If not required, delete the clauses below and annotate the heading as 'Not used'.

- 2.1 Tenderers are to provide a draft Support Services Master Schedule (SSMS) (in PDF and as a data file for the applicable software package) in accordance with DID-SSM-SSMS, as a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software. The SSMS should demonstrate a realistic approach, allowing for risks, and show the integration of proposed Approved Subcontractor activities.
- 2.2 The draft SSMS is to describe each Milestone, identify the party primarily responsible for its achievement (eg, Contractor or Commonwealth), and a scheduled date for accomplishment.
- 2.3 The draft SSMS is to contain sufficient detail to demonstrate an understanding of the work effort and schedule control required to successfully complete any resultant Contract.

3. KEY STAFF POSITIONS (CORE)

Draft COC reference: clause 3.12

Draft SOW reference: clause 9.1

Note to tenderers: The Commonwealth wants to understand the Key Staff Positions for any resultant Contract, and the tenderer's ability to attain Key Staff Positions to fill those positions.

- 3.1 Tenderers are to identify Key Staff Positions for any resultant Contract, based on the tenderer's strategies/plan for the activities in the draft Contract, and for each Key Staff Position:
 - a. identify the position title and related duties, responsibilities and delegated authorities;
 - b. propose a Key Staff Position specification defining the qualifications, training, essential and desirable experience, and other attributes required of the person filling the position;
 - c. identify the numbers of staff in the tenderer's organisation, including proposed Subcontractors, currently undertaking roles equivalent to the Key Staff Positions; and
 - d. describe the tenderer's strategy to fill the Key Staff Position.

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4. STAFF/SKILLS PROFILE (OPTIONAL)

Draft SOW reference: DID-SSM-SSMP clause 6.2.4

Note to drafters: A staff/skills profile should be requested in medium/larger support contracts.

Note to tenderers: A proposed staff/skills profile informs staffing-related risks, particularly during Ramp Up, contract viability, and associated costs.

- 4.1 Tenderers are to provide (in Microsoft Excel or the scheduling software used in response to TDR E-2) aggregate, labour-category-based, time-phased plans for the use of human resources in the performance of the Initial Term of any resultant Contract, which:
- a. identifies the staffing requirements on a quarterly basis, consistent with the draft SSMS provided in response to TDR E-2;
 - b. breaks down the staff requirements into labour categories, including those identified in response to TDR D-1, Schedule of Rates; and
 - c. identifies, for the tenderer, the Australian and New Zealand workforce.
- 4.2 Tenderers are to separately provide the information required by clause 4.1 for any proposed Approved Subcontractors that will provide a significant portion of the required Services for any resultant Contract (eg, those required to provide detailed pricing in response to TDR D-2).

5. RISK ASSESSMENT AND RISK REGISTER (CORE)

Draft SOW reference: clause 3.7

Note to tenderers: Assessed risks, the budget to treat risks and residual risk exposure, should correlate to the pricing of risk (ie, Management Reserve) in response to TDR D-2.

- 5.1 Tenderers are to provide a risk register prepared in accordance with DID-SSM-SSMP, which summarises the tenderer's assessment of the risks associated with the performance of any resultant Contract.

6. DEFENCE INDUSTRY SECURITY PROGRAM PHYSICAL AND INFORMATION / CYBER SECURITY REQUIREMENTS (OPTIONAL)

Draft COC reference: clause 11.10

Note to drafters: Include this clause if DISP membership at Level 1 is required for the draft COC. If the RFT is to include classified information, drafters should consult their Security Officer.

Note to tenderers: Refer to the Details Schedule in the draft COC for the DISP membership level, Physical Security, Information / Cyber Security, and COMSEC requirements for any resultant Contract. Also, refer to the Security Classification and Categorisation Guide attached to the draft Contract or contact the Contact Officer listed in the Tender Details Schedule.

- 6.1 Tenderers are to provide the following details for all premises proposed to be used for the storage of classified documents, classified assets, or the housing of ICT systems for the processing of data, up to and including the Physical Security and Information / Cyber Security DISP membership levels identified in the Details Schedule in the draft COC:
- a. physical address of facility;
 - b. facility accreditation(s) held (type and level), when granted and by whom; and
 - c. ICT system accreditation(s) held (type and level), when granted and by whom.
- 6.2 If appropriate DISP membership levels are not held, tenderers are to indicate their willingness to undergo the process to obtain the requisite DISP membership, or if unable to obtain DISP membership because it is not an Australian company, the tenderer is to advise:
- a. of the applicable Security of Information Agreement or Arrangement (SIA); and
 - b. how they would meet requirements equivalent to the DISP membership requirements of the draft Contract, and any risks associated with contract execution or management.
- 6.3 Tenderers are to provide the above information in relation to all Subcontractors who will require access to security classified information.

ANNEX E TO ATTACHMENT A**7. TECHNICAL DATA (OPTIONAL)**

- 7.1 Tenderers are to provide a draft Technical Data List (TDL), for any Technical Data that the tenderer would bring to any resultant Contract, identifying for each item of Technical Data:
- a. the item reference number, document number or drawing number, as applicable;
 - b. the name or title of the item of Technical Data;
 - c. a brief description of the item of Technical Data, including its purpose or use;
 - d. the product identifier and the name for the system / sub-system / Configuration Item (CI) / end-product (including hardware and Software) to which the Technical Data relates;
 - e. the source (eg, internal, or the name of Subcontractor/supplier that would provide it);
 - f. if applicable, cross-reference to the 'Unique Line Item Description' entry in the tendered Technical Data and Software Rights (TDSR) Schedule (refer TDR C-4);
 - g. any other restriction (eg, Export Approvals), identifying the related licence or agreement;
 - h. if applicable, the Australian or foreign security classification; and
 - i. the current or intended end-user of the Technical Data (eg, system operator, Contractor, applicable Subcontractor or Associated Party).

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8. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Draft COC reference: clauses 3.6, 5.1 and 5.5, and Attachment E

Draft SOW reference: clause 3.11

Note to drafters: Develop Attachment E to the draft COC to enable tenderers to transfer GFM details to the tender response format. Also refer to CASG Safety Management System (CASSafe) regarding the Requirement: 'Supply safe plant, substances, structures and radiation sources'.

Note to tenderers: Government Furnished Material (GFM) that is mandated or offered (if any) is listed in Attachment E to the draft COC. Additional GFM may be proposed by tenderers for any resultant Contract. Refer to the 'Specific Prices' worksheet of the SPTPW for Specific Prices to be tendered if GFM is not made available.

- 8.1 Tenderers are to provide the requested detail in accordance with the GFM Tender Response Format at Table E-1 below. Details for the required GFM may be transferred from Attachment E to the draft Contract, into the tenderer's response.
- 8.2 If tenderers propose changes to the quantities, dates, locations or time periods proposed in Attachment E to the draft Contract, these changes should be clearly identified in the tender response (ie, columns c to f of Table E-1, GFM Tender Response Format).
- 8.3 Tenderers are to specify in column h of Table E-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC:
- the tenderer or a proposed Subcontractor owns all of the IP in the proposed GFM (eg, if a proposed Subcontractor is an OEM: 'Y – IP owned by [name of Subcontractor]'); or
 - the tenderer (or a nominee) proposes to own the IP created in respect of the GFM under any resultant Contract, and the reason for ownership (eg, 'Y – [reason for ownership]').

Table E-1: GFM Tender Response Format

| Item description | Reference/Part number | Quantity | Delivery date and location | Return date and location | Time Period for Inspection | Technical Data and Software Restrictions (if applicable) | Tenderer to own new IP (Y/N), and reason if 'Y' | Export restrictions (if applicable) | Comments/ Intended Purpose |
|---------------------------------------|-----------------------|----------|----------------------------|--------------------------|----------------------------|--|---|-------------------------------------|----------------------------|
| a | b | c | d | e | f | g | h | i | j |
| Commonwealth Mandated GFM: GFE | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Commonwealth Mandated GFM: GFD | | | | | | | | | |
| | | | | | | | | | |

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| Item description | Reference/Part number | Quantity | Delivery date and location | Return date and location | Time Period for Inspection | Technical Data and Software Restrictions (if applicable) | Tenderer to own new IP (Y/N), and reason if 'Y' | Export restrictions (if applicable) | Comments/Intended Purpose |
|----------------------------|-----------------------|----------|----------------------------|--------------------------|----------------------------|--|---|-------------------------------------|---------------------------|
| a | b | c | d | e | f | g | h | i | j |
| | | | | | | | | | |
| Non-mandated GFM: GFI | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| All other non-mandated GFM | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Notes: Table E-1: GFM Tender Response Format

- a. **Item Description:** A description of the item of GFM.
- b. **Reference/Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. **Quantity:** The quantity of the item of GFM to be delivered by the Commonwealth.
- d. **Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.
- e. **Return Date and Location:** The date on and location at which the item of GFM is to be returned to the Commonwealth.
- f. **Time Period for Inspection:** The period within which the item is to be inspected and the Commonwealth notified (refer clause 3.11.1 of the SOW).
- g. **TD and Software Restrictions:** Indicates any Technical Data or Software restrictions in addition to those granted under clause 5.5 of the COC.
- h. **Tenderer to Own New IP:** A declaration of whether new IP created under any resultant Contract, in respect of the item of GFM, is to be owned by the Tenderer (or a nominee) pursuant to clause 5.1.4 of the COC. Tenderers are to provide justification for any proposed ownership of IP in GFM.
- i. **Export Approvals Restrictions:** Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
- j. **Comments/Intended Purpose:** The purpose for the item of GFM and any comments supplementary to the information under columns (a) to (i).

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9. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

Draft COC reference: clause 3.7 and Attachment O

Draft SOW reference: clauses 3.18 and 9.6

Note to drafters: Include this clause if clause 3.7 is included in the draft COC. If GFF will not be offered, the following clauses can be deleted and the heading annotated with 'Not used'.

Note to tenderers: All Government Furnished Facilities (GFF), mandated or proposed by the Commonwealth (if any), is detailed in Attachment O to the draft Contract. Refer to the 'Specific Prices' worksheet of the SPTPW for Specific Prices to be tendered if GFF is not made available.

Option: For when the Commonwealth will allow tenderers to propose additional GFF.

Additional GFF may be proposed by tenderers for the purposes of any resultant Contract.

- 9.1 Tenderers are to summarise the proposed use of the GFF and any specific GFF Licensed Areas, describe any assumptions made in relation to their tender, and Identify any other arrangements required, relevant to use of that GFF.
- 9.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment O to the draft Contract, or provide an alternative proposal.

10. GOVERNMENT FURNISHED SERVICES (OPTIONAL)

Draft COC reference: clause 3.9 and Attachment E

Note to drafters: Include this clause if clause 3.9 has been included in the draft COC.

Note to tenderers: All Government Furnished Services (GFS), mandated or proposed by the Commonwealth (if any), are detailed in Attachment E to the draft COC. Refer to the 'Specific Prices' worksheet of the SPTPW for Specific Prices to be tendered if GFS is not made available.

Option: For when the Commonwealth will allow tenderers to propose additional GFS.

Additional GFS may be proposed by tenderers for the purposes of any resultant Contract.

- 10.1 Tenderers are to summarise the proposed use of Government Furnished Services (GFS), any relevant assumptions (eg, cost, schedule), and any other arrangements relevant to the tender.
- 10.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment E to the draft Contract, or provide an alternative proposal.

11. ALTERNATIVE PERFORMANCE MANAGEMENT PROPOSAL (CORE)

Draft COC reference: clauses 6.1, 6.3 & 7.16 and Attachments B, P & Q

Draft SOW reference: clause 3.2.5

Note to tenderers: In regards to clause 11.2, as an example, a more efficient measurement process, for the same Services and KPI, does not require an alternative proposal.

- 11.1 Tenderers may propose changes to the performance management framework including, for example, changes to Review Periods, Key Performance Indicator measurement, weightings, the Performance Implementation Period, and/or the Other Performance Measures.
- 11.2 If proposing, in response to clause 11.1, a change that would have a material effect on the Services under any resultant Contract, the tenderer is to submit an alternative proposal in accordance with clause 2.15 of the COT.

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PROPOSED SUPPORT SYSTEM AND SERVICES MANAGEMENT (CORE)

Note to drafters: If a tender data requirement is not applicable to the draft Contract, or is unlikely to assist the evaluation team to select a preferred tender, the heading should be retained and the details below the heading replaced with 'Not used' (to maintain cross-references).

Note to tenderers: In this Annex F (TDR F), reference in a DID to the Contractor, another entity or a particular document is to be read as a reference to the tenderer, proposed entity or proposed document.

1. SUMMARY OF PROPOSED SUPPORT SYSTEM (CORE)

Note to drafters: If the draft Contract is tendered with a linked Contract (Acquisition), the 'Solution Description' and 'Support Resource' tender data requirements for the acquisition component of the tender is to be used, and this requirement can be designated as 'Not used'. Otherwise, insert a page limit in the note to tenderers below, considering the scale and complexity of the draft Contract; draft plans will provide further detail. For example, allow two - five pages per SSCC included in the SOW, and five - ten pages for all other parts of the response.

Note to tenderers: Where appropriate, the summary may cross-refer to draft plans for detail. The recommended maximum number of pages for this proposal is [...INSERT NUMBER...] pages.

- 1.1 Tenderers are to provide a summary of their proposed solution for providing the Services described in the draft SOW (including Detailed Service Descriptions (DSDs)), including:
- a. an overview of the organisational structure including for the tenderer, proposed Approved Subcontractors and other relevant entities, their location(s), roles in providing Services, and if those Services apply to specific Products Being Supported;
 - b. assumptions, constraints or any other limitations relevant to the scope of the Services;
 - c. any global risks relating to the provision and management of the Services, and proposed risk-management strategies (referring to the response to TDR E-5, as applicable);
 - d. the interfaces between the tenderer, proposed Subcontractors and Associated Parties, including information flows, data transfers and other communications required to co-ordinate the Services through the maintenance-supply chain / support network;
 - e. for each of the Support System Constituent Capabilities (SSCCs) for which Services are required in the draft SOW (ie, [...INSERT: 'Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support' AS APPLICABLE...]):
 - (i) a brief description of the scope of each proposed support capability, at each location, if the proposed support capabilities exist or if they require development or expansion, and any specific activities that are excluded;
 - (ii) if any support capabilities are located overseas, describe how they will be accessed and integrated into the Services; and
 - (iii) for each Australian Industry Activity, as set out in draft Attachment F, describe their scope within the SSCC (and refer to the Australian Industry Capability (AIC) response for additional detail);
 - f. the significant Support Resources needed for the provision of the Services (including GFF and major items of GFE, as applicable), and describe how these significant Support Resources will be obtained/accessed (other than GFM and GFF, if any); and
 - g. the concept of execution, explaining how the proposed solution can meet the level of performance required, as described by rate of effort, Key Performance Indicators (KPIs), and any Other Performance Measures (OPMs) that measure deliverable Services, as defined in the draft Contract.

2. SUPPORT SERVICES MANAGEMENT (CORE)

Draft SOW reference: clause 3.2.1

Note to tenderers: The draft SSMP may summarise the content of some other plans that are included as stand-alone plans in the draft Contract; however, in preparing this Annex the

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Commonwealth may have determined that the summary content within a draft SSMP is sufficient for tender purposes. Note that responses to other TDRs may be relevant to the SSMP for any resultant Contract.

Note to drafters: Table F-1 should be tailored as required (ie, depending on the other draft plans requested). Avoid overlap with other TDRs.

2.1 Tenderers are to provide a draft Support Services Management Plan (SSMP) in accordance with the sections of DID-SSM-SSMP listed in Table F-1.

Table F-1: Tender Response Requirements for the draft SSMP

| Section | Name / subject and modifications to scope |
|---------|--|
| 6.2.3 | Organisation (6.2.3.1 and 6.2.3.2a only) |
| 6.2.8 | Planning and Control (6.2.8.1 only) |
| 6.2.9 | Recurring and Ad Hoc Services (6.2.9.1 and 6.2.9.3 only) |
| 6.2.10 | Performance Measurement (6.2.10.1a and b, and 6.2.10.2a only) |
| 6.2.11 | Risk Management (6.2.11.1 and 6.2.11.2a to 6.2.11.2d only) |
| 6.2.15 | Customer Interface (6.2.15.1 and 6.2.15.3) |
| 6.2.19 | Note to drafters: Delete if Surge Management is not a tender discriminator. Surge Management |
| 6.2.20 | Communications Management (6.2.20.1 and 6.2.20.3 only) |
| 6.2.26 | Technical Data Management (6.2.26.1a and 6.2.26.2 only) |
| 6.3.1 | Note to drafters: Delete this row if Operating Support is not a tender discriminator, or if a draft OSP is required by TDR F-5. Operating Support Management (6.3.1.1b and c only) |
| 6.3.2 | Note to drafters: Delete this row if Engineering Support is not a tender discriminator, or if a draft CEMP is required by TDR F-6. Engineering Management (6.3.2.1c, d, e, h and j only) |
| 6.3.3 | Note to drafters: Delete this row if Maintenance Support is not a tender discriminator, or if a draft MMP is required by TDR F-11. Maintenance Management (6.3.3.1c, d and f only) |
| 6.3.4 | Note to drafters: Delete this row if Supply Support is not a tender discriminator, or if a draft SSP is required by TDR F-12. Supply Management (6.3.4.1c and d only) |
| 6.3.5 | Note to drafters: Delete this row if Training Support is not a tender discriminator, or if a draft TSP is required by TDR F-13. Training Management (6.3.5.1b and c only) |

3. PHASE IN AND RAMP UP (OPTIONAL)

Draft COC reference: clauses 1.5, 1.12 & 1.13

Draft SOW reference: clauses 2.6 & 2.7

Note to drafters: Table F-2 and Table F-3 should be reviewed and tailored as required.

3.1 Tenderers are to provide a draft Phase In Plan in accordance with the sections of DID-SSM-PHIP listed in Table F-2, and explain how sufficient support capabilities would be established to achieve the Operative Date (OD) for any resultant Contract.

Table F-2: Tender Response Requirements for the draft PHIP

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| Section | Name / subject and modifications to scope |
|---------|---|
| 6.2.1 | General |
| 6.2.2 | Phase In Organisation (6.2.2.1a and b. only) |
| 6.2.3 | Phase In Overview (6.2.3.1a to c, and g only) |
| 6.2.4 | Detailed Phase In Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a, b, d, h and I only) |

Note to drafters: If the draft Contract does not include Ramp Up or it is unlikely to discriminate between tenders, then the following note, clause and table should be deleted.

Note to tenderers: Refer to Annex B to Attachment B to the draft COC for Ramp Up events.

- 3.2 Tenderers are to provide a draft Ramp Up Management Plan (RUMP) in accordance with the sections of DID-SSM-RUMP listed in Table F-3, explaining how the Ramp Up of Services from OD to full Service capability and capacity would be implemented for any resultant Contract, including the stages involved.

Table F-3: Tender Response Requirements for the draft RUMP

| Section | Name / subject and modifications to scope |
|---------|---|
| 6.2.1 | General |
| 6.2.2 | Ramp Up Overview |
| 6.2.3 | Ramp Up Management and Organisational Change (6.2.3.2 only) |
| 6.2.4 | Detailed Ramp Up Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a, b, d, f, i and I only) |

4. REQUIRED MANAGEMENT SYSTEMS (CORE)

Draft COC reference: clauses 12.4 and 12.5

Draft SOW reference: clauses 11.1, 12.2 and 12.3

Note to drafters: Amend the following clause if environmental management is not required.

- 4.1 Tenderers are to provide brief statements to the suitability of their Quality Management System, Environmental Management System and WHS Management System, as applicable, to the requirements of the draft Contract, which may be supported by relevant certifications and accreditations (copies of which may be provided with the tender).

5. OPERATING SUPPORT (OPTIONAL)

Draft SOW reference: clause 4.1

Note to drafters: If Operating Support is not required or unlikely to discriminate between tenders, the following clause and table can be deleted. If required, drafters can request a draft OSP and delete 'Operating Support Management' from Table F-1, or request that 'Operating Support' be addressed in the draft SSMP (TDR F-2 / Table F-1) and designate TDR F-5 as 'Not used'. If included, amend Table F-4 as appropriate.

- 5.1 Tenderers are to provide a draft Operating Support Plan (OSP) in accordance with the sections of DID-OPS-OSP listed in Table F-4.

Table F-4: Tender Response Requirements for the draft OSP

| Section | Name / subject and modifications to scope |
|---------|--|
| 6.2.1 | OSP Outline |
| 6.2.4 | Operating Support Management System (6.2.4.1 only) |
| 6.2.5 | Operating Support Activities |
| 6.2.7 | Skills Acquisition and Retention |

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6. CONTRACTOR ENGINEERING MANAGEMENT (OPTIONAL)

Draft SOW reference: clause 5.1

Note to drafters: If Engineering Support is not required or unlikely to discriminate between tenders, the following clause and table can be deleted. If required, drafters can request a draft CEMP and delete 'Engineering Management' from Table F-1, or request that 'Engineering Management' be addressed in the draft SSMP (TDR F-2 / Table F-1) and designate TDR F-6 as 'Not used'. If included, amend Table F-5 as appropriate.

- 6.1 Tenderers are to provide a draft CEMP in accordance with the sections of DID-ENG-CEMP listed in Table F-5. If the tenderer plans to subcontract significant Engineering Support activities, the draft CEMP should include the integration and monitoring of those Engineering Support Services provided by proposed Subcontractors.

Table F-5: Tender Response Requirements for the draft CEMP

| Section | Name / subject and modifications to scope |
|---------|---|
| 6.2.2 | Introduction |
| 6.2.3 | Engineering Organisation Structure |
| 6.2.4 | Engineering Support Management (6.2.4.1, 6.2.4.2 and 6.2.4.7 only) |
| 6.2.5 | Engineering Information System |
| 6.2.8 | Personnel (6.2.8.1, 6.2.8.2 and 6.2.8.4 (if applicable)) |
| 6.2.9 | Subcontractor and Support Network Management |
| 6.2.10 | Data and Records Management (6.2.11.2 only) |
| 6.3.2 | Note to drafters: Delete this line if including a draft plan (TDR F-9). Software Support (6.3.2.1a.(ii), b and c only) |
| 6.3.3 | Note to drafters: Delete this line if including a draft plan (TDR F-10). In-Service Materiel Safety (System Safety) Program |

7. ENGINEERING ORGANISATION AND SYSTEM COMPLIANCE (OPTIONAL)

Draft SOW reference: clause 5.4

Note to drafters: This clause is required if tenderers are to demonstrate that their engineering organisation and systems can comply with an ADF regulatory/assurance framework.

- 7.1 Tenderers are to provide details of any formal recognition of the organisation's capability to provide Engineering Services relevant to the ADF regulatory/assurance framework identified at clause 5.4 of the draft SOW, including:
- recognitions of compliance (eg, authorisation, certification or licence) with regulatory and/or assurance frameworks applicable to the required Engineering Services;
 - the regulatory/standards organisation (eg, a Defence authority such as the DASA, DTR-A or NMSwAA, or other agency) from which the recognition was issued; and
 - the applicability of the tenderer's formally recognised capabilities to the draft SOW.

8. MAINTENANCE ORGANISATION AND SYSTEM COMPLIANCE (OPTIONAL)

Draft SOW reference: clause 6.4

Note to drafters: This clause is required if tenderers are to demonstrate that their Maintenance organisations and systems can comply with an ADF regulatory/assurance framework.

- 8.1 Tenderers are to provide details of any formal recognition of the organisation's capability to provide Maintenance Services relevant to the ADF regulatory/assurance framework identified at clause 6.4 of the draft SOW, including:
- recognitions of compliance (eg, authorisation, certification or licence) with regulatory and/or assurance frameworks applicable to the required Maintenance Services;

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- b. the regulatory/standards organisation (eg, a Defence authority such as the DASA, DTR-A or NMSwAA, or other agency), from which the recognition was issued; and
- c. the application of the tenderer's formally recognised capabilities to the draft SOW.

9. SOFTWARE SUPPORT (OPTIONAL)

Draft SOW reference: clause 5.1 and DSD-ENG-SW

Note to drafters: If Software support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following clauses can be deleted. If required, drafters can request a draft SWSP and delete 'Software Support' from Table F-5 (the draft CEMP) or request that 'Software Support' be addressed in the draft CEMP (TDR F-6), even if the draft Contract requires a stand-alone SWSP, and designate TDR F-9 as 'Not used'. If included, amend the clauses below as appropriate.

- 9.1 The tenderer is to provide a draft SWSP that addresses the following sections of Appendix B to MIL-HDBK-1467 (where the 'Life Cycle Software Engineering Environment User's Guide' is to be read as the 'Software Support Plan'):
- a. introduction;
 - b. applicable documents (including government and non-government documents);
 - c. general description (of the Life Cycle Software Engineering Environment);
 - d. Software structure;
 - e. a summary of the following sections (from the functional operating instructions):
 - (i) Software performance evaluation;
 - (ii) system and Software generation;
 - (iii) change development and testing; and
 - (iv) Software integration; and
 - f. [...INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER...].
- 9.2 If a tenderer plans to subcontract significant Software support activities, the draft SWSP is to include plans for monitoring Subcontractors and the integration and control of the Software support services provided by those Subcontractors.

10. SYSTEM SAFETY PROGRAM (OPTIONAL)

Draft SOW reference: DSD-ENG-SERV clause 6.2.7

Note to drafters: If a system safety program is not required or unlikely to discriminate between tenders, the following clause and table can be deleted. If required, drafters can request a draft IMSP and delete 'In-Service Materiel Safety (System Safety) Program' from Table F-5, or request that 'In-Service Materiel Safety' be addressed in the draft CEMP (TDR F-6) and designate TDR F-10 as 'Not used'. If included, amend Table F-6 as appropriate.

- 10.1 The tenderer is to provide a draft IMSP in accordance with the sections of DID-ENG-IMSP listed in Table F-6. If the tenderer plans to subcontract significant Materiel Safety-related activities, the draft IMSP should include the integration and monitoring of those Materiel Safety Services provided by proposed Subcontractors.

Table F-6: Tender Response Requirements for the draft IMSP

| Section | Name / subject and modifications to scope |
|---------|--|
| 6.2.2 | Applicable Documents (only documents not listed in the draft Contract) |
| 6.2.4 | System Safety Organisation and Roles |
| 6.2.5 | System Safety Program Integration |
| 6.2.6 | System Safety Program Activities (6.2.6.1, 6.2.6.3 and 6.2.6.4 only) |

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11. MAINTENANCE MANAGEMENT (OPTIONAL)

Draft SOW reference: clause 6.1

Note to drafters: If Maintenance Support is not required or unlikely to discriminate between tenders, the following clause and table can be deleted. If required, drafters can request a draft MMP and delete 'Maintenance Management' from Table F-1, or request that 'Maintenance Management' be addressed in the draft SSMP (TDR F-2 / Table F-1) and designate TDR F-11 as 'Not used'. If included, amend Table F-7 as appropriate.

- 11.1 The tenderer is to provide a draft MMP in accordance with the sections of DID-MNT-MMP listed in Table F-7. If the tenderer plans to subcontract significant Maintenance activities, the draft MMP should include the integration and monitoring of those Maintenance Services provided by proposed Subcontractors.

Table F-7: Tender Response Requirements for the draft MMP

| Section | Name / subject and modifications to scope |
|---------|---|
| 6.2.2 | Introduction |
| 6.2.3 | Maintenance Organisation Structure |
| 6.2.4 | Maintenance Support Management (6.2.4.1 and 6.2.4.2 only) |
| 6.2.5 | Maintenance Management System (6.2.5.1 and 6.2.5.4 only) |
| 6.2.6 | Maintenance Activities |
| 6.2.7 | Personnel (6.2.7.1 to 6.2.7.3 and 6.2.7.5 only) |
| 6.2.9 | Subcontractor and Support Network Management |
| 6.2.10 | Maintenance Technical Data and Documentation (6.2.10.1 only, summarising (rather than listing) the Technical Data when referring draft SOW Annex D) |

12. SUPPLY SUPPORT (OPTIONAL)

Draft SOW reference: clause 7.1

Note to drafters: If Supply Support is not required or unlikely to discriminate between tenders, the following clause and table can be deleted. If required, drafters can request a draft SSP and delete 'Supply Management' from Table F-1, or request that 'Supply Management' be addressed in the draft SSMP (TDR F-2 / Table F-1) and designate TDR F-12 as 'Not used'. If included, amend Table F-8 as appropriate.

- 12.1 The tenderer is to provide a draft SSP in accordance with the sections DID-SUP-SSP listed in Table F-8. If the tenderer plans to subcontract significant Supply Support activities, the draft SSP should include the integration and monitoring of those Supply Support Services provided by proposed Subcontractors.

Table F-8: Tender Response Requirements for the draft SSP

| Section | Name / subject and modifications to scope |
|---------|--|
| 6.2.1 | SSP Outline |
| 6.2.2 | Supply Support Organisation |
| 6.2.3 | Supply Support Management (6.2.3.1 and 6.2.3.2 only) |
| 6.2.4 | Supply Management System (6.2.4.1 and 6.2.4.2 only) |
| 6.2.6 | Subcontractor Management |

13. TRAINING SUPPORT (OPTIONAL)

Draft SOW reference: clause 8.1

Note to drafters: If Training Support is not required or unlikely to discriminate between tenders, the following clause and table can be deleted. If required, drafters can request a draft TSP and

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delete 'Training Management' from Table F-1, or request that 'Training Management' be addressed in the draft SSMP (TDR F-2 / Table F-1) and designate TDR F-13 as 'Not used'. If included, amend Table F-9 as appropriate.

- 13.1 The tenderer is to provide a draft TSP in accordance with the sections of DID-TNG-TSP listed in Table F-9. If the tenderer plans to subcontract significant Training Support activities, the draft TSP should include the integration and monitoring of those Training Support Services provided by proposed Subcontractors

Table F-9: Tender Response Requirements for the draft TSP

| Section | Name / subject and modifications to scope |
|----------------|---|
| 6.2.1 | General |
| 6.2.2 | Training Support Organisation |
| 6.2.3 | Training Support Management (6.2.3.1, 6.2.3.2, and 6.2.3.4 (if applicable)) |
| 6.2.4 | Training Management System (6.2.4.1 and 6.2.4.2 only) |
| 6.2.6 | Subcontractor Management |
| 6.2.7 | Training Staff Qualifications and Experience (6.2.7.1 only) |

ANNEX G TO ATTACHMENT A

AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Draft COC reference: clause 4

Attachment F to the draft Contract

Draft SOW reference: clause 10

Note to drafters: If the expected value of any resultant Contract is less than \$20 million, drafters should refer to the ASDEFCON (Support Short) for example AIC requirements. For guidance, refer to the web links below and the AIC Guide for ASDEFCON. For advice, particularly for direct source / limited tenders, consult the AIC Directorate: aic_delivery@defence.gov.au.

Note to tenderers: Tenderers should familiarise themselves with the 2019 Defence Policy for Industry Participation, the 2024 Defence Industry Development Strategy, and the Australian Industry Capability (AIC) Program and guidance available at:

- <https://www.defence.gov.au/business-industry/>;
- <https://www.defence.gov.au/business-industry/industry-programs/defence-policy-industry-participation/>;
- <https://www.defence.gov.au/about/strategic-planning/defence-industry-development-strategy/>; and
- <https://www.defence.gov.au/business-industry/export/strategy/>.

Tender responses are to describe the proposed AIC commitments for any resultant Contract and, subject to negotiations, elements of the successful tenderer's proposal will be incorporated into:

- **Attachment B – Price and Payments;**
- **Attachment F – Australian Industry Capability (as AIC Obligations); and**
- **Attachment K – Draft Data Items (as the basis for an AIC Plan).**

The preferred tenderer's AIC proposal will be discussed further during Offer Definition and Improvement Activities (ODIA), if conducted, and/or contract negotiations.

An AIC Plan is NOT required to be tendered. The AIC Plan for any resultant Contract (including a Public AIC Plan) is to be derived from the successful tenders proposal and any negotiated changes.

1. AUSTRALIAN INDUSTRY CAPABILITY PLANNING AND BUSINESS CASE (CORE)

Note to tenderers: If the tenderer / proposed Approved Subcontractors are overseas entities, the response to this requirement should describe how the tenderer / proposed Approved Subcontractors intend to work with Australian Industry to satisfy AIC Obligations in Attachment F and achieve the AIC Objectives in the draft Conditions of Contract. If the tenderer / proposed Approved Subcontractors are Australian Entities, the response should describe how they will satisfy the AIC Obligations and achieve the AIC Objectives within their organisations and more broadly with Australian Industry.

When past performance is relevant, tenderers should cross-refer to their response to TDR A-2.

Note to drafters: If the 'Commonwealth requirements for supply chain implementation and development' clause is included in the draft SOW, consider if additional requirements should be included in clauses 1.1 and/or 1.5.

- 1.1 For the tenderer and separately for each proposed Approved Subcontractor that was identified in response to TDR A-3 (Schedule of Proposed Subcontractors) in relation to the Australian Industry Capability (AIC) program, tenderers are to provide, for any resultant Contract:
- a. a brief description of the work to be undertaken in Australia or New Zealand, including:
 - (i) the Services to be provided and any other outcomes to be achieved;

ANNEX G TO ATTACHMENT A

- (ii) interrelationships with any work being performed overseas as part of the Services; and
- (iii) when applicable, a description of how the work contributes to sovereignty;
- b. the identification of each proposed Approved Subcontractor that will be considered as an AIC Subcontractor in accordance with in clause 11.9 of the draft COC, and the reason for this identification;
- c. a description of how the work contributes to the creation, enhancement or maintenance of Industrial Capabilities in Australia or New Zealand, including in relation to Australian Industry Activities (AIAs) specified in Attachment F (cross-referencing, as applicable, to the tenderer's response to TDR G-2);
- d. identification of any other proposed work or outcomes that the tenderer proposes should be treated as an AIA (and included in in Attachment F of any resultant Contract);
- e. a statement referring to how any AIAs identified as 'other requirements' in draft Attachment F, will be achieved; and

Note to drafters: Include the following clause if a defined R&D activity, linked to AIC, is included in draft Contract; otherwise delete.

- f. for any R&D activities requested by the Commonwealth within the draft Contract (in draft DSD-ENG-SERV), a description of how that R&D program would be integrated into the AIC proposal.

Option: Include this clause and Table G-1 as required.

- 1.2 Tenderers are to provide a table, in the format of Table G-1 below, which identifies those elements of the required Services for which a provider (including suppliers of goods) has not yet been finalised, and which may represent opportunities for Australian Industry.

- 1.3 Tenderers are to complete an Australian Industry Capability Schedule in accordance with the Australian Industry Capability Schedule Response Format at Table G-2 below.

Note to tenderers: Defence encourages contractors located in Australia to maximise the use of 'local businesses' (particularly in regional and remote areas), including through subcontracting processes that offer opportunities for competitive businesses located or operating in the area of a Defence base. In response to clause 1.4, the tenderer is to define 'local business' in terms of criteria, which may include a range from a Defence base, or an identifiable region within which a company resides or has a major presence. The criteria may vary by location or the type of work. Subject to negotiations, the definition of 'local business' will be added to the Glossary of any resultant Contract.

- 1.4 Tenderers are to propose a definition of 'local business', and provide a rationale for that definition in the context of the outcomes being sought by the *Defence Policy for Industry Participation*.

Note to tenderers: The response to paragraph 1.5 should be specific and targeted, not marketing material. As a guide, the response should be approximately 10 pages (excluding any graphics), unless there is a large number of SMEs and local businesses identified.

- 1.5 In the context of the response to paragraphs 1.1 – 1.4, tenderers are to provide a business case to explain how their offer achieves AIC Objectives while satisfying the other requirements of the draft Contract, including by:
- a. describing how the tenderer has scanned and engaged with Australian Industry to select Australian Entities to contribute to the draft SOW requirements, and identify which Australian Entities in the AIC Schedule would be new members of their supply chain;
 - b. identifying any specific commitments (and any limitations on those commitments) that the tenderer and/or proposed Approved Subcontractors have made, or will make if the tender is successful, that will enhance (eg, by technology transfer or training) the Industrial Capabilities of individual Australian Entities in relation to the draft SOW's requirements;

ANNEX G TO ATTACHMENT A

- c. identifying, for each Small to Medium Enterprise (SME) and local business that the tenderer and/or a proposed Approved Subcontractor has committed to engage for any resultant Contract:
 - (i) the name and ACN/ABN (or NZCN/NZBN) of the SME or local business;
 - (ii) the nature and scope of the work to be undertaken by the SME or local business, and the benefits that this offers to the AIC program and AIC Objectives; and
 - (iii) if the tenderer and/or a proposed Approved Subcontractor will provide assistance to the SME or local business, a brief description of the proposed assistance; and
- d. describing any commitments that have been or will be implemented for any resultant Contract, to engage and employ veterans (previous members of the Australian Defence Force), including through proposed Subcontractors that employ veterans.

2. DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITIES (OPTIONAL)

Note to drafters: If DRAICs have been included in Attachment F, refer to the AIC Guide for ASDEFCON for tender requirements. Otherwise, annotate the heading above with 'Not used'.

3. AUSTRALIAN CONTRACT EXPENDITURE MEASUREMENT (CORE)

Note to tenderers: Refer to Attachment B to the draft Contract for the ACE percentage formula. An ACE amount, in dollars, is to be provided in response to TDR D-4. An ACE percentage of the Defined Contract Value (refer to the draft Glossary), requested below, will be included in the AIC Plan and Public AIC Plan of any resulting Contract.

- 3.1 Tenderers are to provide estimated Australian Contract Expenditure (ACE) percentages for the Defined Contract Value and, separately, for each of its component elements (ie, payment types) for the Initial Term of any resultant Contract.

Note to drafters: If the Recurring Services Fees for the Contract are expected to exceed A\$20 million per annum, Prescribed ACE Percentages will be included at Attachment F. Refer to the AIC Guide for ASDEFCON for the optional clauses that are to be included here.

4. OPPORTUNITIES TO ENHANCE AIC (OPTIONAL)

Note to drafters: This requirement can apply to contracts with sufficient scope of work such that it may be possible to identify opportunities to enhance AIC (eg, new Industrial Capabilities). If not required, delete the clauses below and annotate the heading as 'Not used'.

Note to tenderers: The Commonwealth seeks realistic opportunities to enhance the AIC program and achieve AIC Objectives, without unduly affecting the Total Cost of Ownership (TCO). The response to this requirement should not include any opportunities from Table G-1 (being part of the baseline offer). Responses do not need to be submitted as alternative proposals under clause 2.15 of the COT, but will be considered as part of the tender evaluation process.

The Commonwealth reserves the right to use opportunities proposed by any tenderer for any resultant Contract and, more generally, for the purposes of the Commonwealth.

- 4.1 Tenderers may propose opportunities that would improve their offer from an AIC perspective, but which were not included in their baseline proposal due to the implications for other aspects of their offer (eg, cost, schedule, or Capability), by including for each proposed opportunity:
 - a. a description of the nature and scope of the opportunity, including:
 - (i) the envisaged outcomes, including opportunities for Australian Industry under any resultant Contract; new or enhanced Industrial Capabilities, or other benefits relating to Sovereignty or Defence capabilities, and/or other AIC Objectives;
 - (ii) if related to R&D; the nature and scope of the R&D activity, the specific benefits to Australian Industry and Defence if pursued under any resultant Contract, the parties that would be involved, and the significant assumptions, constraints (including any IP constraints), and any security or export control implications; and
 - (iii) the rationale for not including the opportunity in the tenderer's baseline proposal;

ANNEX G TO ATTACHMENT A

- b. identification of the beneficiaries, which may be the tenderer, a proposed Subcontractor (eg, a local SME working to an overseas OEM), the Commonwealth, or a third party;
- c. a brief description of the scope of work to implement the opportunity, including:
 - (i) identifying the parties that would be involved, any significant new resources required, and the potential location(s) where the opportunity could be implemented; and
 - (ii) outlining an implementation schedule, including any linkages to Milestones; and
- d. identification of significant risks related to implementation and longer-term sustainability.

ANNEX G TO ATTACHMENT A

Note to drafters: This table is optional and should be deleted (replaced with 'Not used') if TDR G-1.2 is not used.

Table G-1: Opportunities for Australian Industry

| CWBS Level 3 Element a. | Description of the goods / services for which the source of supply is still to be determined / finalised b. | Opportunities for the participation of Australian Industry c. |
|----------------------------|--|--|
| | | |
| | | |
| | | |

Notes for Table G-1:

- a. **CWBS Level 3 Element:** Where TDR E-1 (Contract Work Breakdown Structure and Dictionary) is included in the tender, each Contract Work Breakdown Structure (CWBS) level 3 element number from the CWBS in the tendered response; otherwise, each applicable item number (to an equivalent level) from the Recurring Service Fee tables prepared in response to TDR D.
- b. **Description of the goods / services:** Whether there are any goods or services under the CWBS (or equivalent) element for which a provider is still to be determined. If this is not the case (eg, because all of the work is planned to be conducted by the tenderer or under an existing subcontracting arrangement), tenderers are to insert the words “No providers of Services still to be determined” (and insert the words “Not Applicable” in column (c)). If there are open opportunities, tenderers are to provide a description of the specific goods and services for which the provider is still to be determined / finalised. This description is to include any goods and/or services that the Contractor will be acquiring through a proposed Approved Subcontractor, where the proposed Approved Subcontractor has not yet determined or finalised the source of supply for any elements (or parts thereof) that it will be providing to the Contractor.
- c. **Opportunities for the participation:** In relation to those CWBS (or equivalent) elements that the tenderer has identified that the source of supply is still to be determined / finalised, whether or not the tenderer considers that one or more opportunities exist for Australian Industry in relation to those goods and/or services. If this is not the case, tenderers are to insert the words “No opportunities for Australian Industry” and include a brief justification for this assessment. If this is the case, tenderers are to identify the Australian Entities (by name and ABN/NZBN) that have been identified by the Contractor as potentially suitable (if any), including a brief description of the goods and/or services that those entities offer.

ANNEX G TO ATTACHMENT A

Note to tenderers: The preferred tenderer's response, any negotiated adjustments, and updates from pre-contract activities to engage proposed Approved Subcontractors and other Subcontractors, is to be transferred to the AIC Schedule within the AIC Plan for any resultant Contract.

Table G-2: Australian Industry Capability Schedule

| Item Number | Scope of Work to be conducted in Australia or New Zealand and/or by each Australian Entity | Company or Entity Name | ACN/NZCN (if applicable) | Location | SME (yes/no) | Local Business (yes/no) | Veterans (yes/no) |
|-------------|--|---|--------------------------|----------|--------------|-------------------------|-------------------|
| a. | b. | c. | d. | e. | f. | g. | h. |
| | [... cross-refer to response to TDR G-1.1 ...] | [...Contractor name...] | | | | | |
| | [... cross-refer to response to TDR G-1.1 ...] | [...Approved Subcontractor A...] | | | | | |
| | | [... Entity C (Subcontractor to Approved Subcontractor A)...] | | | | | |
| | | | | | | | |

Notes for Table G-2:

- a. **Item number:** To uniquely identify each line in the table.
- b. **Scope of Work:** A brief description (eg, 2-3 bullet points) of the scope of work to be performed in Australia or New Zealand by each Australian Entity, including the approximate timing(s) / timeframes when the work will be undertaken and, if applicable, cross-references to DRAICs and other AIAs. For the tenderer and each proposed Approved Subcontractor, cross-refer to the descriptions of work scope provided in response to TDR G-1.1a. If a particular Subcontractor, which is not an Australian Entity, is not performing any work in Australia or New Zealand, enter 'Nil' in this cell.
- c. **Company or Entity Name:** The name of the company, or other entity, if known. If not, insert "To be determined" where the tenderer expects to subcontract that element of the work, but no subcontractor has yet been identified.
- d. **ACN/NZCN:** If applicable, the Australian Company Number or New Zealand Company Number.
- e. **Location:** The location(s), including post code(s), where the majority of work is to be performed. For the tenderer and proposed Approved Subcontractors, the information should be consistent with the information provided in response to TDR E-1 and TDR A-3.
- f. **SME:** Is the organisation a Small-to-Medium Enterprise (yes/no)?
- g. **Local Business:** Is the organisation a Local Business (yes/no)?
- h. **Veterans:** Has the organisation signed the Veterans Employment Commitment (yes/no)? (refer: veteransemployment.gov.au)



Australian Government
Department of Defence

[INSERT NAME OF CAPABILITY/SYSTEM] SUPPORT CONTRACT

CONTRACT NO: (INSERT NUMBER)

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Defence

ABN 68 706 814 312 (Commonwealth)

| | | |
|-------------------------------------|-------------------------|-------------------------------|
| Commonwealth Representative: | (INSERT DETAILS) | |
| Notice Details: | Address: | (INSERT ADDRESS) |
| | Email: | (INSERT EMAIL ADDRESS) |

(Insert full name of Contractor) ABN (Insert Contractor's ABN) (Contractor)

| | | |
|-----------------------------------|-------------------------|-------------------------------|
| Contractor Representative: | (INSERT DETAILS) | |
| Notice Details: | Address: | (INSERT ADDRESS) |
| | Email: | (INSERT EMAIL ADDRESS) |

INFORMATION TABLE

| Item | Information | | |
|-------------------------------|--|---|---|
| Item 1 (clause 1.4) | Effective Date: (Core) | (INSERT DATE) | |
| Item 2 (clause 1.5) | Planned Operative Date: (Core) | (INSERT DATE) | |
| Item 3 (clause 1.9) | Term: (Core) | Note to drafters: Select either Option A, B or C corresponding to the Term option selected at clause 1.9 and delete all other options. | |
| | | Option A: For where an Award Term model is selected | |
| | | Initial Term | [INSERT PERIOD - E.G. 'five years'] after the Operative Date |
| | | Maximum Term | [INSERT MAXIMUM TERM OF CONTRACT] after the Operative Date |
| | | Option B: For where a Fixed Term is selected | |
| | | Fixed Term | [INSERT PERIOD - E.G. 'five years'] after the Operative Date |
| | | Option C: For where a Renewal Term model is selected | |

| Item | Information | | |
|----------------------------------|---|--|---|
| | | Initial Term | [INSERT PERIOD - E.G. 'five years'] after the Operative Date |
| | | Renewal Term | [INSERT PERIOD OF RENEWAL TERM] |
| | | Maximum Term | [INSERT MAXIMUM TERM OF CONTRACT] after the Operative Date |
| Item 4 | Base Date: (Core) | [INSERT DATE] Note to drafters: The Base Date is ordinarily one month before the Closing Time. | |
| Item 5 (clause 3.14.4) | Task-Priced Services Limit: (Optional) | [INSERT ANNUAL AMOUNT OR OTHER RELEVANT AMOUNT] | |
| Item 6 (clause 3.16.2) | Pre-Authorised Ad Hoc Services Limit: (Optional) | <p>[INSERT AMOUNT] for a single Ad Hoc Service in relation to clause 3.16.2;</p> <p>[INSERT AMOUNT] for the cumulative value of claims made by the Contractor for Ad Hoc Services made over the period specified in clause 3.16.2e; and</p> <p>[INSERT NUMBER OF CLAIMS] for Ad Hoc Services over the period specified in clause 3.16.2e.</p> | |
| Item 7 (clause 7.5) | Bank Guarantee for Mobilisation Payment: (RFT Core) | Mobilisation Security Amount: | (INSERT \$ AMOUNT BEING 50% OF THE MOBILISATION PAYMENT) |
| | | Mobilisation Security Date: | [INSERT DATE] |
| Item 8 (clause 7.5.5b) | Bank Guarantee for Performance: (RFT Core) | Performance Security Amount: | \$(INSERT AMOUNT) |
| | | Performance Security Date: | [INSERT DATE AFTER THE EFFECTIVE DATE BUT NO LATER THAN THE OPERATIVE DATE] |
| | | Release Event: | [INSERT EVENT THAT WILL LEAD TO RELEASE OF PERFORMANCE SECURITY BY THE COMMONWEALTH] |
| Item 9 (clause 7.8) | Deed Guarantee of Indemnity: (RFT Core) | <input type="checkbox"/> Yes / <input type="checkbox"/> No Guarantor: (INSERT NAME) | |
| Item 10 (clause 7.13) | GST Agent: (RFT Core) | Address: | (INSERT ADDRESS) ABN: (INSERT ABN) |
| | | Email: | (INSERT EMAIL ADDRESS) |
| Item 11 (clause 8.1.1) | Defect Notification Period: (Core) | From the Operative Date until [INSERT PERIOD] after expiry or earlier termination of the Contract. | |
| Item 12 (clause 8.2.1) | Defect Rectification Period: | If the Defect is a Latent Defect: | |

| Item | Information | | |
|---|--|--|--|
| | (Core) | <p>in the case of Deliverables which are Accepted, from Acceptance of the Deliverable until [INSERT PERIOD] after Acceptance of the Deliverable; and</p> <p>in all other cases, from satisfactory completion of performance of the relevant Service until [INSERT PERIOD] after such completion.</p> <p>If the Defect is not a Latent Defect:</p> <p>in the case of Deliverables which are Accepted, from Acceptance of the Deliverable until [INSERT PERIOD] after Acceptance of the Deliverable; and</p> <p>in all other cases, from satisfactory completion of performance of the relevant Service until [INSERT PERIOD] after such completion.</p> | |
| <p>Item 13 (clause 9.1)</p> <p>Note to drafters: Delete insurance policies if they do not apply.</p> | <p>Approved Contractor Insurance Program Status: (Core)</p> <p>Limits of indemnity required insurances: (Core)</p> | <p><input type="checkbox"/> Yes / <input type="checkbox"/> No</p> <p>Public liability: (clause 9.1.4a)</p> <p>Products liability: (clause 9.1.4b)</p> <p>Public and products liability tangible property sublimit: (clause 9.1.4e)</p> <p>Professional indemnity: (clause 9.1.5)</p> <p>Industrial special risks business interruption period: (clause 9.1.6)</p> <p>Motor vehicle insurance: (clause 9.1.8b)</p> <p>Aviation liability: (clause 9.1.10a)</p> <p>Aviation products liability: (clause 9.1.10b)</p> <p>Aviation liability tangible property sublimit: (clause 9.1.10e)</p> <p>Hangarkeepers: (clause 9.1.11)</p> | <p>AMOUNT]</p> <p>million</p> <p>AMOUNT]</p> <p>million</p> <p>AMOUNT]</p> <p>million</p> <p>AMOUNT]</p> <p>million</p> <p>[INSERT NUMBER] weeks</p> <p>AMOUNT]</p> <p>million</p> <p>AMOUNT]</p> <p>million</p> <p>AMOUNT]</p> <p>million</p> <p>AMOUNT]</p> <p>million</p> |

| Item | Information | | |
|------------------------------------|--|---|-----------------------------|
| | | Marine liability: (clause 9.1.13) | [\$[INSERT AMOUNT] million] |
| | | Marine liability tangible property sublimit: (clause 9.1.13c) | [\$[INSERT AMOUNT] million] |
| | | Ship repairers liability: (clause 9.1.14) | [\$[INSERT AMOUNT] million] |
| | | Ship repairers liability tangible property sublimit: (clause 9.1.14c) | [\$[INSERT AMOUNT] million] |
| | | Cyber: (clause 9.1.15) | [\$[INSERT AMOUNT] million] |
| | | Contract works advanced consequential loss period: (clause 9.1.16b) | [INSERT NUMBER] weeks |
| | | Loss of or damage to Defence property (other than Deliverables or Products Being Supported): (clause 10.10.1a) | [\$[INSERT AMOUNT] million] |
| Item 14 (clause 10.10.1) | Limitation Amount: (Core) | Loss of or damage to Defence property: (clause 10.10.1a) | [\$[INSERT AMOUNT] million] |
| | | Liquidated Damages (clause 10.10.1b) | [\$[INSERT AMOUNT] million] |
| | | Loss of or damage to Deliverables or Products Being Supported (including loss of use of Deliverables or Products Being Supported), and Losses other than those referred to in clauses 10.10.1a and 10.10.1a: (clause 10.10.1c) | [\$[INSERT AMOUNT] million] |
| Item 15 (clause 10.10.3) | Overall Limitation Amount: (Optional) | Loss of any kind: | [\$[INSERT AMOUNT] million] |
| Item 16 (clause 10.11) | Renegotiation Threshold: (Core) | \$[INSERT AMOUNT] million | |
| Item 17 (clause 11.9.3a) | Approved Subcontractor Threshold: (Core) | \$[INSERT \$A AMOUNT] million per annum. | |
| Item 18 (clause 11.10) | Defence Security: (Core) | Security classification of information, assets and work to be performed under the Contract: (clause 11.10.3) | [INSERT CLASSIFICATION] |

| Item | Information | | |
|--------------------------|---|---|--|
| | | Personnel security clearance: (clause 11.10.3b) | [INSERT CLASSIFICATION] |
| | | DISP membership required: (clause 11.10.4 and 11.10.5) Note to Drafters: Delete DISP Governance Level, DISP Personnel Security Level, DISP Physical Security Level and DISP Information / Cyber Security Level if DISP membership is not required. | <input type="checkbox"/> Yes / <input type="checkbox"/> No |
| | | DISP Governance Level: Note to Drafters: In accordance with Control 16.1 of the DSPF, the DISP membership level required for the Governance element must equal the highest DISP membership level required for the other elements. | [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED] |
| | | DISP Personnel Security Level: | [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED] |
| | | DISP Physical Security Level: | [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED] |
| | | DISP Information / Cyber Security Level: | [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED] |
| | | Security Classification and Categorisation Guide included: (clause 11.10.7) | <input type="checkbox"/> Yes / <input type="checkbox"/> No |
| | | COMSEC material: (clause 11.10.9 and 11.10.10) <input type="checkbox"/> Yes / <input type="checkbox"/> No | <input type="checkbox"/> transmitted in Australia <input type="checkbox"/> transmitted overseas |
| Item 19 (clause 12.1) | Governing law: (Core) | [INSERT RELEVANT STATE OR TERRITORY] | |
| Item 21 (clause 13.1) | Management Representatives (position): (Core) | Commonwealth: | (INSERT DETAILS) |
| | | Contractor: | (INSERT DETAILS) |
| Item 22 | | Commonwealth: | (INSERT DETAILS) |

| Item | Information | | |
|---------------|---|-------------|-------------------------|
| (clause 13.1) | Senior Representatives (position): (Core) | Contractor: | (INSERT DETAILS) |

PART 2 – DRAFT CONDITIONS OF CONTRACT

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1 CONTRACT FRAMEWORK

1.1 Definitions (Core)

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

1.2 Interpretation (Core)

1.2.1 In the Contract, unless the contrary intention appears:

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

1.3 Objectives (Core)

1.3.1 The objectives of the parties in entering into the Contract are:

- a. to ensure that, for the payments provided for under the Contract, the Contractor provides the Services on time, on budget and to the required level of performance, safety, quality and capability, including the Outcomes and otherwise in accordance with the Contract;
- b. to provide materiel elements and associated services, Intellectual Property (IP) rights, Technical Data (TD), know-how and know-why, which enable an effective Capability that:
 - (i) achieves the ADF's operational requirements for the Capability, including the Outcomes set out in the Contract;
 - (ii) achieves Defence's Sovereignty needs, including providing the Commonwealth with the capability to have enduring sovereign control over the operation and sustainment of the Capability to which the Products Being Supported relate;

- (iii) ensures Materiel Safety, achieves Environmental Outcomes, and complies with, and enables the Commonwealth to comply with, all applicable environmental and safety laws and related regulatory requirements; and

Note to drafters: Insert any additional procurement-specific ADF Capability Objectives, such as:

- a. *minimises the Total Cost of Ownership; or***
- b. *is able to be evolved to address technology evolution, Supportability concerns, and changes to operational needs, threats, and external systems and interfaces.***

- (iv) **[INSERT PROCUREMENT SPECIFIC OBJECTIVES IF ANY];**

(collectively, the 'ADF Capability Objectives');

- c. to:

- (i) within the context of clause 1.3.1d, identify and pursue opportunities to maximise the participation of Australian Entities in the performance of the Contract;
- (ii) facilitate the creation, enhancement and/or maintenance of Industrial Capabilities within Australia and New Zealand to satisfy the Contract requirements, achieve the ADF Capability Objectives, and support government's and Defence's goals for Australian Industry, as set out in Defence industry policy; and
- (iii) ensure that Australian Industry has the necessary technology, IP rights, TD, know-how and know-why to participate in future development and sustainment work in relation to the Capability to which the Products Being Supported relate,

(collectively, the 'Australian Industry Capability (AIC) Objectives');

- d. to obtain value for money for the Commonwealth on a whole-of-life basis in relation to the provision of the Services in accordance with the Commonwealth Procurement Rules (CPRs), including through minimising the Total Cost of Ownership as required by the Contract;
- e. to obtain for the Contractor as a commercial entity a reasonable return on its investment when it performs the Contract efficiently and successfully, being a return that appropriately reflects the properly managed risks assumed by the Contractor in the performance of the Contract;
- f. for each party to perform their respective obligations under the Contract with full commitment to fostering trust, cooperation and collaboration, including by:
 - (i) communicating openly and honestly and in a timely manner;
 - (ii) sharing information to support effective decision making and using information shared for positive outcomes;
 - (iii) working together respectfully, productively and in a timely manner to achieve best for Capability outcomes;
 - (iv) taking accountability and delivering on commitments;
 - (v) assigning personnel with the requisite capability and capacity for collaborative working;
 - (vi) providing proactive, cooperative and flexible support when challenges arise; and
 - (vii) accepting and respecting decisions once made; and

- g. **[INSERT PROCUREMENT SPECIFIC OBJECTIVES IF ANY].**

1.3.2 Without in any way affecting or overriding the other terms of the Contract, each party agrees to perform its obligations and enforce its rights under the Contract having regard to, and with the aim of, achieving the objectives described in clause 1.3.1.

1.4 Effective Date (Core)

1.4.1 The Contract commences on the Effective Date specified in the Details Schedule.

1.5 Operative Date (Core)

- 1.5.1 The Commonwealth has no obligations under the Contract before the Operative Date other than:
- a. complying with the Commonwealth's obligations under the Contract Data Requirements List at Annex C to the SOW in respect of those data items to be delivered to the Commonwealth prior to the Operative Date;
 - b. those obligations in the Approved Phase In Plan which are to be performed by the Commonwealth prior to the Operative Date;
 - c. to the extent provided in this clause 1.5.1;
 - d. the obligations under clause 6.4, where a delay to the Contractor's performance of its obligations under the Contract is caused by a Commonwealth failure to perform its obligations under clause 1.5.3b;
 - e. the obligations under clause 11.3.2b in relation to the protection of Confidential Information;
 - f. the obligation to pay the Milestone Payments in respect of those Milestones identified for achievement prior to the Planned Operative Date specified in the Details Schedule, upon achievement of the relevant Milestone in accordance with the Contract; and

Note to drafters: Include in clause 1.5.1g any Commonwealth obligations that will apply prior to the Operative Date such as specific sections of the COC and the SOW that set out Commonwealth obligations during Phase In.

Obtain expert advice before making any payment obligations operative prior to the Operative Date.

- g. **[INSERT ANY OTHER SPECIFIC CLAUSES THAT WILL APPLY TO THE COMMONWEALTH PRIOR TO OPERATIVE DATE].**
- 1.5.2 Clause 1.5.1 does not limit or affect the Commonwealth's rights under the Contract, including rights in relation to the Contractor's obligations under this clause 1.5.

Note to drafters: The events listed in clause 1.5.3 are examples of events which may need to be completed prior to the Operative Date. This clause should be tailored by the drafter to suit the circumstances of the Contract, by adding to and amending the subclauses below.

- 1.5.3 On or before the Planned Operative Date:
- a. the Contractor shall:
 - (i) achieve **[INSERT 'Engineering / Maintenance Organisation approval / accreditation' AS REQUIRED]**;
 - (ii) have the necessary Support Resources available, including all required Facilities and arrangements established for sourcing Stock Items, to be able to provide the Services;
 - (iii) establish and achieve Acceptance of any Defence-Required Australian Industrial Capabilities (DRAICs) required to be Accepted by the Operative Date;
 - (iv) establish the capabilities, including Support Resources and any applicable Subcontracts, necessary to implement those Australian Industry Activities (AIAs) (other than DRAICs) required for Services commencing from the Operative Date;
 - (v) introduce the DMS into operational use in accordance with clause 2.3 of the SOW;
 - (vi) complete all Phase In activities required under the Approved Phase In Plan and the SOW to be completed on or before the Planned Operative Date;
 - (vii) if Products are to be supplied by the Contractor under another contract, achieve Acceptance for the applicable Products as defined in that contract;
 - (viii) deliver to the Commonwealth the data items required by the CDRL to be delivered on or before the Planned Operative Date and, if required under the CDRL, achieve Approval or Acceptance of those data items;

- (ix) provide the financial securities required under clauses 7.5 and 7.5.5b;
- (x) obtain all personnel security clearances for Contractor Personnel that are necessary for the performance of the Services from OD in accordance with clause 11.10;
- (xi) hold and provide to the Commonwealth Representative copies of all of the necessary facility licences and approvals for the nature of the work to be performed in each of the Facilities to be used by the Contractor for the purposes of the Contract;

Note to drafters: If clause 9.1.29 is included in the draft contract, then include the text in square brackets below, otherwise delete.

- (xii) **[subject to clause 9.1.28]** provide the Commonwealth Representative with evidence of the insurance required to be effected and maintained under clause 9.1;
- (xiii) obtain all relevant Authorisations and provide copies of those Authorisations to the Commonwealth Representative;
- (xiv) **[INSERT OTHER ITEMS AS REQUIRED]**; and
- (xv) **[INSERT LAST ITEM OF LIST]**; and

Note to drafters: Include in clause 1.5.3b Commonwealth obligations to 'dovetail' with the list in clause 1.5.3a.

- b. the Commonwealth shall:
 - (i) deliver, or provide the Contractor with access to, the GFM required by Annex A to Attachment E to be delivered or provided before the Planned Operative Date;
 - (ii) complete those Phase In activities required by the Approved Phase In Plan and the SOW to be completed by the Commonwealth before the Planned Operative Date;
 - (iii) following delivery by the Contractor, action in accordance with the CDRL the data items required to be delivered by the Contractor before the Planned Operative Date;
 - (iv) **[INSERT OTHER ITEMS AS REQUIRED]**; and
 - (v) **[INSERT LAST ITEM OF LIST]**.
- 1.5.4 Subject to clause 1.5.5, if the Commonwealth is satisfied that all the obligations under clause 1.5.3 have been fully performed in accordance with the Contract, the Commonwealth Representative shall issue a notice to the Contractor specifying the date on which the last of those obligations was fully performed and specifying the '**Operative Date**' for the purposes of the Contract. Unless agreed otherwise in writing, the Operative Date shall be the later of:
- a. the date the Commonwealth Representative specifies as the date on which the last of the obligations under clause 1.5.3 have been fully performed in accordance with the Contract; and
 - b. the Planned Operative Date.
- 1.5.5 If, for any reason, the Contractor has not performed an obligation under clause 1.5.3a by the Planned Operative Date, the Commonwealth may, by notice to the Contractor, do any one or more of the following:
- a. specify a new date as the Planned Operative Date;
 - b. waive the requirement for the Contractor to perform the obligation by the Planned Operative Date (subject to conditions, if any, specified in the notice, which may include conditions as to when the obligation is to be performed) and specify a date as the Operative Date;
 - c. recover liquidated damages that may be payable in accordance with clause 10.6 due to a failure of the Contractor to perform an obligation under clause 1.5.3a;

- d. specify a date, no less than 20 Working Days from the date of the notice, on which the Contract will terminate with immediate effect if the obligation has not been fully performed in accordance with the Contract by that date; and
 - e. terminate the Contract with immediate effect from the date of the notice or a later date specified in the notice.
- 1.5.6 The Contractor shall comply with any condition of the notice issued under clause 1.5.5b.
- 1.5.7 Without limiting clause 1.5.4, once the Commonwealth has specified a date as the Operative Date in accordance with clauses 1.5.4 or 1.5.5, the parties agree to amend the Glossary to specify the date that is the Operative Date in accordance with clause 11.1.
- 1.5.8 If the Commonwealth issues a waiver in accordance with clause 1.5.5b, which includes a condition that the obligations in the waiver shall be performed by a specified date, the Commonwealth may (without limiting the Commonwealth's other rights under the Contract or at law or in equity and despite any other provision of the Contract):
- a. suspend an amount from any Milestone Payment or any other amount payable to the Contractor under the Contract prior to, and including, the Operative Date, being in total the amounts that the Commonwealth Representative determines, acting reasonably, to be commensurate with the diminution in value to the Commonwealth as a result of the Contractor's failure to comply with its obligations under clause 1.5.3a by the Planned Operative Date; and
 - b. deduct from the payment of the Recurring Services Fee such amount that reflects the reduction in value of the Services as determined by the Commonwealth Representative, acting reasonably, as a result of the Contractor's failure to comply with its obligations under clause 1.5.3a.
- 1.5.9 The Commonwealth's right to withhold or deduct an amount under clause 1.5.7 shall continue until such time as the Contractor complies with its obligations under clause 1.5.3a.

Note to drafters: Expert advice must be obtained before tailoring clause 1.5.10.

- 1.5.10 If the Commonwealth terminates the Contract pursuant to clause 1.5.5:
- a. the Commonwealth shall be entitled to recover from the Contractor the applicable LD Amount as liquidated damages and not as a penalty; and
 - b. the Contractor shall repay any Milestone Payments paid by the Commonwealth to the Contractor prior to the date of termination under clause 1.5.5.
- 1.5.11 The parties acknowledge and agree that:
- a. the Loss the Commonwealth will suffer as a result of termination pursuant to clause 1.5.5 will, having regard to the governmental and non-commercial nature of the Services and their significance to the defence of Australia, be impossible, complex or expensive to quantify accurately in financial terms;
 - b. the applicable LD Amount is:
 - (i) a genuine pre-estimate of the Loss that would be suffered by the Commonwealth in the circumstances to which clause 1.5.10a applies; and
 - (ii) an appropriate protection of the Commonwealth's legitimate interests in relation to the performance of the Contract; and
 - c. subject to clause 1.5.10b, the amount which the Commonwealth is entitled to recover in accordance with clause 1.5.10a shall be the Commonwealth's only entitlement to recover compensation or damages for Loss suffered if the Commonwealth terminates the Contract pursuant to clause 1.5.5.
- 1.5.12 The parties acknowledge and agree that:
- a. the fact that the Commonwealth has elected (or may have elected) to do any of the things referred to in clause 1.5.5 in respect of any breach shall not, to the extent permitted by law:

- (i) constitute a waiver or election of any of the Commonwealth's rights under the Contract or otherwise at law or in equity in respect of that breach or in respect of any other breach; or
 - (ii) limit or affect the ability of the Commonwealth to terminate the Contract in respect of any breach, notwithstanding that the Commonwealth may have exercised its rights under clause 1.5.5 in respect of any prior breach; and
- b. the Contractor releases the Commonwealth from any claim that it otherwise may have been able to make or bring against the Commonwealth arising out of or in connection with any exercise by the Commonwealth of any of its rights under clause 1.5.5 (including as the exercise of those rights is contemplated in this clause 1.5.12).

1.6 Entire Agreement (Core)

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

1.7 Precedence of Documents (Core)

- 1.7.1 If there is any inconsistency between parts of the Contract, a descending order of precedence shall be accorded to:
- a. the COC (including the Details Schedule) and the Glossary (other than the referenced documents in the Glossary);
 - b. in relation to an S&Q Service, the S&Q Order for the S&Q Service;
 - c. the SOW and its annexes;
 - d. the attachments other than the SOW and the Glossary; and
 - e. any document incorporated by express reference or otherwise referenced as part of the Contract,
- so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.8 Contracted Requirement (Core)

- 1.8.1 The Contractor shall, for the payments provided under the Contract, provide the Services and comply with all of its other obligations under the Contract.
- 1.8.2 The Contractor acknowledges and agrees that:
- a. the obligation to provide the Services includes an obligation to do everything necessary and incidental to ensuring the Services are provided, including functions and responsibilities that are reasonably related or required for the proper provision of the Services, even if they are not otherwise expressly mentioned in the Contract;
 - b. the only circumstances in which the Contractor shall be entitled to Performance Relief or Postponement are those in which all of the criteria in clause 6.4 have been satisfied; and
 - c. except where the Contract expressly authorises the Contractor to make a claim to the Commonwealth for a cost incurred by the Contractor, the Contractor is not entitled to claim that cost from the Commonwealth under the Contract.

1.9 Term (Core)

Note to drafters: Select either:

- **Option A (Award Term Contract extensions);**
- **Option B (Fixed-Term contracts); or**
- **Option C (Renewal Term Contract extensions).**

The approach to be taken should be as determined in the Procurement Strategy. Refer to the PPBC Guide for ASDEFCON (Support) for guidance.

Option A: For when an Award Term incentive will apply (preferred option). There are two Award Term models: 'standard Award Terms' and 'rolling-wave Award Terms' that may be included in the draft Contract. This option includes several sub-options and drafters must select those optional clauses that apply to the model being implemented. Options marked A-1A, A-2A etc apply to the standard Award Term and options marked A-1B, A-2B etc apply to the rolling-wave Award Term. If notes to drafters do not indicate one model or the other, then the sub-option applies to both. Refer to the PPBC Guide for ASDEFCON (Support) for further guidance.

- 1.9.1 The Contract expires at the end of the Initial Term specified in the Details Schedule unless it is:
- a. terminated earlier in accordance with the Contract or otherwise; or
 - b. extended by an Award Term in accordance with this clause 1.9.
- 1.9.2 Despite any other provision of the Contract, the Contract may be extended by one or more Award Terms but cannot be extended beyond the Maximum Term specified in the Details Schedule.

Note to drafters: If a rolling-wave Award Term model is used then delete the words 'subject to clause 1.9.16 from clause 1.9.3.'

- 1.9.3 The Contractor acknowledges and agrees that:
- a. **[subject to clause 1.9.16,]** an Award Term shall only be offered where the Commonwealth rates the Contractor's performance as '**satisfactory**' in accordance with clause 1.9.10b for the relevant Award Assessment Period; and
 - b. an extension to the Term by an Award Term offered under clause 1.9.3 shall only be granted if a CCP to extend the Term by the Award Term is Approved by the Commonwealth and executed by both parties.
- 1.9.4 The Commonwealth may, despite the Contractor's performance being assessed as satisfactory for the relevant Award Assessment Period, notify the Contractor that an Award Term shall not be offered:
- a. due to strategic or national interest reasons or other direction from Government; or
 - b. because the Products forming the basis of the Capability will be entirely withdrawn from service at the end of the current Term.
- 1.9.5 The Contractor shall not have any claim against the Commonwealth where the Commonwealth does not offer an Award Term in accordance with this clause 1.9.

Note to drafters: Select the following Option A-1A for standard Award Terms or Option A-1B for rolling-wave Award Terms.

Option A-1A: If a standard Award Term model is selected include this clause.

- 1.9.6 The Commonwealth shall, at least 100 Working Days before the Off Ramp Date for the current Term, determine in accordance with this clause 1.9 if an Award Term will be offered.
- 1.9.7 The date on which the Commonwealth makes its determination under clause 1.9.6 shall be the '**Award Term Determination Date**'.

Option A-1B: If a rolling-wave Award Term model is selected include this clause and insert the Milestone from when Contractor performance will be measured and assessed in accordance with Attachment P.

- 1.9.8 The Commonwealth shall within 20 Working Days following each anniversary of the **[INSERT EITHER, "Operative Date" OR "end of the PIP" OR "end of stage [X] of the PIP"]** determine in accordance with this clause 1.9 if an Award Term will be offered, but only if the Off Ramp Date is more than 120 Working Days from the date of that anniversary. If the Off Ramp Date is less than 120 Working Days from the date of that anniversary, no Award Term shall be offered.
- 1.9.9 The date on which the Commonwealth makes its determination under clause 1.9.8 shall be the **'Award Term Determination Date'**.

Note to drafters: Insert the applicable Milestone which defines the period.

- 1.9.10 The Commonwealth shall, in accordance with clauses b and 1.9.12, assess the Contractor's performance under the Contract for the following period (as applicable) (each an Award Assessment Period):
- a. in respect of the first Award Term, the period from the **[INSERT EITHER "Operative Date" OR "end of the PIP" OR "end of stage [X] of the PIP" WHICH DEFINES THE PERIOD]** until the end of the Review Period immediately prior to the first Award Term Determination Date; and
 - b. in respect of each subsequent Award Term, the period that commences on the day following the end of the previous Award Assessment Period until the end of the Review Period immediately prior to the relevant Award Term Determination Date.
- 1.9.11 The Commonwealth shall rate the Contractor's performance under the Contract for an Award Assessment Period as satisfactory if:
- a. the Contractor has performed its obligations in a manner which satisfies the objectives of the Contract specified in clause 1.3.1;
 - b. the Contractor's performance for each KPI in every Review Period during the Award Assessment Period was assessed as being in Performance Band A or B;
 - c. the Contractor's performance against any Other Performance Measures specified as being relevant to an Award Term decision, is acceptable to the Commonwealth;

Note to drafters: Include clause 1.9.11d if Periodic Cost Reviews have been included at clause 1.11.

- d. the outcome of a Periodic Cost Review (where applicable) conducted in accordance with clause 1.11 is acceptable to the Commonwealth;

Note to drafters: The selection of two unsatisfactory ratings should only be considered where the Award Assessment Period spans a relatively high number of Review Periods (eg, eight Review Periods of three months each).

- e. the Contractor has received no more than **[INSERT EITHER, "one rating" OR "two ratings"]** of **'unsatisfactory'** in respect of the CIE Program at the Performance Assessment Reviews, undertaken in accordance with SOW clause 3.4.5, during the Award Assessment Period; and
- f. the Contractor has not been required to develop and deliver a Remediation Plan or, where the Contractor has been required to develop and deliver a Remediation Plan in accordance with clause 6.12.1 (whether before or during the Award Assessment Period), the Commonwealth has not been entitled to suspend payment under clause 6.12.6a in respect of that Remediation Plan during the Award Assessment Period.

Note to drafters: If a standard Award Term is not selected, delete the words 'Subject to clause 1.9.16' from the following clause 1.9.12.

- 1.9.12 The Commonwealth shall rate the Contractor's performance under the Contract for an Award Assessment Period as unsatisfactory if the Commonwealth's assessment is that during the Award Assessment Period any of the requirements of clause 1.9.10b have not

been met. **[Subject to clause 1.9.16,]** if the Contractor's performance is rated as unsatisfactory by the Commonwealth, the Contractor shall not be offered an Award Term.

Option A-2A: If a standard Award Term model is selected include this clause.

1.9.13 Subject to clause 1.9.15, if the Contractor's performance is rated as satisfactory following an assessment by the Commonwealth, the Commonwealth Representative shall, no later than five Working Days after the Award Term Determination Date, give a notice to the Contractor ('Extension Notice') specifying the period by which the Contract is proposed to be extended ('Award Term'), which shall not be shorter than **[INSERT MINIMUM EXTENSION (EG, two years)]** or longer than **[INSERT MAXIMUM EXTENSION (EG, four years)]**. In determining the duration of the Award Term, the Commonwealth may have regard to the Commonwealth's assessment of the Contractor's performance during the current and any previous Award Assessment Periods.

Option A-2B: If the rolling wave Award Term model is selected include this clause.

1.9.14 Subject to clause 1.9.15, if the Contractor's performance is rated as satisfactory following an assessment by the Commonwealth, the Commonwealth Representative shall, no later than five Working Days after the Award Term Determination Date, give a notice to the Contractor ('Extension Notice') that the Contract is proposed to be extended by one year ('Award Term').

1.9.15 Where an Award Term would extend the Contract to within **[INSERT NUMBER]** years of the Maximum Term, the Commonwealth may, subject to clause 14.4, increase the period of the proposed Award Term specified in the Extension Notice to align with the Maximum Term.

Note to drafters: Clause 1.9.16 gives the Commonwealth the discretion to extend the Term despite an unsatisfactory rating, with this extension to be treated as an Award Term that is subject to a separate Award Assessment process under clauses 1.9.10 to 1.9.12. This extension allows the Contractor to demonstrate that any performance shortfalls have been overcome. Accordingly, the maximum extension under this clause should be no longer than the minimum Award Term extension that can be granted under clause 1.9.13 (ie, when the Contractor receives a satisfactory performance rating). Refer to the PPBC Guide for ASDEFCON (Support) for further guidance.

Option A-3: If a standard Award Term model is selected include this clause

1.9.16 If the Contractor's performance is rated as unsatisfactory following an assessment by the Commonwealth, the Commonwealth Representative may, no later than five Working Days after the Award Term Determination Date, give an Extension Notice proposing an Award Term. The Award Term shall not be longer than **[INSERT MAXIMUM DCRETIONARY EXTENSION, BEING LESS THAN THE MINIMUM 'SATISFACTORY' AWARD TERM (EG, one year)]**.

Note to drafters: Ensure that the clause references in the following clause are updated to the selected option. For standard Award Term the clause references will be 'clause 1.9.13 or clause 1.9.16' and for a rolling wave Award Term the clause reference will be 'clause 1.9.14'.

1.9.17 If the Commonwealth Representative gives an Extension Notice under **[INSERT EITHER "clauses 1.9.13 or 1.9.16" OR "clause 1.9.14"]**, the Commonwealth shall in the Extension Notice:

- a. state whether the Commonwealth has determined that there is to be a reduction in the scope of the Contract for the proposed Award Term in accordance with clause 1.10; and
- b. provide details of any other proposed changes to the scope of the Services:
 - (i) during the current Term, with the proposed changes commencing no earlier than the current Off Ramp Date; or
 - (ii) for the proposed Award Term.

- 1.9.18 The Contractor shall within 30 Working Days after receipt of an Extension Notice, or such other period as agreed between the parties, submit a CCP in accordance with clause 11.1 to reflect:
- a. the proposed extension to the Term by the proposed Award Term;
 - b. any reduction in the scope of the Contract for the proposed Award Term in accordance with clause 1.10;
 - c. the pricing and payment arrangements (and related financial matters) to apply during the proposed Award Term in accordance with clause 1.9.19, including a detailed breakdown of the pricing, cost components and margins for each line item in the annexes to Attachment B; and
 - d. any other changes to the scope of the Services proposed by the Commonwealth in accordance with clause 1.9.17b.

- 1.9.19 The pricing and payment arrangements to apply during the proposed Award Term shall be the pricing and payment arrangements applicable to the final year of the current Term, adjusted only to reflect:
- a. cost savings arising from the implementation of Approved Innovations / Efficiencies to reduce TCO, which depend upon or that are inter-related with the extension of the Term by the proposed Award Term and cost savings identified in accordance with clause 3.4.5.9b of the SOW;

Note to drafters: Include clause 1.9.19b if Periodic Cost Reviews have been included at clause 1.11.

- b. the outcome of a Periodic Cost Review (where applicable) conducted in accordance with clause 1.11;
 - c. the outcome of any Contract Performance Review conducted in accordance with clause 3.4.4 of the SOW;
 - d. any reduction in the scope of the Contract for the proposed Award Term in accordance with clause 1.10; and;
 - e. any other changes to the scope of the Services proposed by the Commonwealth for the proposed Award Term in accordance with clause 1.9.17b.
- 1.9.20 The Commonwealth may reject a CCP submitted by the Contractor under clause 1.9.18, if:
- a. the CCP has not been prepared in accordance with the Extension Notice, clause 1.9.18 or such other changes agreed by the Commonwealth; or
 - b. the Commonwealth determines, acting reasonably, that the pricing set out in the CCP taken as a whole does not represent value for money for the Commonwealth.

Option A-4: If a rolling-wave Award Term model is selected include this clause.

- 1.9.21 If the Commonwealth has not Approved the CCP referred to in clause 1.9.18 within 95 Working Days of the date of the Extension Notice, the Award Term shall not be granted.

- 1.9.22 If the Off Ramp Date occurs the Contract will not be extended and:
- a. the Phase Out provisions in clause 13.8.2 will apply on and from the Off Ramp Date; and
 - b. the Contract will expire at the end of the Term.

Option B: For when the Contract is to be for a Fixed Term (ie, no Contract extension).

- 1.9.23 Unless terminated earlier in accordance with the Contract or otherwise, the Contract expires at the end of the Fixed Term specified in the Details Schedule.
- 1.9.24 The Commonwealth may give a notice to the Contractor at any time prior to the end of the Fixed Term that some or all of the Phase Out provisions in clause 14 will apply from a date specified in the notice, provided that such date is after the date being **[INSERT PERIOD, EG, one year]** prior to the end of the Fixed Term.

Option C: For when Renewal Term Contract extensions will apply. Renewal Terms are only to be used in a direct-sourcing or similar non-competitive contracting environment and where Award Terms are not feasible. The inclusion of Renewal Terms must be endorsed within the Project Execution Strategy or Support Procurement Strategy, as applicable. Refer to the PPBC Guide for ASDEFCON (Support) for further guidance.

- 1.9.25 The Contract expires at the end of the Initial Term specified in the Details Schedule unless it is:
- a. terminated earlier in accordance with the Contract or otherwise; or
 - b. extended by a Renewal Term specified in the Details Schedule in accordance with this clause 1.9.
- 1.9.26 Despite any other provision of the Contract, the Contract may be extended by one or more Renewal Terms but cannot be extended beyond the Maximum Term specified in the Details Schedule.
- 1.9.27 The Commonwealth may extend the Contract by the Renewal Term, by giving the Contractor a notice ('**Extension Notice**') at least 100 Working Days before the Off Ramp Date. The Commonwealth shall, in the Extension Notice:
- a. state whether the Commonwealth has determined that there is to be a reduction in the scope of the Contract for the Renewal Term in accordance with clause 1.10; and
 - b. provide details of any other proposed changes to the scope of the Services commencing during the balance of the current Term or the proposed Renewal Term.
- 1.9.28 The Contractor shall, within 30 Working Days after a notice under clause 1.9.27 or such other period as agreed by the Commonwealth in writing, submit a CCP in accordance with clause 11.1 to give effect to the Extension Notice.
- 1.9.29 The pricing and payment arrangements to apply during the proposed Renewal Term shall be the pricing and payment arrangements applicable to the final year of the current Term, adjusted only to reflect:
- a. cost savings arising from the implementation of Approved Innovations / Efficiencies to reduce TCO, which depend upon or that are inter-related with the extension of the Term by the proposed Renewal Term and cost savings identified in accordance with clause 3.4.5.9b of the SOW;

Note to drafters: Include paragraph b if Periodic Cost Reviews have been included at clause 1.11.

- b. the outcome of any Periodic Cost Review (where applicable) in accordance with clause 1.11;
 - c. the outcome of any Contract Performance Review conducted in accordance with clause 3.4.4 of the SOW;
 - d. any reduction in the scope of the Contract for the proposed Renewal Term in accordance with clause 1.10; and
 - e. any other changes to the scope of the Services proposed by the Commonwealth in accordance with clause 1.9.27b.
- 1.9.30 If the Commonwealth has not Approved the CCP referred to in clause 1.9.28 before the Off Ramp Date, the Contract will not be extended and:

- a. the Phase Out provisions in clause 14 will apply on and from the Off Ramp Date; and
- b. the Contract will expire at the end of the Term.

1.10 Reduction in Scope for a Contract Extension (Optional)

Note to drafters: Include this clause if Option A - Award Terms or Option C - Renewal Terms was selected at clause 1.9 and the Commonwealth requires the ability to reduce the scope of the Services for a Contract extension. A reduction may occur if a more effective solution becomes available or pre-planned because a component of the Services has been identified for later reallocation to the Commonwealth or as part of a separate contracting activity. Otherwise, the following subclauses should be replaced with a single 'Not used'. When this clause is included, drafters must select either Option A or Option B, for Award Term or Renewal Term Contract extensions, as selected for clause 1.9.

Option A: If Award Terms - Option A was selected at clause 1.9 include this clause. At clause 1.10.3 amend clause in square brackets cross-reference accordingly.

- 1.10.1 The Commonwealth may, in an Extension Notice, reduce the scope of the Contract for an Award Term by removing part of the Services if the Commonwealth has determined that:
- a. the provision of the relevant Services by the Contractor does not represent value for money for the Commonwealth;
 - b. it is necessary for strategic or national interest reasons, or because of a change in the location of the relevant Products, that the relevant Services be provided by a person other than the Contractor (which may include the Commonwealth itself);
 - c. the relevant Services will be provided by the Commonwealth;
 - d. the Commonwealth Representative has formed the view that the Contractor has repeatedly breached a requirement of the Contract in relation to the relevant Services; or
 - e. the relevant Services will not be required because the Commonwealth has determined that one or more of the Products that form the basis of the Capability will be withdrawn from service.

Option B: If Renewal Terms - Option C was selected at clause 1.9 include this clause. At clause 1.10.3 amend clause in square brackets cross-reference accordingly.

- 1.10.2 The Commonwealth may, in an Extension Notice, reduce the scope of the Contract for a Renewal Term specified in the Details Schedule by removing part of the Services.

- 1.10.3 If the Commonwealth gives a notice under clause **[INSERT EITHER 1.10.1 or 1.10.2]**:
- a. the Commonwealth shall not be liable for any Loss suffered or incurred by the Contractor as a result of the reduction in scope;
 - b. the Commonwealth shall only be liable for payments under the payment terms of the Contract as amended in accordance with clause 13.5.7; and
 - c. the Contractor shall comply with clause 13.5.7.
- 1.10.4 This clause 1.10 does not affect the operation of any other rights of the Commonwealth under the Contract or otherwise, including under clauses 13.4 and 13.5.7.

1.11 Periodic Cost Reviews (Optional)

Note to drafters: Periodic Cost Reviews should be considered core for all contracts except for those that are for a 'shorter' fixed term (eg, less than 7 years).

Periodic Cost Reviews should be included in longer-term support contracts (eg, greater than 7 years) to enable the pricing and payment arrangements to be rebaselined at particular times. Typically, this should only need to occur after every 5-7 years. The rebaselining of the pricing

and payment arrangements recognises that, in longer term contracts, prices and price bases will not always change in line with the relevant indices.

- 1.11.1 Periodic Cost Reviews shall be conducted in accordance with this clause 1.11 and clause 3.4.6 of the SOW.

Option A: If standard Award Terms – Option A-1A was selected at clause 1.9 include this clause.

- 1.11.2 Periodic Cost Reviews shall be conducted at least three months prior to the end of the Award Assessment Period for **[INSERT TIMEFRAME (eg, "every second" or "every fourth")]** Award Term in order to inform the price and payment arrangements under clause 1.9.19.

Option B: If Renewal Terms - Option C was selected at clause 1.9 include this clause.

- 1.11.3 Periodic Cost Reviews shall be conducted nine months prior to the Off Ramp Date in preparation for **[INSERT TIMEFRAME (eg, "each" or "every second")]** Renewal Term specified in the Details Schedule in order to inform the price and payment arrangements under clause 1.9.28.

- 1.11.4 In this clause 1.11, 'Commonwealth' includes its relevant advisers and other persons acting for or on behalf of the Commonwealth.

- 1.11.5 The Contractor shall:

- a. cooperate with the Commonwealth in respect of each Periodic Cost Review; and
- b. do anything that the Commonwealth reasonably requires for the purpose of each Periodic Cost Review, including providing information and attending meetings, as the Commonwealth requires.

- 1.11.6 The Contractor shall provide the following information in support of the Periodic Cost Review, at least 20 Working Days prior to the date for the review (as notified by the Commonwealth):

- a. for Recurring Services, an analysis in relation to each line item or element of the Services and prices specified in Annex B to Attachment B, in order to determine the ongoing validity and appropriateness of those Services and prices for the Recurring Services that are intended to be provided under the Contract;
- b. for Task-Priced Services, an analysis of each of the Services and associated prices specified in Annex D to Attachment B, in order to determine the ongoing validity and appropriateness of those Services and prices; and
- c. for S&Q Services, an analysis of the labour and mark-up rates set out in Annex E to Attachment B, including, when adjustment to the rates is considered necessary, a proposal to adjust the rates, including suitable justification for each labour category for which the rate is proposed to be changed (eg, by providing a comparison with current industry norms).

- 1.11.7 The information to be provided by the Contractor under clause 1.11.6 shall include the following details in relation to Recurring Services and, where a CWBS is required under the Contract, the following details in relation to each CWBS element:

- a. a breakdown of Contractor labour engaged to provide the Recurring Services, by labour category and the period for which engaged (including periods of leave or absence from duty);
- b. Contractor labour rate and number of hours expended on Recurring Services in relation to each location;
- c. materials used in the performance of the Services, including costs, financing charges, interest, overheads on materials, stock, facilities, plant and equipment utilised in relation to the Services;
- d. any other expenses associated with providing the Recurring Services;
- e. details of all margins applied;

- f. prices for Approved Subcontractors, detailing the breakdown of labour and material prices (where applicable);
 - g. prices for any other Subcontractors detailing total labour and material prices (where applicable) per Subcontractor; and
 - h. any other information reasonably required by the Commonwealth Representative to enable the objectives of the review to be achieved.
- 1.11.8 When the Contractor wishes to propose one or more adjustments to the pricing and/or payments through the Periodic Cost Review, it shall include the proposed adjustments together with a justification for the adjustments as part of the information provided under clause 1.11.6.
- 1.11.9 Any adjustments to pricing or payments proposed by the Contractor under clause 1.11.8 shall be:
- a. calculated subject to the overriding consideration that the Commonwealth receives value for money and the revised prices are fair and reasonable and are calculated in a manner that is transparent and avoids any double counting;
 - b. based on the pricing and payment arrangements applicable to the final year of the current Term (or the last full year of the Contract if the Periodic Cost Review is not being conducted for the purposes of extending the Contract), but adjusted having regard to:
 - (i) any incremental costs which will be incurred by the Contractor in performing the Services during the proposed **[INSERT EITHER Award Term OR Renewal Term]**, or during the balance of the Term, if the Periodic Cost Review is not being conducted for the purposes of extending the Contract, except to the extent that those costs:
 - 1) are reflected in the adjustments which have occurred or will occur in accordance with Annex G to Attachment B;
 - 2) arise directly or indirectly as a result of the Contractor not complying with its obligations under the Contract ;
 - 3) could have been reasonably contemplated and allowed for by the Contractor before entering into the Contract and
 - 4) could have been mitigated by the Contractor;
 - (ii) any reduction in costs or other savings, including those which will or are expected to arise as a result of implementing any Approved Innovations / Efficiencies or from any efficiencies implemented by the Contractor other than in accordance with clause 13 of the SOW;
 - (iii) cost savings arising from any amounts previously paid to the Contractor in respect of costs which have not been actually incurred by the Contractor; and
 - c. calculated on the basis that the percentage of price which represents profit will not increase as a result of any change to the prices for the proposed **[INSERT EITHER Award Term OR Renewal Term]** or during the balance of the Term if the Periodic Cost Review is not being conducted for the purposes of extending the Contract; and
 - d. expressed in Base Date (specified in the Details Schedule) amounts.
- 1.11.10 Without limiting clause 11.7 or any other provision of the Contract, the Contractor shall and shall ensure that Approved Subcontractors shall:
- a. provide all information referred to in this clause 1.11 on an Open Book Basis;
 - b. promptly provide the Commonwealth with full access to internal cost estimation, programming, contingency and risk information used by the Contractor and the Approved Subcontractors (as applicable) for their own purposes in calculating the adjustments to the pricing and payments and, to the extent the Commonwealth reasonably considers the information relevant to its assessment of the adjustments;

- c. allow the Commonwealth to review and undertake audits on reasonable notice at reasonable times so as to minimise disruption to the Contractor, the Approved Subcontractors (as applicable), or the Services, to enable the Commonwealth to:
 - (i) assess the reasonableness of the adjustments to the pricing and payments;
 - (ii) understand the basis on which those adjustments to the pricing and payments have been calculated; and
 - (iii) verify compliance with this clause 1.11;
- d. if requested by the Commonwealth:
 - (i) meet with the Commonwealth, or attend any meetings proposed by the Commonwealth; and
 - (ii) provide further details and access to appropriately qualified personnel, to enable the Commonwealth to:
 - (iii) discuss any potential adjustments to the pricing and payments referred to in this clause 1.11 to be contained in any CCP that may be necessary to adjust the pricing and payments set out in the Contract; and
 - (iv) assess the reasonableness of the adjustments to the pricing and payments, to understand the basis on which those adjustments have been calculated, and to verify compliance with this clause 1.11.

1.12 Phase In (Optional)

Note to drafters: Include this clause, if Phase In is included at clause 2.6 of the SOW

1.12.1 The Contractor shall comply with clause 2.6 of the SOW.

Option A: Include these clauses if the Contract follows a Contract (Support).

1.12.2 The Contractor acknowledges that it is replacing **[INSERT EITHER "an outgoing contractor" OR "the Commonwealth"]** and that retention of highly skilled and trained Personnel is of paramount importance for satisfactory provision of the Services.

1.12.3 The Contractor agrees to take all reasonable steps to facilitate the transfer of the personnel who wish to transfer from an outgoing contractor to the Contractor and who are accepted for engagement by the Contractor.

Option B: Include this clause if the Contract follows a Contract (Acquisition).

1.12.4 Notwithstanding anything in the SOW, the Contractor shall, when implementing the Approved Phase In Plan:

- a. except to the extent agreed in writing by the Commonwealth Representative, ensure there is no interruption to the Capability due to an act or omission of the Contractor;
- b. cooperate as reasonably necessary with Commonwealth organisations involved in the establishment of related elements of support for the Materiel Systems;
- c. cooperate as reasonably necessary with any other contractors to the Commonwealth that are establishing or configuring their support capabilities for the Materiel Systems; and
- d. ensure that the achievement of the Phase In of support capability enables, to the maximum extent practicable, the Commonwealth's validation activities for the acceptance into operational service of the Materiel System.

1.13 Ramp Up (Optional)

Note to drafters: Include this clause, if Ramp Up is included at clause 2.7 of the SOW to manage the increase of Services subsequent to the Operative Date.

1.13.1 The Contractor shall comply with clause 2.7 of the SOW.

Option A: Include this clause if the Contract follows a Contract (Support).

1.13.2 Notwithstanding anything in the SOW, the Contractor shall, when implementing the Approved Ramp Up Management Plan, except to the extent agreed in writing by the Commonwealth Representative, ensure there is no interruption to the **[INSERT EITHER 'planned ramp up of the Capability' OR 'Capability']** due to an act or omission of the Contractor.

Option B: Include this clause if the Contract follows a Contract (Acquisition).

1.13.3 Notwithstanding anything in the SOW, the Contractor shall, when implementing the Approved Ramp Up Management Plan:

- a. except to the extent agreed in writing by the Commonwealth Representative, ensure there is no interruption to the **[INSERT EITHER "planned ramp up of the Capability" OR "Capability"]** due to an act or omission of the Contractor;
- b. cooperate as reasonably necessary with any Commonwealth organisations involved in the establishment of related elements of support for the Materiel Systems;
- c. cooperate as reasonably necessary with any other contractors to the Commonwealth that are establishing or configuring their support capabilities for the Materiel Systems; and
- d. ensure that the achievement of Ramp Up of support capability enables, to the maximum extent practicable, the Commonwealth's validation activities for the acceptance into operational service of the Materiel System.

2 CONTRACT GOVERNANCE**2.1 Representatives (Core)**

- 2.1.1 The Commonwealth Representative is responsible for managing the Contract on behalf of the Commonwealth.
- 2.1.2 The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the Contract.
- 2.1.3 The parties may discuss the effect of a direction on the Contractor, including through the Contract Governance Framework set out in Attachment T. If the parties agree that the direction is not consistent with clause 2.1.2, the Contractor may submit a CCP to give effect to the direction.
- 2.1.4 If given orally a direction shall be confirmed in writing by the Commonwealth Representative within 10 Working Days. Unless otherwise specified in the Contract, the Commonwealth Representative has no authority to waive any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 11.1 or clause 11.4 of the SOW.
- 2.1.5 The Contractor Representative has the authority to represent the Contractor for the purposes of the Contract.
- 2.1.6 The Commonwealth Representative or the Contractor Representative:
- a. shall advise of a change in representative; and
 - b. may delegate their functions under the Contract, or authorise another person on their behalf to carry out their functions under the Contract,
- by giving a notice to the other party (including updated Notice Details specified in the Details Schedule, and the scope of the delegation or authorisation, as applicable).
- 2.1.7 Unless authorised by the Contract, any work performed or cost incurred by the Contractor in response to a communication from the Commonwealth Representative is at the Contractor's sole risk.

2.2 Notices (Core)

- 2.2.1 Unless the contrary intention appears, any notice under the Contract shall be effective if it is in writing and sent from and delivered to the Commonwealth Representative or Contractor Representative, as the case may be, in accordance with the Notice Details specified in the Details Schedule.
- 2.2.2 A notice given in accordance with this clause 2.2 is deemed to be delivered:
- a. if hand delivered, when received at the address;
 - b. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another; or
 - c. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,
- but if the receipt or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

2.3 Governance Framework (Core)

- 2.3.1 The Commonwealth and the Contractor shall manage their Contract relationship, and oversee and manage their respective performance of the Contract, in accordance with the Contract Governance Framework set out in Attachment T.

3 PROVISION OF SERVICES

3.1 Language and Measurement (Core)

- 3.1.1 All information provided as part of the Services under the Contract shall be written in English. If such documentation is a translation into the English language, the translation shall be accurate and free from ambiguity.
- 3.1.2 Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth), or, if Services are imported, units of measurement as agreed in writing by the Commonwealth Representative.

3.2 Standards of Work and Conformity (Core)

- 3.2.1 The Contractor shall:
- a. carry out its work under the Contract (including provision of the Services):
 - (i) in accordance with the standards specified in the Contract and all applicable laws; and
 - (ii) otherwise in accordance with good industry practice;
 - b. ensure that the Services conform to the requirements of the Contract; and
 - c. ensure that the Deliverables are compatible with and do not restrict the performance of, or adversely affect, other equipment specified or referred to in the Contract that will or may be used with the Deliverables.
- 3.2.2 For the purpose of this clause, 'good industry practice' means practices, methods and standards that would reasonably be expected from professional and experienced contractors in the relevant industry undertaking the same type of work as the Contractor in the same or similar circumstances.

3.3 Fitness for Purpose (Core)

- 3.3.1 The Contractor shall ensure that the Services are fit for the purposes provided for in the Contract, except to the extent that the failure of the Services to be fit for purpose results from a Commonwealth Default.

3.4 Authorisations (Core)

- 3.4.1 The Contractor shall, and shall ensure that its Subcontractors:

- a. obtain and maintain in full force all Authorisations (other than Export Approvals);
 - b. without limiting clause 1.5.3a(xi), take all reasonable steps to obtain and maintain in full force all Export Approvals;
 - c. provide a copy of any Authorisations to the Commonwealth within five Working Days after request by the Commonwealth; and
 - d. ensure that all work under the Contract is performed and the Services are provided in accordance with all Authorisations.
- 3.4.2 The Contractor shall notify the Commonwealth Representative within five Working Days after receiving notification that an Authorisation is refused, revoked or qualified.
- 3.4.3 The Contractor shall notify the Commonwealth Representative within five Working Days after:
- a. the application for an Export Approval; or
 - b. the grant of, or a new requirement for, an Export Approval.
- 3.4.4 The Commonwealth Representative shall, on request by the Contractor, give the Contractor all assistance reasonably required to facilitate the provision of an Export Approval, including the provision of a certificate by the Commonwealth as to the end use of the Services.
- 3.4.5 The Commonwealth shall take all reasonable steps to ensure that the provision and use of GFM under the Contract is permitted under all applicable Export Approvals.
- 3.4.6 The Contractor shall, on request by the Commonwealth, give the Commonwealth all assistance reasonably required to ensure that the provision and use of GFM under the Contract is permitted under all applicable Export Approvals.
- 3.4.7 If a party becomes aware of a breach of an Export Approval, it shall promptly notify the other party and co-operate with any investigation or disclosure to the relevant government authorities in relation to the breach.

3.5 Imports and Customs Entry (RFT Core)

- 3.5.1 The Contractor shall arrange customs entry and the payment of any customs duty applicable to any aspect of the provision of the Services at no additional cost to the Commonwealth, except as provided in this clause 3.5.
- 3.5.2 The Contractor shall give the Commonwealth Representative a notice, including supporting evidence, of any variation to the rate of customs duty applicable to the Services between the Base Date specified in the Details Schedule and the relevant date of entry and:
- a. in the case of an increase, the Contractor may claim reimbursement of an amount equivalent to the extra customs duty payable as a consequence of the increase; or
 - b. in the case of a decrease, the Commonwealth may elect to recover from the Contractor under clause 13.7 an amount equivalent to the reduction in the customs duty payable as a consequence of the decrease. No amount shall be owing to the Commonwealth under this clause 3.5.2 until the Commonwealth elects to recover the amount.
- 3.5.3 The Commonwealth shall not be liable to reimburse the Contractor for any fine or penalty incurred by the Contractor under any Australian customs, excise or duty legislation applicable to the importation of the Services.

3.6 GFM – Provision and Management (Core)

- 3.6.1 The Commonwealth shall deliver or provide access to, and the Contractor shall manage, GFM in accordance with the Contract.
- 3.6.2 The Commonwealth shall notify the Contractor of any known damage, defect or deficiency in the GFM.
- 3.6.3 The Contractor acknowledges and agrees that:
- a. the Commonwealth's obligations to provide GFM on the dates or at the times described in Attachment E or the GFM section of an S&Q Order are subject to the Contractor performing the Services in accordance with clause 6.1.1; and

- b. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to provide GFM to the Contractor, or access to Products, at the time the Contractor requires delivery of or access to the GFM or Products (as applicable).
- 3.6.4 Subject to the Commonwealth's rights under clause 6.5.6, if at any time the Contractor requires a change to the timing of delivery of or access to GFM or Products, the Commonwealth shall use reasonable endeavours to accommodate such change.
- 3.6.5 To avoid doubt, clause 3.6.4 does not require the Commonwealth to remove GFM or Products from operational requirements, amend any other contracts, incur any additional costs or provide the Contractor with GFM or Products allocated to or available for other contracts.
- 3.6.6 The Contractor shall not be entitled to Performance Relief or Postponement of a date for the provision of Services or a Milestone Date, or to postponement costs, on the basis of any failure by the Commonwealth to deliver or provide access to GFM or Products in accordance with any changed requirement under clause 3.6.4, except to the extent that the requirement for the change resulted from an event or circumstance in respect of which the Contractor was entitled to Performance Relief or Postponement in accordance with clause 6.4.
- 3.6.7 The Contractor shall ensure that the use of GFM does not adversely impact on the provision of the Services or Products.

Option: For when GFI is to be provided.

- 3.6.8 The parties acknowledge that the GFI is not furnished to the Contractor for the purpose of either directing or guiding the Contractor's task under the Contract. The Commonwealth does not warrant the suitability of such GFI for any particular use or application, nor does the Commonwealth warrant the accuracy or precision of the GFI.
- 3.6.9 Except as otherwise provided in this clause 3.5.3, the Contractor shall be responsible for the application or use of the GFI and any conclusions, assumptions or interpretations made by the Contractor on the basis of the GFI, or its application or use of them.

Option: For when the Contract includes GFD or Commonwealth Mandated GFM.

Note to drafters: Data should only be furnished to the Contractor as GFD where it is required for the performance of the Contract, and can only be provided to the Contractor by the Commonwealth, and cannot be independently verified by the Contractor.

- 3.6.10 The Commonwealth shall ensure that each item of GFD and Commonwealth Mandated GFM is fit for the purpose specified in respect of that item in Attachment E or the GFM section of an S&Q Order, except to the extent that the failure of the item to be fit for the relevant purpose results from:
- a. a Defect that was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract); or
 - b. a Contractor Default.

3.7 Government Furnished Facilities (Optional)

Note to drafters: Use clause 3.7 if there is to be a licence of GFF to the Contractor. If there is not to be a licence of GFF, mark clause 3.7 'Not Used'.

All necessary approvals under the Lands Acquisition Act 1989 (Cth) (LAA) to grant a licence of GFF must be obtained before the Contract is signed. Failure to obtain the necessary LAA approvals before then will breach the LAA.

Drafters must engage with Directorate of Licensing and Leasing (DELL), Infrastructure Division, Security and Estate Group (SEG) when entering into a Contract that will licence GFF to the Contractor.

- 3.7.1 The Commonwealth grants to the Contractor a non-exclusive licence to occupy and use the GFF on the terms set out in Attachment O.
- 3.7.2 Each party shall comply with its obligations under Attachment O and the SOW.

3.8 Commonwealth Property (Core)

- 3.8.1 The Contractor acknowledges that GFM and any other Commonwealth Property provided to or used by the Contractor or a Subcontractor for the purposes of the Contract, remains the property of the Commonwealth.
- 3.8.2 The Commonwealth retains the right to identify Commonwealth Property as its property and the Contractor shall preserve any means of identification.
- 3.8.3 The Contractor shall only use Commonwealth Property:
- a. for the purposes of the Contract;
 - b. in a manner consistent with any applicable requirements for the Commonwealth Property, including as set out in the SOW; and
 - c. for the purposes for which the Commonwealth Property was designed, manufactured or constructed, or otherwise as expressly permitted or required by any prior written Approval of the Commonwealth Representative.
- 3.8.4 The Contractor shall not, without the prior written approval of the Commonwealth Representative, do any of the following:
- a. modify Commonwealth Property;
 - b. move Commonwealth Property from the location to which it was delivered (except to return the property to the Commonwealth); and
 - c. transfer possession or control of Commonwealth Property to any other person,
- except to the extent reasonably necessary to enable the Contractor to satisfy an express requirement of the Contract.
- 3.8.5 The Contractor shall not, without the prior written approval of the Commonwealth Representative, create or allow to be created any Security Interest over any Commonwealth Property.
- 3.8.6 The Contractor shall return all items of Commonwealth Property (including GFM) that are required to be returned to the Commonwealth in accordance with the SOW, Attachment O or as otherwise directed by the Commonwealth Representative.
- 3.8.7 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Contract, including through access to Commonwealth information technology systems. The Contractor shall not access or use Commonwealth-held information except to the extent strictly required for the performance of the Contractor's obligations under the Contract.
- 3.8.8 Without limiting the Contractor's obligations with respect to Commonwealth Property as set out in the SOW and Attachment O, the Contractor shall notify the Commonwealth Representative within five Working Days after becoming aware of any material loss or damage to, or any material defect in, any Commonwealth Property provided to, or used by, the Contractor or a Subcontractor for the purposes of the Contract.

3.9 Government Furnished Services (RFT Core)

- 3.9.1 The Commonwealth shall provide the GFS, and the Contractor shall coordinate the provision of GFS, in accordance with the Contract.
- 3.9.2 If the Commonwealth fails to provide the GFS on the dates set out in Attachment E or the GFS section of an S&Q Order, the Contractor may make a claim for relief and relief costs in relation to the affected Services, except to the extent that the failure to provide the GFS was caused by a Contractor Default. The process for submission and consideration of the claim shall be undertaken, and any rights of the Contractor determined, in accordance with clauses 6.2 and 6.4.

Option: For when the Commonwealth mandates GFS.

- 3.9.3 The Commonwealth shall ensure that the Commonwealth Mandated GFS is fit for its intended purpose (being the purpose specified in respect of the GFS in Attachment E or the GFS section of an S&Q Order) except to the extent that the failure of GFS to be fit for the relevant purpose results from:
- a. any deficiency or other non-compliance in the GFS when it was provided to the Commonwealth, by the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract); or
 - b. a Contractor Default.
- 3.9.4 If the Contractor becomes aware of a deficiency or other issue that may result in the GFS not being fit for its intended purpose, the Contractor shall, as soon as reasonably practicable, notify the Commonwealth of the deficiency or issue.

3.10 Members Required in Uniform (Optional)

- 3.10.1 The Commonwealth may make MRU available for utilisation by the Contractor in accordance with this clause 3.10 and Attachment R. Where the Commonwealth does not make MRU available in accordance with the Contract, the Contractor shall not be entitled to make any claim against the Commonwealth or Commonwealth Personnel and shall not be entitled to claim relief under clause 6.4 or relief from performing its obligations under the Contract.
- 3.10.2 The Contractor shall utilise MRU made available in accordance with Attachment R.
- 3.10.3 If any MRU Credit Rate is specified in Attachment R, the Contractor shall:
- a. credit the Commonwealth with the MRU Credit Rate multiplied by each hour the MRU are available to the Contractor for utilisation in the provision of the Services ('**MRU credit**'); and
 - b. offset against the claims made by the Contractor under clause 7.3 any MRU credit outstanding when a claim is made.
- 3.10.4 MRU remain members of the ADF. However, subject to any limitations in Attachment R, MRU operate under the direction and supervision of the Contractor, and the Contractor shall:
- a. bear the risk of all work performed by the MRU;
 - b. not be entitled to make any claim against the Commonwealth or Commonwealth Personnel arising out of or in connection with the work performed by the MRU; and
 - c. not be entitled to claim relief under clause 6.4 or relief from performing its obligations under the Contract,
- except arising out of or as a consequence of a wilfully wrongful act or omission on the part of the MRU.

3.11 Excess Capacity (Optional)

- 3.11.1 The Contractor shall not make use of Excess Capacity except in accordance with a written agreement between the Commonwealth and the Contractor that contains terms:
- a. specifying the extent and manner of the use of Excess Capacity;
 - b. detailing the savings or returns to the Commonwealth, including any fees (calculated by reference, so far as reasonably practicable, to the market rate of return for the utilised Excess Capacity);
 - c. specifying any limitations on the use of the Excess Capacity;
 - d. specifying the persons to whom the benefit of the Excess Capacity may be applied;
 - e. giving the Commonwealth a right to terminate the agreement, in whole or in part, by notice in writing;
 - f. limiting the Contractor's entire rights and remedies on termination of the agreement to the recovery from the Commonwealth of the actual costs to the Contractor of work performed but incomplete or non-saleable as a result of the termination; and

- g. specifying how the Contractor shall manage risks relating to WHS and the Environment.
- 3.11.2 If the Contractor wishes to use Excess Capacity, the Contractor shall submit a proposal to the Commonwealth Representative that includes the terms required by clause 3.11.1.
- 3.11.3 The Commonwealth Representative shall evaluate a proposal submitted under clauses 3.11.2 or 3.11.4 and within 20 Working Days after receipt, or within such other period as may be agreed, shall either:
 - a. agree to the proposal; or
 - b. reject the proposal giving reasons for such rejection.
- 3.11.4 If the Commonwealth rejects a proposal under clause 3.11.3b, the Contractor may submit a revised proposal which shall be subject to evaluation by the Commonwealth in accordance with clause 3.11.3.
- 3.11.5 Subject to clause 3.11.1e, the Contractor releases the Commonwealth from any claim that it otherwise may have been able to make or bring against the Commonwealth arising out of or in connection with any use of the Excess Capacity by the Contractor.

3.12 Key Persons and Personnel (Core)

Note to drafters: Key Persons are those individuals named in the Approved SSMP for the corresponding Key Staff Position in accordance with clause 9.1.2 of the SOW.

- 3.12.1 The Contractor shall ensure that each person named in the Approved SSMP is appointed to the Key Staff Position nominated for the person, and that each vacancy is filled as soon as practicable by a person accepted under this clause 3.12.
- 3.12.2 If the Contractor becomes aware that a Key Person will or may become unavailable to fill the relevant Key Staff Position for a period of four consecutive weeks or more, the Contractor shall:
 - a. promptly notify the Commonwealth of the impending unavailability; and
 - b. as soon as practicable, nominate a replacement with appropriate experience, skills and expertise.
- 3.12.3 The Commonwealth may give a notice, including reasons, directing the Contractor to remove specified Contractor Personnel from work in respect of the Services, if in the Commonwealth Representative's reasonable opinion that the person specified in the notice is:
 - a. a Key Person who is unable to perform the work required of them under the Contract for reasons of incapacity or incompetence; or
 - b. acting inappropriately to undertake the work required of them under the Contract for reasons relating to WHS, security, equity and diversity, workplace gender equality, probity, or the relationship between the Commonwealth and the Contractor.
- 3.12.4 If the Commonwealth gives the Contractor a notice under clause 3.12.3 the Contractor shall (or shall ensure that the relevant Subcontractor shall):
 - a. within the period specified in the notice, remove the Key Person from the relevant Key Staff Position; and
 - b. as soon as practicable, nominate a replacement with appropriate experience, skills and expertise.
- 3.12.5 For any person nominated as a Key Person or to replace a Key Person, the Contractor shall give the Commonwealth the documentation required by clause 9.1.2.2 of the SOW.
- 3.12.6 The Commonwealth shall notify the Contractor within 10 Working Days after receiving the documentation referred to in clause 3.12.5 whether or not a nomination has been accepted (including reasons if the nomination is rejected). The Commonwealth shall act reasonably in determining whether to accept or reject the nomination. If the Commonwealth notifies the Contractor that a nomination is rejected, the Contractor shall promptly nominate another person to replace the person.
- 3.12.7 The Contractor shall not be entitled to Performance Relief or Postponement of a date for provision of Services or a Milestone Date under clause 6.4 as a result of:

- a. any obligation of the Contractor to remove or replace a person under this clause 3.12 or any failure by the Contractor to provide a replacement person; or
 - b. the exercise by the Commonwealth of any right under this clause 3.12.
- 3.12.8 If the Contractor is required to replace any Key Person under this clause and a replacement person satisfactory to the Commonwealth is not accepted within three months after the Commonwealth first receives or provides notice under clause 3.12.2 or 3.12.3, the Commonwealth may give the Contractor a Default Notice in accordance with clause 13.3.

3.13 Ad Hoc Services (Core)

Note to drafters: Drafters are to amend Clause 3.13.1 to reflect which of clauses 3.14 to 3.16 are included in the Contract. If any of the following clauses are not required, the clauses can be deleted and the heading annotated with 'Not used'.

- 3.13.1 Except as provided in clauses 3.14, 3.15 and 3.16, the Commonwealth has no obligation to pay the Contractor for Ad Hoc Services.

3.14 Task-Priced Services (Optional)

Note to drafters: Task-Priced Services enable part of the Contract to function similar to a standing-offer for Services (including Item purchases) that are listed as Task-Priced Services in Attachment B (if any).

- 3.14.1 The Commonwealth Representative may by notice authorise the Contractor to provide a Task-Priced Service described in the notice.
- 3.14.2 If the Commonwealth Representative gives the Contractor a notice under clause 3.14.1, the Contractor shall:
- a. commence the Task-Priced Service within two Working Days of the notice (or within a longer period (if any) specified in the Contract or by the Commonwealth in the notice);
 - b. provide the Task-Priced Service in accordance with the Contract; and
 - c. complete the Task-Priced Service (and achieve Acceptance of any relevant Deliverables) within the period specified for that Task-Priced Service in the Contract (or within the longer period (if any) specified by the Commonwealth in the notice).
- 3.14.3 If the Contractor becomes aware that:
- a. circumstances have arisen in which, in the Contractor's reasonable opinion, the capability of the **[INSERT EITHER "Products Being Supported" OR "Mission System and/or Support System"]** may not be maintained unless a Task-Priced Service is performed; and
 - b. the Commonwealth Representative may not be aware of those circumstances,
- the Contractor shall notify the Commonwealth Representative of the circumstances as soon as is practicable.
- 3.14.4 Despite any other provisions of this Contract:
- a. the Commonwealth shall not be liable to pay to the Contractor more than the Task-Priced Services Limit specified in the Details Schedule in aggregate for Task-Priced Services provided during the Term; and
 - b. if the aggregate amount paid or payable in respect of Task-Priced Services provided during the Term reaches the Task-Priced Services Limit:
 - (i) the Contractor shall immediately notify the Commonwealth;
 - (ii) the Commonwealth may, but is not obliged, to increase the Task-Priced Services Limit by notice to the Contractor; and
 - (iii) the Contractor shall not perform any Task-Priced Services unless the Commonwealth elects to increase the Task-Priced Services Limit.

3.15 Survey & Quote Services (Core)

- 3.15.1 The Commonwealth Representative may request the Contractor to provide a quote for the provision of an S&Q Service described in the request. The request shall be in the form of Part 1 of Annex A to DID-SSM-S&Q.
- 3.15.2 The Contractor shall, before the due date specified by the Commonwealth in the request, conduct a survey of the S&Q Service and submit a quote for the S&Q Service ('**S&Q Quote**') in the form of Part 2 of Annex A to DID-SSM-S&Q. The S&Q Quote shall include:
- a. a price for the provision of the requested S&Q Service;
 - (i) prepared on the price basis specified by the Commonwealth in the request; and
 - (ii) calculated in accordance with Annex E to Attachment B; and
 - b. where applicable or requested by the Commonwealth, a draft of each of the plans and other items referred to in clause 3.3 of the SOW tailored to reflect the specific S&Q Services requested.
- 3.15.3 An S&Q Quote shall take effect when an S&Q Order in the form of Part 3 of Annex A to DID-SSM-S&Q is executed by the Commonwealth in respect of the S&Q Service. The Commonwealth may at any time before executing an S&Q Order cancel a request under clause 3.15.1 by notice to the Contractor. Upon receipt of such a notice, the Contractor shall cease its activities in relation to the request.
- 3.15.4 If the Commonwealth executes a S&Q Order in respect of an S&Q Service:
- a. subject to clause 3.15.5 and 3.15.6, the Contractor shall provide the S&Q Service in accordance with the Contract and the S&Q Order; and
 - b. complete the S&Q Service within the periods specified in the S&Q Order.
- 3.15.5 The S&Q Services shall be provided in accordance with the terms of the Contract, except to the extent that the S&Q Order states that, a provision of the SOW or another attachment identified in the S&Q Order:
- a. does not apply to the provision of the S&Q Service; or
 - b. is amended for the purposes of providing the S&Q Service.
- 3.15.6 Notwithstanding the terms of an S&Q Order, the S&Q Order shall not amend the COC and the COC shall apply to the extent of any inconsistency with the S&Q Order.
- 3.15.7 If the Contractor determines that the outcome of the S&Q Service may require a change to the Contract (other than to the COC), the Contractor shall promptly raise the issue with the Commonwealth Representative and seek a direction as to whether the Contractor is to submit a CCP in accordance with clause 11.1 to give effect to the required change.
- 3.15.8 If the Contractor becomes aware that:
- a. circumstances have arisen in which, in the Contractor's reasonable opinion, the capability of the **[INSERT EITHER "Products Being Supported" OR "Mission System and/or Support System"]** may not be maintained unless a S&Q Service is performed; and
 - b. the Commonwealth Representative may not be aware of those circumstances,
- the Contractor shall notify the Commonwealth Representative of the circumstances as soon as is practicable.

3.16 Pre-Authorised Ad Hoc Services (Optional)

- 3.16.1 Subject to clause 3.16.2, the Contractor may provide a Pre-Authorised Ad Hoc Service without the Commonwealth Representative having authorised the performance of the Service as a Task-Priced Service under clause 3.14 or executed an S&Q Order for the Service under clause 3.15 if the costs to the Commonwealth (whether in monetary or capability terms) for the Commonwealth Representative to authorise a Task-Priced Service or execute an S&Q Order for the provision of the Service would be disproportionate to the value of the Service.

- 3.16.2 Notwithstanding clause 3.16.1, the Contractor shall not provide a Pre-Authorised Ad Hoc Service without the Commonwealth Representative having authorised the performance of the Service as a Task-Priced Service under clause 3.14 or executed an S&Q Order for the Service under clause 3.15 if:
- a. the value of the Ad Hoc Service would exceed the Pre-Authorised Ad Hoc Services Limit specified in the Details Schedule when calculated on the basis of the prices set out in Attachment B;
 - b. the Ad Hoc Service relates to or affects **[INSERT SUBJECT/AREA]** or other subject areas as notified by the Commonwealth from time to time;
 - c. the Ad Hoc Service relates to the performance of an obligation which the Contractor is otherwise required to perform under the Contract;
 - d. the Ad Hoc Service is of a kind that the Commonwealth Representative has specified in a notice to the Contractor;

Note to drafters: For clauses 3.16.2e and 3.16.2e, drafters should amend the period if circumstances require.

- e. the cumulative value of claims made by the Contractor for Ad Hoc Services authorised under this clause 3.16 in the previous three months exceeds the Pre-Authorised Ad Hoc Services Limit; or
 - f. the number of claims made by the Contractor for Ad Hoc Services authorised under this clause 3.16 in the previous three months exceeds the Pre-Authorised Ad Hoc Services Limit.
- 3.16.3 The provisions of the Contract apply to the performance of a Pre-Authorised Ad Hoc Service, being a Service to be provided under the Contract.

3.17 Coordination and Cooperation with other Commonwealth Contractors (Core)

- 3.17.1 The Contractor shall coordinate and cooperate with Associated Parties in accordance with its obligations under clause 3.6 of the SOW at no additional cost to the Commonwealth.

3.18 Use of Contractor Resources (Core)

- 3.18.1 The Contractor:
- a. shall not charge the Commonwealth for any resources of the Contractor or a Subcontractor to the extent that the cost of such resources is included in the price for any other Services under the Contract ('**Commonwealth Funded Resources**'); and
 - b. shall ensure that it first seeks to use the spare capacity of any Commonwealth Funded Resources to satisfy any request by the Commonwealth for additional services (to the extent that such spare capacity is relevant to the request for additional Services), and that any CCP or quote submitted to the Commonwealth in response to such a request does not include the cost of the Commonwealth Funded Resources.

3.19 Capability Innovations and Efficiencies (Core)

- 3.19.1 The Contractor shall identify, analyse and implement Innovations / Efficiencies in accordance with clause 13 of the SOW.

3.20 Non-exclusivity (Core)

- 3.20.1 The Contractor agrees that nothing in this Contract prevents the Commonwealth from undertaking itself, or entering into an arrangement with a person other than the Contractor for the person to undertake, any work relating to the Products that is not included in the scope of:
- a. Recurring Services;
 - b. S&Q Services the subject of an S&Q Order under clause 3.15;
 - c. Task-Priced Services authorised by the Commonwealth Representative under clause 3.14; or
 - d. Pre-Authorised Ad Hoc Services complying with clause 3.16,
- including any work that has been removed from the Services in accordance with this Contract.

4 AUSTRALIAN INDUSTRY CAPABILITY

4.1 General AIC Requirements (Core)

- 4.1.1 The Contractor shall:
- comply with the AIC Obligations;
 - comply with the Approved AIC Plan; and
 - ensure that the AIC Subcontractors comply with their respective AIC Subcontractor Obligations.
- 4.1.2 The Contractor acknowledges and agrees that it is of critical importance to the Commonwealth that the Contractor complies with its AIC Obligations and that the Contractor ensures the involvement of Australian Industry in the provision of the Services as required by the Contract.
- 4.1.3 The Contractor shall undertake the required activities to comply with the AIC Obligations. Without limiting the AIC Obligations, and with the aim of achieving the AIC Objectives the Contractor shall continually:
- identify and promote opportunities for enhancing the quality of Australian Industry participation in the performance of the Contract, particularly in relation to developing, enhancing and maintaining Industrial Capabilities;
 - monitor and explore opportunities for the increased involvement of Australian Industry in the performance of the Contract; and
 - liaise with the Commonwealth in relation to AIC in the performance of the Contract and report on its performance of the AIC Obligations in accordance with the SOW.
- 4.1.4 Where the Contractor fails to comply with any AIC Obligation, or anticipates that it is likely to fail to comply with any AIC Obligation, it shall notify the Commonwealth Representative in writing as soon as reasonably practicable.
- 4.1.5 The Contractor acknowledges and agrees that:
- compliance with the AIC Obligations shall not relieve the Contractor from its liabilities or other obligations under the Contract;
 - Acceptance of any Deliverables or provision of the Services shall not relieve the Contractor from complying with its AIC Obligations; and
 - the public AIC Plan section of the Approved AIC Plan will be made publicly available on a Commonwealth internet website.

4.2 Essential AIC Obligations (Core)

Note to drafters: If the Recurring Services Fee for the Contract is expected to exceed A\$20 million per annum then the Contract will include Prescribed ACE Percentages at Attachment F, and achievement of the Prescribed ACE Percentages will be an Essential AIC Obligation under clause 4.2.1b below. If the Contract will not include Prescribed ACE Percentages, delete clauses 4.2.1a and 4.2.1b, and amend clause 4.2.1 to read 'The Contractor shall comply with the obligations under the Contract (including in Attachment F and clause 10 of the SOW) in relation to the Australian Industry Activities.'

- 4.2.1 The Contractor shall:
- comply with the obligations under the Contract (including in Attachment F and clause 10 of the SOW) in relation to the Australian Industry Activities; and

Option: For when the Contract will include Prescribed ACE Percentages.

- in respect of each ACE Measurement Point, ensure that the Achieved ACE Percentage is equal to or greater than the Prescribed ACE Percentage for that ACE Measurement Point.

4.3 Independent AIC Audit Program (Core)

- 4.3.1 Without limiting the Commonwealth's rights under clause 11.7, the Contractor acknowledges and agrees that the Contractor's compliance with its AIC Obligations and an AIC

Subcontractor's compliance with its AIC Subcontractor Obligations may be audited as part of the Independent AIC Audit Program.

- 4.3.2 Each person conducting an audit under the Independent AIC Audit Program is a person authorised by the Commonwealth Representative for the purposes of clause 11.7 of the Contract.

4.4 AIC Remedies (Core)

Note to drafters: If an Award Term is not included at clause 1.9, then delete clause c. below, which refers to an Award Term.

- 4.4.1 The Contractor acknowledges and agrees that:
- a. the Commonwealth may suffer loss or damage if the Contractor fails to comply with any AIC Obligation, an AIC Subcontractor fails to comply with any AIC Subcontractor Obligation, or the Contractor fails to comply with an Approved Remediation Plan in relation to compliance with any AIC Obligation;
 - b. damages may not be an adequate remedy for a failure of:
 - (i) the Contractor to comply with any AIC Obligation;
 - (ii) an AIC Subcontractor to comply with any AIC Subcontractor Obligation; or
 - (iii) the Contractor to comply with an Approved Remediation Plan,
 and that remedies such as specific performance or injunctive relief may be sought by the Commonwealth;
 - c. clause 1.9.11f, regarding a satisfactory rating for an Award Term, applies in relation to any Remediation Plan required in order to address a non-compliance with an AIC Obligation;
 - d. the Essential AIC Obligations are each essential and fundamental terms of the Contract; and
 - e. the rights of the Commonwealth under this clause 4.4 are in addition to, and do not limit or affect, any other rights or remedies under the Contract or at law.
- 4.4.2 The Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e if the Contractor commits a breach of an Essential AIC Obligation that, in the Commonwealth's opinion, is not capable of being remedied.

5 TECHNICAL DATA, SOFTWARE AND CONTRACT MATERIAL

Note to drafters: Drafters should refer to the ASDEFCON Technical Data & Intellectual Property Commercial Handbook to assist with tailoring this clause 5 and the TDSR Schedule. These clauses have been drafted following Defence industry consultation and reflect an endorsed Defence position. Changes to the clauses may result in additional risk to the Commonwealth or a reduction in the Commonwealth's capacity to Use TD, Software and Contract Material required to operate and support the Products Being Supported.

5.1 Ownership of Intellectual Property (Core)

Note to tenderers: The Commonwealth's default position reflected in this clause 5.1 is that the Contractor (or its nominee) will own all IP created under the Contract. However, under clause 5.1.3 an exception exists to enable the Commonwealth to own newly created IP in specific items of TD and Software that are identified in Annex D to the TDSR Schedule (ie Commonwealth TD and Commonwealth Software). The Commonwealth may require ownership of this TD and Software for reasons relating to national security and/or strategic interests associated with the program or a Capability's whole of life requirements, or where required to satisfy obligations owed under other contracts (eg acquisition contract relating to the Products Being Supported).

Clause 5.1.3 states that the Commonwealth will own any new IP created under the Contract in relation to GFM or the Products Being Supported (including new IP in updates or amendments to GFM or the Products Being Supported). However, under clause 5.1.4, the Contractor (or its nominee) will own this IP if it already owns the existing IP in the GFM or the Products Being Supported or this is specified in Attachment E (for GFM) or Attachment S (for Products Being

Supported). The Commonwealth's default position is that ownership of newly created IP created under a subcontract will be determined by the terms of the relevant Subcontract between the Contractor and Subcontractor. However, clause 5.1.3 states that the Contractor is obliged to ensure that the Commonwealth is assigned any IP created under a Subcontract in Commonwealth TD, Commonwealth Software and GFM, whether the IP is owned by the Subcontractor or the Contractor.

- 5.1.1 Nothing in the Contract affects the ownership of IP, except as expressly provided for in this clause 5.
- 5.1.2 Subject to the other provisions of this clause 5.1, the parties agree that all IP created under the Contract in respect of TD, Software or Contract Material is assigned to the Contractor (or its nominee) immediately upon its creation.
- 5.1.3 that all IP created under the Contract or a Subcontract in respect of:
- a. Commonwealth TD or Commonwealth Software; and
 - b. GFM or a Product Being Supported (except as provided for in clause 5.1.4),
- that is delivered or required to be delivered to the Commonwealth or any other person under the Contract is assigned to the Commonwealth (or its nominee) immediately upon its creation.
- 5.1.4 The parties agree that IP created under the Contract or a Subcontract in respect of GFM or a Product Being Supported is not required to be assigned to the Commonwealth under clause 5.1.3 if:
- a. the Contractor or a Subcontractor owns all of the IP in the GFM or the Product Being Supported;
 - b. for GFM, Attachment E or the GFM section of an S&Q Order specifies that the Contractor (or its nominee) is to own IP created under the Contract or a Subcontract in respect of the GFM; or
 - c. for a Product Being Supported, Attachment S specifies that the Contractor (or its nominee) is to own IP created under the Contract or a Subcontract in respect of the Product Being Supported.

5.2 Highly Sensitive TD and Highly Sensitive Software (Core)

Note to drafters: For combined Acquisition and Support procurements where the Complex Materiel Vol. 2 template is used as the Acquisition contract, the category of Highly Sensitive TD and Highly Sensitive Software should not be used in the Support template (as that category is not used in the Complex Materiel Vol. 2 template) and other contract documents amended accordingly (i.e. TDSR Schedule, Approved Subcontractor Deed etc).

- 5.2.1 This clause 5.2 applies to all Highly Sensitive TD or Highly Sensitive Software delivered or required to be delivered to the Commonwealth or any other person under the Contract.
- 5.2.2 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 5.2 applies, to:
- a. Use the TD or Software for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clause 5.9 to Use the TD or Software, or to grant a further sublicence to Use the TD or Software,
- subject to the restrictions specified in Annex A to the TDSR Schedule.

5.3 TD and Software (Core)

- 5.3.1 This clause 5.3 applies to all TD and Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, other than:
- a. Highly Sensitive TD or Highly Sensitive Software to which clause 5.2 applies;
 - b. Commercial TD or Commercial Software to which clause 5.3.3c applies;
 - c. Commonwealth TD or Commonwealth Software to the extent that clause 5.5 applies to that TD or Software; and

- d. TD or Software provided as, or as a part of, GFM or Products Being Supported where clause 5.6 applies to that GFM or those Products Being Supported.
- 5.3.2 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 5.3 applies, to:
- a. Use the TD or Software for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clause 5.3.3 and clause 5.9 to Use the TD or Software.
- 5.3.3 The Commonwealth may grant a Sublicence in respect of all TD and all Software to which this clause 5.3 applies, to:
- a. a Commonwealth Service Provider to Use the TD or Software to enable the Commonwealth Service Provider to perform its obligations, functions or duties to the Commonwealth;
 - b. any person to Use the TD or Software, or to grant a further sublicence to Use the TD or Software, to do any of the following:
 - (i) installing or configuring the Deliverables or the Products Being Supported;
 - (ii) physically integrating the Deliverables with the Products Being Supported or other systems;
 - (iii) operating or maintaining the Deliverables or the Products Being Supported;
 - (iv) rectifying any Defect in the Deliverables or the Products Being Supported where the Contractor has failed to comply with its obligations under clause 8.1.3c in relation to the Defect;
 - (v) undertaking training in relation to the Deliverables or the Products Being Supported;
 - (vi) removing or uninstalling the Deliverables or the Products Being Supported;
 - (vii) decommissioning or destroying the Deliverables or the Products Being Supported;
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes; and
 - (ix) for any other purpose (including to modify and upgrade the Deliverables or the Products Being Supported) but subject to any restrictions specified in Annex B to the TDSR Schedule or an S&Q Order for the relevant TD or Software; and
 - c. any person for a purpose referred to in clause 11.4.3.

5.4 Commercial TD and Commercial Software (Core)

- 5.4.1 This clause 5.4 applies to all Commercial TD and Commercial Software delivered or required to be delivered to the Commonwealth or any other person under the Contract.
- 5.4.2 The Contractor shall ensure that each Commercial Item (and related Commercial TD or Commercial Software) delivered or required to be delivered under the Contract is specified as a Key Commercial Item in Annex C to the TDSR Schedule or an S&Q Order, if the IP in the related Commercial TD or Commercial Software is owned by:
- a. the Contractor;
 - b. an Approved Subcontractor; or
 - c. a Related Body Corporate of the Contractor,
- unless otherwise agreed by the Commonwealth in writing.
- 5.4.3 The Contractor shall ensure that the Commonwealth is granted a licence in respect of all Commercial TD and all Commercial Software to which this clause 5.4 applies, on the following terms:

- a. for TD and Software relating to a Key Commercial Item, a licence to Use the TD or Software, or to grant a sublicense to any person to Use the TD or Software, to do any of the following:
- (i) installing or configuring the Deliverables or the Products Being Supported;
 - (ii) physically integrating the Deliverables with the Products Being Supported or other systems;
 - (iii) operating or maintaining the Deliverables or the Products Being Supported;
 - (iv) rectifying any Defect in the Deliverables or the Products Being Supported where the Contractor has failed to comply with its obligations under clause 8.1.3c in relation to the Defect;
 - (v) undertaking training in relation to the Deliverables or the Products Being Supported;
 - (vi) removing or uninstalling the Deliverables or the Products Being Supported;
 - (vii) decommissioning or destroying the Deliverables or the Products Being Supported;
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes,
- subject to any restrictions specified in Annex C to the TDSR Schedule or an S&Q Order for that Key Commercial Item; and
- b. for all other TD and Software, on the best commercial terms available to the Contractor.

5.4.4 The Contractor shall ensure that any licence granted to the Commonwealth in respect of Commercial TD and Commercial Software under this clause 5.4 does not require the Commonwealth to pay a Royalty or other fee (not otherwise included in the payments under the Contract) unless the Commonwealth has agreed in writing to the payment.

5.5 Commonwealth TD and Commonwealth Software (Core)

Note to tenderers: This clause covers IP relating to Commonwealth TD and Commonwealth Software that is assigned to the Commonwealth under clause 5.1.3a. If, in respect of any Commonwealth TD or Commonwealth Software, there also exists IP owned by the Contractor (or a Subcontractor), the Commonwealth's rights with respect to the Use and Sublicensing of that IP are covered under clause 5.3.

- 5.5.1 This clause 5.5 applies to all Commonwealth TD and Commonwealth Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, to the extent that the IP in that TD or Software is assigned to the Commonwealth under clause 5.1.3a.
- 5.5.2 The Commonwealth grants to the Contractor a non-exclusive, Royalty-free licence in respect of the Commonwealth TD and Commonwealth Software to the extent that this clause 5.5 applies to:
- a. Use the TD and Software for the purpose of enabling the Contractor to perform its obligations under the Contract;
 - b. grant a sublicense to a Subcontractor to Use the TD and Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
 - c. grant a sublicense to a person for a purpose referred to in clause 11.4.3,
- subject to any restrictions specified in Annex D to the TDSR Schedule or an S&Q Order in respect of that TD or Software, or as otherwise notified by the Commonwealth.
- 5.5.3 The Contractor shall ensure that any IP in Commonwealth TD or Commonwealth Software not assigned to the Commonwealth under clause 5.1.2 is specified in Annex D to the TDSR Schedule or the relevant S&Q Order and capable of being clearly distinguished from the IP assigned to the Commonwealth.

5.6 GFM and Products Being Supported (Core)

- 5.6.1 This clause 5.6 applies to all TD or Software that is:

- a. provided as, or as a part of, GFM or the Products Being Supported; or
- b. created under the Contract or a Subcontract in respect of GFM or the Products Being Supported,

except to the extent that IP in the TD or Software is owned by the Contractor or a Subcontractor.

5.6.2 The Commonwealth grants to the Contractor (or shall ensure the Contractor is granted), a non-exclusive, Royalty-free licence in respect of the TD or Software to the extent that this clause 5.6 applies to:

- a. Use the TD or Software for the purpose of enabling the Contractor to perform its obligations under the Contract;
- b. grant a sublicense to a Subcontractor to Use the TD or Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
- c. grant a sublicense to a person for a purpose referred to in clause 11.4.3,

subject to any restrictions specified in Attachment E or the GFM section of an S&Q Order (for GFM), Attachment S (for Products Being Supported) or as otherwise notified by the Commonwealth.

5.6.3 Without limiting any restrictions specified in Attachment E or the GFM section of an S&Q Order (for GFM), Attachment S (for Products Being Supported) or as notified by the Commonwealth under clause 5.6.2, the Contractor's right to grant a sublicense under clause 5.6.2b is subject to the following conditions:

- a. the sublicense shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Contractor;
- b. the rights granted under the sublicense shall be limited to the rights that are reasonably necessary to enable the sublicensee to Use the TD or Software to efficiently perform its obligations, functions or duties to the Contractor;
- c. the rights granted under the sublicense shall expire when no longer required for the purposes referred to in clause 5.6.2a; and
- d. any right of the sublicensee to grant a further sublicense shall be subject to the same conditions as set out in this clause 5.6.3.

5.6.4 The licence under clause 5.6.2a (and any sublicense granted under clause 5.6.2b) expires upon the expiry or termination (whichever is the earlier) of the Contract or the relevant Subcontract (if any).

Note to drafters: When considering restrictions to be included in Attachment E or the GFM section of an S&Q Order (for GFM) or Attachment S (for Products Being Supported), drafters should consider any restrictions included in the related acquisition contracts for the GFM or Product Being Supported to ensure such restrictions are 'flowed into' this Support contract (where appropriate).

5.6.5 The Commonwealth shall ensure that any restrictions, including Export Approvals that apply to an item of GFM or the Products Being Supported are specified in Attachment E or the GFM section of an S&Q Order (for GFM) or Attachment S (for Products Being Supported).

5.7 Contract Material (Core)

5.7.1 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all Contract Material to:

- a. Use the Contract Material for any Defence Purpose;
- b. grant a Sublicense in accordance with clause 5.9 to:
 - (i) a Commonwealth Service Provider to Use the Contract Material to perform its obligations, functions or duties to the Commonwealth;
 - (ii) any person to Use the Contract Material, or to grant a further sublicense to the Contract Material, provided that any related disclosure of Confidential Information in the Contract Material complies with clause 11.4.1d; and

- (iii) any person for a purpose referred to in clause 11.4.3.

5.8 Contractor Sublicences (Core)

- 5.8.1 Without limiting any restrictions specified in Annex D to the TDSR Schedule, Attachment E, an S&Q Order or notified by the Commonwealth under clauses 5.5.2 or 5.6.2, the Contractor's rights to grant a sublicense under clauses 5.5.2b and 5.6.2b are subject to the following conditions:
- a. the sublicense shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Contractor;
 - b. the rights granted under the sublicense shall be limited to the rights that are reasonably necessary to enable the sublicensee to Use the TD or Software to efficiently perform its obligations, functions or duties to the Contractor;
 - c. the rights granted under the sublicense shall expire when no longer required for the purposes referred to in clause 5.8.1b; and
 - d. any right of the sublicensee to grant a further sublicense shall be subject to the same conditions as set out in this clause 5.8.

5.9 Commonwealth Sublicences (Core)

- 5.9.1 The Commonwealth's right to grant a Sublicence to a person ('Sublicensee') in accordance with clause 5.2, 5.3 or 5.7 is subject to the following conditions:
- a. the Sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Commonwealth;
 - b. the rights granted under the Sublicence shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD, Software and Contract Material (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth or a Commonwealth Contractor;
 - c. the rights granted under the Sublicence shall expire when no longer required for the purposes referred to in clause 5.9.1b; and
 - d. any right of the Sublicensee to grant a further sublicense shall be subject to the same conditions as set out in this clause 5.9.

5.10 No Commercialisation (Core)

- 5.10.1 A Licence or Sublicence granted in accordance with this clause 5 does not permit the Commonwealth or its sublicensee to Commercialise any IP in the TD, Software or Contract Material.
- 5.10.2 For the avoidance of doubt, clause 5.10.1 does not prevent the Commonwealth from granting a sublicense in accordance with the rights granted in this clause 5 to a person for the purpose of the person providing goods or services to the Commonwealth for a Defence Purpose.

5.11 Failure to obtain IP rights (Core)

- 5.11.1 The Contractor shall promptly notify the Commonwealth if the Contractor considers it will be unable to comply with any of its obligations under this clause 5 in respect of IP (in this clause 5.11, an "IP Issue"), including if the Contractor is not able to ensure that the Commonwealth is:
- a. assigned any IP as required under clause 5.1.3;
 - b. granted rights to TD, Software or Contract Material as required by this clause 5; or
 - c. provided with an Approved Subcontractor Deed as required under clause 11.9.13.
- 5.11.2 The Contractor shall ensure that a notice under clause 5.11.1 includes details of:
- a. the relevant IP Issue, including the steps taken by the Contractor to ensure compliance with this clause 5 or to mitigate the effects of the IP Issue;
 - b. the Deliverable (and related TD, Software or Contract Material) to which the IP Issue relates;

- c. the rights that the Contractor is able to ensure are granted to the Commonwealth in respect of the relevant TD, Software or Contract Material; and
 - d. options available to remedy, or mitigate the effects of, the IP Issue.
- 5.11.3 If the Contractor gives a notice of an IP Issue, or the Commonwealth considers that an IP Issue has occurred, the Commonwealth may by notice to the Contractor, without limiting any of its other rights under the Contract, do any one or more of the following:
- a. require that the Contractor:
 - (i) use alternative goods or services, or obtain the goods or services from another supplier, to ensure that the Contractor complies with the requirements of this clause 5; or
 - (ii) modify the Deliverable or Services to the extent necessary to ensure that the Contractor complies with the requirements of this clause 5;
 - b. agree to waive a requirement of this clause 5 on such conditions as the Commonwealth may determine;
 - c. reduce the scope of the Contract to exclude the Deliverable or Services to which the IP Issue relates; or
 - d. require the Contractor to submit a CCP to amend the Contract to implement any of the actions required under this clause 5.11.2d or any other option to remedy the IP Issue or mitigate the effects of the IP Issue.
- 5.11.4 The Contractor shall comply with a notice issued by the Commonwealth under clause 5.11.2d.
- 5.11.5 The Contractor acknowledges and agrees that:
- a. a notice issued by the Commonwealth under clause 5.11.2d is not an event or circumstance beyond the reasonable control of the Contractor for the purposes of clause 6.4; and

Option: Include clause 5.11.5b if clause 6.7 (Schedule Recovery Costs) is included.

- b. the Contractor is not entitled to schedule recovery costs under clause 6.7 in respect of complying with the Commonwealth's notice.

5.12 TDSR Schedule (Core)

- 5.12.1 The Contractor shall take all reasonable steps (including by submitting a CCP in accordance with clause 11.1) to ensure the TDSR Schedule is up to date and contains an accurate description of all restrictions applicable to the Commonwealth's rights in respect of TD, Software and Contract Material delivered, or required to be delivered, under the Contract, including an S&Q Order.
- 5.12.2 The Commonwealth's rights in respect of TD, Software and Contract Material under this clause 5 are not subject to any restrictions, unless such restrictions are permitted under these Conditions of Contract and expressly set out in the TDSR Schedule.

5.13 TD and Software required to be delivered (Core)

- 5.13.1 The Contractor shall deliver all TD and Software required to be delivered under the Contract to the recipients at the times and locations, and in the manner, specified in the Contract or as otherwise required to enable the provision of the Services.
- 5.13.2 Without limiting the Contractor's obligation under clause 5.13.1 (and subject to clause 5.13.2), if the Commonwealth is not specified as a recipient of any item of TD or Software required to be delivered under the Contract, the Commonwealth may by notice to the Contractor require the delivery of the item to the Commonwealth.
- 5.13.3 The Contractor shall comply with a notice given under clause 5.13.1 unless compliance with the notice would be inconsistent with any restrictions specified in Annex A or B to the TDSR Schedule or the equivalent attachment to an S&Q Order.

- 5.13.4 If the time, location or manner of delivery of any item of TD or Software required to be delivered under the Contract is not specified in the Contract, the Contractor shall deliver the relevant item in accordance with a notice given by the Commonwealth.
- 5.13.5 The Commonwealth shall act reasonably when giving a notice under clause 5.13.1 or clause 5.13.4, including in relation to specifying a time for delivery of the item of TD or Software.
- 5.13.6 If the Contract is terminated (except under clause 13.4), the Contractor shall, within the period set out in the notice of termination (which shall be a reasonable period), deliver to the Commonwealth all TD and Software required to be delivered under the Contract, each in its then current state of development.
- 5.13.7 An obligation under this clause 5.13 or any other provision of the Contract that requires the Contractor to deliver TD or Software (other than under clause 5.13.5), includes an obligation to create, develop or acquire the TD or Software to enable the TD or Software to be delivered at the times and in the manner required under the Contract.
- 5.13.8 The Approved TDL does not operate to restrict the rights of the Commonwealth in respect of IP in any TD under this clause 5 or otherwise under the Contract.
- 5.13.9 For the purposes of this clause 5, an item of TD, Software or Contract Material is not taken to have been delivered under the Contract if, at the time it is provided:
- the Contractor identifies that the item is provided for the information of the Commonwealth only; and
 - the item is not otherwise required to be delivered under the Contract.

5.14 Electronic Delivery of TD, Software and Contract Material (Core)

- 5.14.1 If an item of TD, Software or Contract Material is permitted by the Contract to be delivered in electronic form to the Commonwealth, the item is deemed to have been delivered:
- if the item is to be delivered by access to an information system of the Contractor – when all of the following requirements are met:
 - the item is present in the information system;
 - the Commonwealth has been notified that the item is present in the information system; and
 - the item is accessible for use by the Commonwealth in accordance with the SOW; or
 - if the item is to be delivered by an electronic communication, or by transfer into an information system nominated by the Commonwealth, when the electronic communication or transferred item enters the information system, unless the Contractor receives notification within one Working Day that the electronic communication or transfer has not been successful.

5.15 Markings (Core)

- 5.15.1 Where markings are used by the Contractor or a Subcontractor in relation to TD, Software or Contract Material, the Contractor:
- shall ensure that those markings accurately reflect the rights and obligations of the Commonwealth, the Contractor or any other person; and
 - acknowledges that the markings are not determinative as to the rights and obligations of the parties.

5.16 TD and Software Warranties (Core)

Note to drafters: If a support contract involves a significant acquisition (for example, of Software in relation to major engineering change), the TD and Software warranties in this clause may be inadequate for this purpose. If this is the case, consider utilising the TD and Software warranties as set out in the Strategic Materiel (for more complex) or Complex Materiel Vol. 2 (for less complex) acquisitions.

- 5.16.1 The Contractor warrants that:

- a. the rights granted to the Commonwealth in accordance with this clause 5 (including in relation to Commercial TD and Commercial Software), will not prevent the Products Being Supported from being used and supported by or on behalf of the Commonwealth as contemplated under the Contract;
- b. the rights granted to the Commonwealth in accordance with clause 5.4.3a in relation to a Key Commercial Item shall be on terms that are no less favourable than the best commercial terms available to the Contractor;
- c. the Approved TDL lists all of the TD used or required to be delivered under the Contract; and
- d. all of the TD and Software delivered under clause 5.13.1 is complete and accurate.

5.16.2 The Contractor warrants and shall ensure that:

- a. all Software delivered or required to be delivered to the Commonwealth under the Contract or a Subcontract is free from Malware, at the time of delivery to the Commonwealth; and
- b. no Malware will be installed on the Products Being Supported or any other Commonwealth system as a result of an act or omission of any of the Contractor Personnel.

5.17 Intellectual Property Warranties (Core)

5.17.1 The Contractor warrants and shall ensure that, in respect of any IP assigned or licensed to the Commonwealth under or in connection with this Contract, at all times:

- a. the relevant assignor or licensor (as applicable) has the right, title or authority to assign or license, and has been made aware of, the rights granted in respect of IP under this clause 5 or under an Approved Subcontractor Deed;
- b. ownership of the IP referred to in clause 5.1.3 has vested in the Commonwealth (or its nominee) immediately upon its creation; and
- c. the Contractor shall notify the Commonwealth if the Contractor becomes aware of any challenge, claim or proceeding referred to in clause 5.17.2e arising in respect of any IP after the relevant TD, Software or Contract Material is delivered to the Commonwealth.

5.17.2 If the Commonwealth, Commonwealth Personnel or a sublicensee of the Commonwealth infringes the IP or any Moral Rights of any third party in an item of TD, Software or Contract Material as a consequence of:

- a. an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in this clause 5); or
- b. a failure by the Contractor to grant (or ensure the grant) of a licence or assign (or ensure the assignment) of IP rights under or referred to in the Contract (including in this clause 5),

the Contractor shall, without limiting the Contractor's obligations under this clause 5, use its best endeavours to:

- c. modify the item in order to avoid continuing infringement and so that the Deliverable meet the requirements of the Contract with the modified item;
- d. procure at its own cost the rights or additional rights necessary to ensure that the Commonwealth, Commonwealth Personnel and sublicensees are entitled to exercise the rights under this clause 5 or an Approved Subcontractor Deed in respect of the item; or
- e. remove the item from the Deliverable and modify the Deliverable or the Services to the extent necessary to ensure that the Deliverable or Services meet the requirements of the Contract without the item.

5.17.3 The Contractor warrants and shall ensure that, in respect of any IP in any TD, Software or Contract Material delivered or required to be delivered under the Contract, and as at the time of delivery to the Commonwealth of the relevant TD, Software or Contract Material and after making diligent inquiries:

- a. the IP is licenced to, or owned by, the Commonwealth as required by this clause 5;
- b. the Contractor has no notice of any challenge to the validity or enforceability of any of the IP and has no knowledge of any actual or threatened claim or proceeding in relation to any of the IP;
- c. neither the Contractor, nor any Approved Subcontractor is engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
- d. there are no proceedings threatened by or against the Contractor, or any Approved Subcontractor in relation to any of the IP, and there is nothing that is likely to give rise to any such proceedings.

5.17.4 The warranty under clause 5.17.1 and the obligations under clause 5.17.2 do not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a sublicensee of the Commonwealth to comply with a relevant restriction specified in the TDSR Schedule.

5.18 Patents, Registrable Designs and Circuit Layouts (Core)

5.18.1 The Contractor warrants and shall ensure that a licence is granted or obtained under the Contract for the Commonwealth to exercise any Patent, Registrable Design or Circuit Layout that is included in, or related to, a Deliverable and necessary to use the Deliverable for the purposes provided for under the Contract.

5.18.2 The Contractor warrants and shall ensure that any restriction on a right referred to in clause 5.18.1 is specified in Annex F to the TDSR Schedule or an S&Q Order (for Deliverables provided under an S&Q Order).

5.19 Export Approvals (Core)

5.19.1 Nothing in this clause 5 affects the obligations of either party to comply with the terms of any Export Approval that is binding on it.

5.20 Existing IP Licences (Core)

5.20.1 The licences, rights and obligations under this clause 5 are in addition to, and do not affect, any other licences, rights or obligations relating to IP under any other contracts between the parties unless expressly stated otherwise for the purposes of this clause 5.

6 PERFORMANCE, ACCEPTANCE AND OWNERSHIP

6.1 Performance (Core)

- 6.1.1 The Contractor shall provide the Services in accordance with the Contract, including:
- a. providing Deliverables by the relevant dates (if applicable) and in the manner required;
 - b. achieving Acceptance of any Deliverables by the relevant dates (if applicable) and in the manner required;
 - c. achieving Milestones by the relevant Milestone Dates;
 - d. achieving, or exceeding, the Required Performance Level for each KPI and for each Review Period; and
 - e. in relation to those Services to which no KPI relates, achieving a level of performance that a competent contractor would achieve when providing services of the same type as those Services.
- 6.1.2 The Contractor's performance against the KPIs shall be measured and reported in accordance with Attachment P and the SOW.
- 6.1.3 The Contractor's entitlement to Performance Payments under Annex C to Attachment B is subject to its performance against the KPIs.
- 6.1.4 Without limiting the Commonwealth's other rights and remedies under the Contract or at law, if the Contractor does not comply with its obligations under clause 6.1.1, the Commonwealth may be entitled to:
- a. issue a direction under clause 6.3;

Option: For when Schedule Recovery (clause 6.5.6) is included.

- b. issue a direction under clause 6.5.6;
 - c. exercise its rights to substitute performance under clause 6.10.5;
 - d. require the Contractor to prepare and comply with a Remediation Plan in accordance with clause 6.12;
 - e. suspend payment under clause 7.9;
 - f. recover liquidated damages or accept compensation under clause 10.6; or
 - g. terminate the Contract under clause 13.2.
- 6.1.5 Without limiting the Contractor's obligations under clause 6.1.1, the Contractor shall ensure that the Commonwealth is placed in a position where the Commonwealth can perform the tasks it is required to perform under the Contract in sufficient time to enable the Contractor to:
- a. achieve each Milestone by the relevant Milestone Date; and
 - b. achieve or exceed the Required Performance Level for each KPI for each Review Period,
- in accordance with the requirements of the Contract.

6.2 Delay (Core)

- 6.2.1 Without affecting the Contractor's obligations under clause 6.1.1, the Contractor shall take all reasonable steps to prevent and minimise delay and to mitigate both parties' Losses due to delay.
- 6.2.2 If the Contractor becomes aware that the provision of the Services or the achievement of a Milestone will or may be delayed for any reason, the Contractor shall notify the Commonwealth Representative of the following matters, to the extent that the Contractor is aware of them:
- a. the cause and nature of the delay;
 - b. the steps that the Contractor and its Subcontractors are taking and will take to minimise the delay and mitigate the effects of the delay;
 - c. the anticipated duration of the delay; and
 - d. whether the Contractor will be claiming Performance Relief or Postponement of the date for the provision of the Services or the Milestone Date under clause 6.4, or seeks any other change to the Contract, on the basis of the delay.
- 6.2.3 A notice under clause 6.2.1 shall be given as soon as practicable after the Contractor becomes aware of the delay or potential delay, but no later than 30 days after the Contractor becomes so aware.
- 6.2.4 The Contractor shall notify the Commonwealth as soon as practicable after the Contractor becomes aware of a material change to information notified under clause 6.2.1.
- 6.2.5 The Contractor shall comply with any request by the Commonwealth Representative for information concerning a delay or potential delay in the provision of the Services or the achievement of a Milestone.

6.3 Performance Shortfalls (Core)

- 6.3.1 If the Contractor's performance for a KPI is in Performance Band C or Performance Band D for a Review Period:
- a. the Contractor shall immediately take all reasonable steps to minimise the adverse effects of the Contractor's performance, including mitigating any losses of the parties arising as a result; and
 - b. the Commonwealth may direct the Contractor to take any measures the Commonwealth Representative considers reasonably necessary to remedy the Contractor's performance and the Contractor shall comply with the direction at no additional cost to the Commonwealth.

- 6.3.2 The Contractor shall, within five Working Days after becoming aware that its performance for a KPI for a Review Period will be, or is likely to be, in Performance Band C or D for any reason, notify the Commonwealth Representative in writing of the matter and provide details of:
- a. the Contractor's actual or anticipated performance against the KPI during the Review Period;
 - b. the events or circumstances which affected or are likely to affect the Contractor's performance during the Review Period; and
 - c. the effects of the Contractor's performance during the Review Period on the provision of the Services or the capability of the Products.
- 6.3.3 The Contractor shall, within five Working Days after a notification under clause 6.3.2, notify the Commonwealth Representative in writing:
- a. of the steps it has taken and will take to minimise the adverse effects of the Contractor's performance;
 - b. of the period during which the Contractor expects that its performance for the relevant KPI will or is likely to be in Performance Band C or D; and
 - c. whether it will be claiming relief under clause 6.4 in respect of performance against the relevant KPI.
- 6.3.4 The Contractor shall undertake the steps specified in a notification provided under clause 6.3.3.

6.4 Performance Relief and Postponement (Core)

Note to drafters: If clause 6.5.6 is included in the draft Contract, then include the text in square brackets below, otherwise delete.

- 6.4.1 Subject to clauses 6.4.3 to 6.4.8 [and 6.5.6], the Contractor shall be entitled to Performance Relief to the extent that a Performance Event:
- a. is beyond the reasonable control of the Contractor and its Subcontractors and could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering into the Contract; or
 - b. resulted from:
 - (i) a Commonwealth Default;
 - (ii) an Excepted Risk; or

Option: For when GFF is included in the draft Contract.

(iii) a GFF Delay Event.

- 6.4.2 Subject to clauses 6.4.3 to 6.4.8 [and 6.5.6], the Contractor shall be entitled to Postponement to the extent that a Postponement Event:
- a. is beyond the reasonable control of the Contractor and its Subcontractors and could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering the Contract; or
 - b. resulted from:
 - (i) a Commonwealth Default;
 - (ii) an Excepted Risk; or

Option: For when GFF is included in the draft Contract.

(iii) a GFF Delay Event.

- 6.4.3 The Contractor shall only be entitled to Performance Relief under clause 6.4.1 or Postponement under clause 6.4.2, as applicable, if:
- a. the Contractor notified the Commonwealth of the relevant event or circumstance as required by clause 6.2 or 6.3, as applicable;

- b. the work under the Contract cannot be performed in such a way as to meet the performance requirements at clause 6.1, as is reasonable having regard to any other relevant circumstances;
 - c. the Contractor has made and continues to make all reasonable endeavours to minimise or prevent:
 - (i) its failure to perform; or
 - (ii) delay,and the Contractor mitigates both parties' Losses;
 - d. the Contractor submits a claim for Performance Relief in accordance with clause 6.4.6 or Postponement in accordance with clause 6.4.7, as applicable; and
 - e. the Contractor has complied with clause 6.4.8, as applicable.
- 6.4.4 The Contractor shall not be entitled to Performance Relief or Postponement to the extent that the relevant Performance Event or Postponement Event resulted from:
- a. a Contractor Default;
 - b. compliance with a direction under clause 12.4.10; or
 - c. a cessation of work under clause 11.3.3 of the SOW or the Commonwealth's inability to action a data item within the timeframes described in the CDRL in the circumstances described in clause 2.4.8.2 of the SOW.
- 6.4.5 The Contractor shall not be entitled to Performance Relief or Postponement for a period longer than the duration of the relevant Performance Event or Postponement Event.
- 6.4.6 The Contractor may claim Performance Relief by submitting to the Commonwealth the Performance Measurement Report which includes :
- a. details of the Performance Event and its claim for Performance Relief; and
 - b. documentation demonstrating the Contractor's entitlement to Performance Relief.
- 6.4.7 The Contractor may claim Postponement by submitting to the Commonwealth:
- a. a notice setting out the details of the Postponement Event and its claim for Postponement; and
 - b. documentation demonstrating the Contractor's entitlement to Postponement.
- 6.4.8 If the Contractor has notified the Commonwealth that it proposes to claim Postponement, or to seek some other change to the Contract on the basis of a failure to perform or delay, the Contractor shall make the claim, or seek the change:
- a. as soon as it is practicable to do so after that notification; or
 - b. if the Commonwealth directs the Contractor to do so, in accordance with the Commonwealth direction.
- 6.4.9 To avoid doubt, unless and until a claim for Performance Relief or Postponement is Approved under this clause 6.4, the Contractor shall be fully responsible for:
- a. complying with its obligations under this Contract;
 - b. any potential or actual Performance Event or Postponement Event; and
 - c. any Loss arising from such failure or delay.
- 6.4.10 Whether or not the Contractor has sought or is entitled to seek Performance Relief or Postponement under this clause 6.4 and without affecting any other rights of the Commonwealth, the Commonwealth may, at any time, by notice to the Contractor:
- a. increase the Adjusted Performance Score (which may result in a change to the Performance Band) for a KPI for a Review Period;
 - b. in accordance with Annex C to Attachment B, suspend the requirement to measure the Contractor's performance against a KPI for a Review Period or part thereof; or

- c. postpone a Milestone Date or the delivery date for provision of the Services to the date specified in the notice to reflect the expected date on which the relevant Milestone will be achieved or the Services will be provided.

6.4.11 The parties acknowledge that:

- a. a notice under clause 6.4.10 does not affect any rights the Contractor may have to claim Postponement to a date that is later than the date specified in the notice;
- b. the Commonwealth Representative is not required to give a notice under clause 6.4.10; and
- c. giving, or failing to give, a notice under clause 6.4.10 is not capable of being the subject of a dispute for the purposes of clause 13.1 or otherwise subject to review.

6.4.12 If the Commonwealth Representative issues a notice under clause 6.4.10 to postpone a Milestone Date or the delivery date for provision of the Services, and that postponement requires a change to the Contract, the Contractor shall submit a CCP to give effect to the notice in accordance with clause 11.1.3.

6.5 Postponement Costs (Optional)

6.5.1 Subject to clause 6.5.4 and except to the extent that another provision of the Contract provides to the contrary, the Contractor shall only be entitled to costs in respect of Postponement when all of the following are satisfied:

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

- a. the relevant Postponement Event resulted from a Commonwealth Default [or GFF Delay Event];
- b. the Contractor claims the costs by notifying the Commonwealth Representative of the amount of the Postponement costs as soon as practicable after the determination of the costs by the Contractor but no later than six months after the notification under clause 6.4.10 was given; and
- c. the Contractor provides substantiating evidence to the satisfaction of the Commonwealth Representative of the costs and steps taken to mitigate the Contractor's Loss and Commonwealth's Loss in connection with the Postponement Event.

6.5.2 The Commonwealth Representative shall within 30 days after receiving a claim under clause 6.5.1:

- a. Approve the claim if it satisfies the requirements of clause 6.5.1, and notify the Contractor of the amount of the Postponement costs to be paid; or
- b. reject the claim if it does not satisfy the requirements of clause 6.5.1, and notify the Contractor of the reason for rejection.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.9 of Annex A to Attachment A to the Conditions of Tender.

6.5.3 On notification that the Commonwealth Representative Approves the claim under clause 6.5.1, the Contractor shall submit to the Commonwealth Representative a claim for payment for the amount of postponement costs that has been Approved by the Commonwealth. The Commonwealth shall pay the claim for postponement costs within **[INSERT 5 or 20]** days after receipt of the claim for payment.

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

- 6.5.4 The Contractor shall only be entitled to Postponement costs equal to the unavoidable additional costs incurred by the Contractor as a direct consequence of the Commonwealth Default **[or GFF Delay Event]** referred to in clause 6.5.1a.
- 6.5.5 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify all Postponement costs claimed to have been incurred by the Contractor.
- 6.5.6 The Contractor's rights under this clause shall be its sole remedy for any Loss suffered by the Contractor in connection with a Postponement Event caused by an act or omission of the Commonwealth.

6.6 Schedule Recovery (Optional)

Note to drafters: This clause 6.5.6 and clause 6.7 (Schedule Recovery Costs) may not be appropriate if the Contract is predominantly for Core Services which have KPIs as the measure of performance. In assessing whether or not to include this clause, drafters should also consider the likelihood that large scale S&Q Services will be required (such as modification programs), which are largely schedule driven and would benefit from the inclusion of such a clause.

- 6.6.1 The Commonwealth Representative may direct the Contractor to take any measures the Commonwealth Representative considers reasonably necessary to ensure provision of the Services within the timeframes (including Milestone Dates) specified in the Contract, if:
- a. the Commonwealth Representative receives a notification requesting Postponement under 6.4.7 and the requirements of clauses 6.4.2 to 6.4.8 have not been met;
 - b. the Contractor notifies the Commonwealth under clause 6.2.1 or 6.3.2 that the achievement of a Milestone or the provision of the Services will or may be delayed;
 - c. the Contractor fails to achieve a Milestone or other requirement of the Contract by the relevant Milestone Date or other due date for performance under the Contract; or
 - d. the Commonwealth Representative receives a notification under clause 6.4.7 and the requirements of clauses 6.4.2 to 6.4.8 have been met and the parties have negotiated, in accordance with clause 6.6.4b, the contents of a direction to expedite the Contractor's progress under this clause 6.6.1.
- 6.6.2 A direction made under clause 6.6.1a:
- a. shall not be inconsistent with the Contract; and
 - b. does not limit or affect the Contractor's obligation to comply with the Contract.
- 6.6.3 Before issuing a direction under clause 6.6.1a, 6.6.1a or 6.6.1b, the Commonwealth Representative may request from the Contractor information on any matter which may materially affect the Contractor's ability to comply with a direction issued under clause 6.6.1. The Contractor shall provide such information within the timeframes and in the manner specified by the Commonwealth Representative at the time of request.
- 6.6.4 In addition to the Commonwealth's right in clause 6.6.2b, the Commonwealth shall consult with the Contractor before issuing a direction under clause 6.6.1, to ensure that:
- a. the Commonwealth is as well informed as is reasonably possible about the implications of a proposed direction for the Contract or any other contract between the Contractor and the Commonwealth; and
 - b. the Contractor has a reasonable opportunity to propose options for alternative ways of meeting the Commonwealth's timing requirements.
- 6.6.5 Before issuing a direction under clause 6.6.1, the Commonwealth shall ensure the direction takes into account:
- a. the Commonwealth's ability to reschedule the provision of or access to GFM, GFS or Products;
 - b. the extent to which timing is affected by an event that is beyond the reasonable control of the Contractor; and

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

- c. any relevant Excepted Risk, Commonwealth Default **[or GFF Delay Event]**.
- 6.6.6 If the Commonwealth receives a notification referred to in clause 6.6.1, the Contractor shall, at the request of the Commonwealth negotiate in good faith the feasibility and contents of a direction proposed by the Commonwealth Representative under clause 6.6.1, including schedule recovery costs in accordance with clause 6.7.4, and the matters referred to in clause 6.6.4. The Contractor shall be available to meet with the Commonwealth within the timeframes and in the manner specified by the Commonwealth Representative. If agreement cannot be reached or a direction under clause 6.6.1 is either not feasible or not used by the Commonwealth Representative, then, without limiting the Commonwealth's rights, the Commonwealth shall consider the notification in accordance with the provisions of clause 6.4.
- 6.6.7 The Contractor shall comply with a direction under clause 6.6.1 within the timeframes and in the manner specified by the Commonwealth Representative.
- 6.6.8 If the Commonwealth Representative gives a direction under clause 6.6.1 in connection with a delay, any entitlement of the Contractor to Postponement under clause 6.6.1 for such delay shall be reduced to reflect the reduction in the delay that would reasonably be expected to result from compliance with the direction.
- 6.6.9 Subject to clause 6.7, the Contractor is not entitled to any additional payment for complying with a direction under clause 6.6.1, including any payment under clause 6.5.
- 6.6.10 To avoid doubt and despite anything else in the Contract:
- a. the Contractor shall, if any changes to the Contract are discussed or proposed by the parties in the context of this clause 6.5.6, and if required by the Commonwealth, submit a CCP to give effect to the changes;
 - b. the Commonwealth's rights under this clause are in addition to any other rights or remedies the Commonwealth may have; and
 - c. by issuing a direction under clause 6.6.1, the Commonwealth will not be taken to have waived any right it may have to terminate the Contract.
- 6.6.11 If the Contractor fails to comply with a direction under clause 6.6.1, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e.

6.7 Schedule Recovery Costs (Optional)

Note to drafters: This clause 6.7 and clause 6.5.6 (Schedule Recovery) may not be appropriate if the Contract is predominantly for Core Services which have KPIs as the measure of performance. In assessing whether or not to include this clause, drafters should also consider the likelihood that large scale S&Q Services will be required (such as modification programs), which are largely schedule driven and would benefit from the inclusion of such a clause.

- 6.7.1 Subject to clause 6.7.2, the Contractor shall be entitled to schedule recovery costs if:
- a. the Commonwealth Representative has issued a direction under clause 6.6.1a, and the delay notified was caused by an act or omission of the Commonwealth in relation to the Contract; or
 - b. the Commonwealth Representative has issued a direction under clause 6.6.1d after negotiation with the Contractor in accordance with clause 6.6.4b,
- and all of the following are satisfied:
- c. the Contractor has complied with the requirements of the direction issued under clause 6.6.1a or clause 6.6.1d;
 - d. subject to clause 6.7.4, the Contractor notifies the Commonwealth Representative of the quantum of the schedule recovery costs it claims as soon as practicable after the incurring and determination of the costs by the Contractor but no later than six months after complying with the direction under clauses 6.6.1a or 6.6.1d; and
 - e. the Contractor provides substantiating evidence to the satisfaction of the Commonwealth Representative of the costs reasonably incurred by the Contractor.

- 6.7.2 The Commonwealth Representative shall, within 30 days after receiving a claim under clause 6.7.1:
- a. Approve the claim, if it satisfies the requirements of clause 6.7.1, and notify the Contractor of the amount of schedule recovery costs to be paid; or
 - b. reject the claim, if it does not satisfy the requirements of clause 6.7.1, and notify the Contractor of the reason for rejection.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.9 of Annex A to Attachment A to the Conditions of Tender.

- 6.7.3 On notification that the Commonwealth Representative Approves the claim under clause 6.7.1, the Contractor shall submit to the Commonwealth Representative a claim for payment for the amount of schedule recovery costs that has been Approved by the Commonwealth. The Commonwealth shall pay the claim for schedule recovery costs within **[INSERT 5 or 20]** days after receipt of the claim for payment.
- 6.7.4 Subject to clause 6.7.4, the Contractor shall only be entitled to schedule recovery costs equal to the unavoidable additional costs incurred by the Contractor as a direct consequence of complying with a direction under clause 6.6.1, such costs to be determined consistent with Attachment B. Schedule recovery costs shall not include Postponement costs.
- 6.7.5 If the Commonwealth issues a direction under clause 6.1.1c subsequent to negotiation in accordance with clause 6.6.4b, the Contractor shall be entitled to schedule recovery costs equal to all reasonable costs, including loss of profit, if any, incurred by the Contractor as a direct consequence of complying with the direction, such costs to be determined by the Commonwealth in a manner which is consistent with Attachment B to the Contract and agreed in writing at the time of negotiation under clause 6.6.4b.
- 6.7.6 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify any schedule recovery costs claimed to have been incurred by the Contractor.

6.8 Acceptance (Core)

- 6.8.1 The Contractor shall, at the delivery points and within the timeframes specified in the Contract (where applicable, and including in accordance with Attachment C), offer to the Commonwealth Representative for Acceptance any Deliverables which:
- a. are Products;
 - b. will be incorporated into a Product; or
 - c. the Contract otherwise requires to be Accepted by the Commonwealth,
- that conform with the requirements of the Contract except for minor Defects (if any).
- 6.8.2 The Contractor shall, when offering Deliverables for Acceptance:
- a. complete and present a signed SAC certifying that the Deliverables listed on the SAC conform with the requirements of the Contract, except for the minor Defects (if any) detailed on the SAC or on an attachment to the SAC;
 - b. provide any other supporting evidence reasonably required by the Commonwealth Representative, including confirmation of successful completion of any V&V activities or Acceptance testing required by the Contract; and
 - c. in respect of Deliverables for which Certification is required by a certifying authority (eg, in accordance with ADF Regulatory / Assurance Framework requirements), provide a copy of the completed Certification documentation.

- 6.8.3 The Commonwealth Representative shall, within 15 Working Days (or such other period as is specified in the Contract) after an offer of Deliverables for Acceptance:
- a. Accept the Deliverables by signing the SAC;
 - b. if there are minor Defects in the Deliverables:
 - (i) Accept the Deliverables by signing the SAC on the basis that the Contractor shall, within 10 Working Days after signature of the SAC by the Commonwealth Representative, or within such further period as the Commonwealth Representative may allow, rectify the Defects; or
 - (ii) notify the Contractor that the Commonwealth Representative proposes to Accept the Deliverables on the basis that an Application for a Deviation is Approved in accordance with clause 11.4 of the SOW; or
 - c. reject the Deliverables, in which case the Commonwealth Representative shall notify the Contractor of the reasons for the rejection.
- 6.8.4 If clause 6.8.3b(i) applies but the Contractor fails to rectify a Defect in accordance with that clause, the Commonwealth may:
- a. without limiting the Contractor's obligations, rectify the Defect itself or procure a third party to rectify the Defect under clause 6.10.5; and
 - b. elect to recover from the Contractor under clause 13.7 the costs incurred by the Commonwealth in rectifying the Defect. No amount shall be owing to the Commonwealth under this clause 6.8.3c until the Commonwealth elects to recover the amount.
- 6.8.5 If clause 6.8.3b(ii) applies, but the Application for a Deviation is not Approved within 10 Working Days after the Commonwealth's notification (or another period agreed in writing by the Commonwealth) the Commonwealth Representative shall reject the Deliverables.
- 6.8.6 If the Commonwealth Representative rejects Deliverables in accordance with clause 6.8.3b(ii), the Contractor shall, within 10 Working Days (or otherwise specified under the Contract) after receipt of the notification of rejection, provide full written details of its proposed remedy to the Commonwealth Representative.
- 6.8.7 The Commonwealth Representative shall, within 10 Working Days after receipt of the Contractor's proposed remedy as referred to in clause 6.8.5:
- a. direct the Contractor to complete, within a specified period, any course of action proposed by the Contractor; or
 - b. reject the Contractor's proposal and direct the Contractor to submit an alternative proposal within 10 Working Days (or another period agreed between the parties).
- 6.8.8 The Contractor acknowledges and agrees that:
- a. the specification of the requirements for the Services in the Contract is the result of resource-intensive Commonwealth definition, approval and procurement processes;
 - b. the Commonwealth has relied on the Contractor's representations about time (including as reflected in the Milestone Dates or other dates for provision of the Services in the Contract);
 - c. the Commonwealth has determined that the Contract is value for money is, in part, on the basis that full Acceptance of those Deliverables that are subject to Acceptance is achieved with no delay; and
 - d. it is reasonable that the Commonwealth at all times during the period of the Contract has current knowledge of:
 - (i) progress under the Contract;
 - (ii) risks to achievement of Acceptance or other Milestones including potential minor Defects;
 - (iii) any other potential or actual non-compliance with the Contract;
 - (iv) risk management by the Contractor including of emerging risks; and

- (v) any potential delay in meeting any timing obligation in the Contract, for any reason, and whether or not the delay risk was foreseeable or has been previously identified.

6.8.9 The Contractor shall:

- a. proactively ensure that the Commonwealth is kept informed of matters relevant to the issues in clause 6.8.8, using the communication channels and reporting processes in the Contract; and
- b. comply with any directions by the Commonwealth or the exercise of any other Commonwealth powers under or in relation to the Contract in dealing with such matters.

6.8.10 If an offer of Deliverables for Acceptance is rejected, the Commonwealth Representative may by notice require the Contractor to retake possession of the Deliverables within five Working Days after the date of the notice.

6.8.11 The cost of replacing or rectifying rejected Deliverables, and of complying with the reasonable directions of the Commonwealth, shall be borne by the Contractor in accordance with clause 8.1.3c.

6.8.12 Any action of the Contractor in rectifying Defects in the Deliverables and in complying with the directions of the Commonwealth Representative under this clause 6.7.6 shall not entitle the Contractor to claim Performance Relief or Postponement under clause 6.4, or relieve the Contractor from performing its obligations under the Contract.

6.9 Approval and Acceptance Not to Affect Commonwealth's Other Rights (Core)

6.9.1 Approval or Acceptance of Deliverables does not affect the Commonwealth's continuing rights, or the Contractor's continuing obligations, in relation to Services, including under clauses 8 and 10.

6.10 Ownership (Core)

6.10.1 Subject to clauses 5 and 13.5.3 and Attachment C, ownership of Deliverables, including Deliverables incorporated into Products Being Supported, shall pass to the Commonwealth at the following times:

- a. for those Deliverables being provided as part of Ad Hoc Services, on payment of the claim for the applicable Services;
- b. for those Deliverables being provided as part of Recurring Services, on payment of the claim for the period within which work on the Deliverables was undertaken; or
- c. for any other Deliverables:
 - (i) if the Deliverables are to be Accepted, upon payment of a claim for the Milestone relating to the Acceptance of the Deliverables or, if no Milestone applies, upon Acceptance of the Deliverables; or
 - (ii) if the Deliverables are not subject to Acceptance, upon:
 - 1) delivery of the Deliverables to the Commonwealth (or its nominee as directed by the Commonwealth) under or in accordance with the Contract; or
 - 2) their fitment to Commonwealth Property;

whichever occurs first.

6.10.2 The Contractor warrants and shall ensure that, at the time ownership of any Item or Deliverable passes to the Commonwealth under clause 6.10.1:

- a. the Contractor has full power and authority to transfer full legal and beneficial ownership in those Deliverables to the Commonwealth; and
- b. the Commonwealth will obtain good title to those Deliverables, free from any Security Interest.

6.10.3 To the extent that clause 6.10.1 does not apply to an Item, if an Item (that is not otherwise a Deliverable) is installed on, or becomes part of, a Product owned by the Commonwealth in

connection with the performance of the Services, the Item passes to the Commonwealth on the earlier of:

- a. Acceptance of the Item or the work in respect of the Item, (including Acceptance of the Product on which the Item has been installed or become a part of); or
- b. payment of the claim for the applicable Services for the period within which work was undertaken on or in relation to the Item.

6.10.4 Commonwealth ownership of any property, including the Products, GFM or Stock Items, or a component of any of them, is not transferred or affected in any way by the Contract, including:

- a. a transfer of care, custody or control of the item or component to the Contractor or a Subcontractor;
- b. the installation of the item or component on a Product or other property;
- c. the removal of the item or component from a Product, except where disposal is expressly permitted in accordance with the Contract and the item is disposed of in accordance with the Contract; and
- d. the repair, replacement or refurbishment of the item or component.

6.10.5 The Contractor acknowledges that any Deliverables which become owned by the Commonwealth under the Contract, or any of the Products or Stock Items, are not GFM unless specifically described as GFM.

6.11 Substituted Performance (Core)

6.11.1 If:

- a. the Contractor fails to provide any of the Services or rectify any Defects in accordance with the Contract;
- b. the Commonwealth has issued the Contractor a notice requiring the Contractor to rectify the failure or Defect within a period specified in the notice; and
- c. the Contractor has not rectified the failure or Defect within the specified period,

the Commonwealth may perform or procure the performance of the Services and any other work which in the Commonwealth's opinion is necessary to rectify the failure or Defect ('**Remedial Work**') and the Commonwealth may elect to recover from the Contractor under clause 13.7 any expense that it incurs in doing so. No amount shall be owing to the Commonwealth under this clause 6.11.1 until the Commonwealth elects to recover the amount.

6.11.2 Despite the other provisions of the Contract:

- a. the Remedial Work shall not form part of the Services to be provided by the Contractor, or the Contract;
- b. the Contractor shall have no right to any IP in TD, Software or Contract Material created under or in connection with the performance of the Remedial Work (including any right in any licence to that TD, Software or Contract Material);
- c. the Defect rectification obligations at clause 8.1.3c shall not apply:
 - (i) to the Remedial Work; or
 - (ii) to the extent that the Defect is caused by the Remedial Work; and
- d. the Commonwealth is not entitled to reject Deliverables offered for Acceptance under the Contract to the extent that a Defect in a Deliverable is caused by the Remedial Work.

6.11.3 In addition to the Commonwealth's rights under clause 11.7, the Contractor shall fully cooperate with the Commonwealth, or any person nominated by the Commonwealth, to ensure that the Commonwealth is able to exercise its rights under clause 6.11.1 effectively and expeditiously including by:

- a. providing the Commonwealth or its nominee with full access:

- (i) to the Contractor's Facilities, plant and equipment, records, Contractor Personnel and all other information and materials of relevance to the Contract;
 - (ii) to the Products (if in the care, custody or control of the Contractor or a Subcontractor) and any Commonwealth Property, as applicable; and
- b. providing the Commonwealth or its nominee with any TD, Software or other information required by the Commonwealth for the purposes of performing or procuring the performance of the Remedial Work, and the Contractor shall ensure that the Commonwealth and its nominee have all licences to the TD, Software or other information to perform the Remedial Work;
 - c. complying with the directions or recommendations of the Commonwealth Representative or its nominee; and
 - d. issuing such directions to Contractor Personnel as are necessary to ensure that they will follow directions made by the Commonwealth or its nominee.
- 6.11.4 The exercise by the Commonwealth of its rights, or any action required of the Contractor, under this clause 6.10.5 shall not entitle the Contractor to claim Performance Relief or Postponement under clause 6.4 or relieve the Contractor from performing any of its obligations under the Contract.

6.12 Remediation of Performance Problems (Core)

- 6.12.1 If at any time the Commonwealth Representative considers on reasonable grounds (including in relation to clauses 6.12.1d and 6.12.1e, or having regard to the outcomes of any audit including an audit under the Independent AIC Audit Program) that:
- a. there has been, is, or will be, any problem with or failure to provide any of the Services or to otherwise perform the Contract;
 - b. notwithstanding clause 3.2.5.3.5 of the SOW, the Contractor performance for a KPI is likely to be in Performance Band C or Performance Band D for a Review Period (other than when this is allowed to occur during the Performance Implementation Period);
 - c. there has been a failure to achieve the minimum level of performance for an OPM where a required minimum level of Contractor performance has been specified;
 - d. the Contractor has failed to comply with, or is likely to fail to comply with, an AIC Obligation; or
 - e. an AIC Subcontractor has failed to comply with, or is likely to fail to comply with, an AIC Subcontractor Obligation,
- the Commonwealth Representative may, by notice to the Contractor require the Contractor to develop and deliver a Remediation Plan in accordance with CDRL Line Number MGT-400 ('**Remediation Plan**').
- 6.12.2 The Contractor shall ensure that the Approved Remediation Plan and the steps taken to implement an Approved Remediation Plan:
- a. do not limit or affect the Contractor's ability to perform its obligations under the Contract;
 - b. do not limit or affect the Contractor's ability to achieve the Required Performance Level for a KPI or to provide the Services in accordance with the Contract ; and
 - c. are not otherwise inconsistent with the Contract.
- 6.12.3 The date for submission of a Remediation Plan for Approval by the Commonwealth Representative shall be agreed between the parties, or, if the parties cannot agree within 15 Working Days of the Commonwealth Representative's notice under clause 6.12.1, a reasonable period determined by the Commonwealth Representative.
- 6.12.4 Following the Commonwealth's Approval of a Remediation Plan, the Contractor shall comply with the Approved Remediation Plan.
- 6.12.5 The Approved Remediation Plan does not limit or affect the Contractor's obligations under the Contract including the AIC Obligations.
- 6.12.6 The Commonwealth may:

- a. suspend payment in accordance with clause 7.9 if:
 - (i) the Contractor does not develop and deliver a Remediation Plan in accordance with clause 6.12.1 by the date being 15 Working Days after the date for submission determined in accordance with clause 6.12.3, for the period from that date until the Remediation Plan is Approved;
 - (ii) the Commonwealth Representative does not Approve the Remediation Plan developed and delivered by the Contractor under clause 6.12.1, for the period from the date being 15 Working Days after the date the Commonwealth Representative notifies the Contractor that the Remediation Plan is not Approved until the Remediation Plan is Approved; or
 - (iii) the Commonwealth Representative considers that the Contractor has not complied with the requirements of any Approved Remediation Plan, for the period from the date being 15 Working Days after the date the Commonwealth Representative notifies the Contractor of the non-compliance until the Commonwealth Representative is satisfied that the Contractor is complying with the requirements of the Approved Remediation Plan; or
- b. give the Contractor a notice of termination for default under clause 13.2.1e if:
 - (i) the Remediation Plan has not been Approved by the Commonwealth Representative within four months of the date for submission determined in accordance with clause 6.12.3; or
 - (ii) the Contractor has not complied with the requirements of an Approved Remediation Plan within three months of the Contractor being notified by the Commonwealth that the Contractor is not complying with the Approved Remediation Plan.

7 PRICE AND PAYMENT

7.1 Price (Core)

- 7.1.1 Subject to the other provisions of the Contract and the Contractor achieving a Milestone or providing the Services (as applicable), in accordance with the Contract (including achieving Acceptance of Deliverables or Services where required by the Contract), the Contractor is entitled to make a claim for payment:

Option: For when a Mobilisation Payment is included in the Contract.

- a. for the Mobilisation Payment specified in the Details Schedule, in accordance with clause 7.5;
- b. for achievement of a Milestone, the relevant Milestone Payment in accordance with Annex A to Attachment B;
- c. for the provision of Core Services (not forming part of a Milestone):
 - (i) the Base Fee in accordance with Annex B to Attachment B; and
 - (ii) the Performance Payments in accordance with Annex C to Attachment B;
- d. for the provision of Excluded Services, the Excluded Services Fee in accordance with Annex B to Attachment B;
- e. for the provision of a Task-Priced Service, a payment in accordance with Annex D to Attachment B;
- f. for the provision of an S&Q Service, a payment in accordance with the S&Q Order; and
- g. for an Adjustment Payment following an Adjustment Date in accordance with clause 7.4.4a.

7.2 Conversion of Ad Hoc Services (Optional)

- 7.2.1 Where, in the reasonable opinion of the Commonwealth Representative tasks of the same or similar nature are being provided as Ad Hoc Services on a regular basis by the Contractor:

- a. where the relevant Services are being performed as Task-Priced Services, the Commonwealth Representative may request that the Contractor provide an estimate for such tasks to be provided as Recurring Services; or
 - b. where the relevant Services are being performed as S&Q Services, the Commonwealth Representative may request that the Contractor provide an estimate for such tasks to be provided as Recurring Services or as a Task-Priced Service.
- 7.2.2 Where the Commonwealth Representative makes a request in accordance with clause 7.2.1, the Contractor shall provide the Commonwealth Representative with a Notice containing a fixed price quote for the performance of the Service as either a Recurring Service or a Task-Priced Service (as the case may be), within 30 days after receipt of such request, having regard to:
- a. the nature of the task the subject of the request;
 - b. the prices for Recurring Services specified at Annex B to Attachment B; and
 - c. quotations provided by the Contractor and approved by the Commonwealth (in accordance with clause 3.15) for performance of that task as an Ad Hoc Service.
- 7.2.3 The Commonwealth Representative shall within 90 days after receiving a quote under clause 7.2.1b (or within the longer period (if any) specified by the Contractor in the quote), either:
- a. Approve the quote, and notify the Contractor who shall prepare a CCP in accordance with clause 11.1 to amend;
 - (i) Annex B to Attachment B to include the Services as part of the price for Recurring Services; or
 - (ii) Annex D to Attachment B to include the Service the subject of the quote as a Task-Priced Service,
 as the case may be; or
 - b. reject the quote and notify the Contractor of the reasons for rejection.
- 7.2.4 If the Commonwealth Representative gives no notice under clause 7.2.2c within the period determined in accordance with that clause, the Commonwealth will be taken to have rejected the quote.

7.3 Claims for Payment (Core)

- 7.3.1 If the Commonwealth is satisfied that:
- a. the Contractor is entitled to make a claim for payment under clause 7.1.1;
 - b. the Contractor's claim for payment meets the requirements of clause 7.3.5; and
 - c. the Contractor has complied with any other provisions of the Contract applicable to the payment,
- then the Commonwealth shall Approve the claim for payment.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth and Contractor agree to use the PEPPOL framework, the maximum payment term will be 5 days. However, the Commonwealth Pay On-Time Policy does not apply if the nature of the goods or services being procured, or the structure of the procurement, would make it impractical for the policy to be applied. If this is the case, and the Commonwealth does not intend to use the PEPPOL framework, Option A and the Note to Tenderers should be removed prior to RFT release.

Note to tenderers: Per the Commonwealth Pay On-Time Policy, maximum payment terms will depend on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. The maximum payment term will be either:

- a. **5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or**
- b. **20 days where the PEPPOL framework does not apply.**

Further information on the Pay On-Time Policy is available at:

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417>.

The option selected below will depend on the tenderer's response to clause 2.9 of Annex A to Attachment A to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

- 7.3.2 The Commonwealth and the Contractor shall use electronic invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework for the purposes of the delivery and receipt of payment claims under the Contract.
- 7.3.3 When a claim is Approved under clause 7.3.1, the Commonwealth shall make payment within 5 days after Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

- 7.3.4 When a claim is Approved under clause 7.3.1, the Commonwealth shall make payment within 20 days of Approval of the claim.

- 7.3.5 The Contractor shall ensure that each claim for payment made under the Contract:
- specifies the Commonwealth's reference number for the Contract;
 - is calculated in accordance with the Contract;
 - contains sufficient information to enable the Commonwealth to verify the claim;
 - is in the form of a valid Tax Invoice;
 - is accompanied by any substantiating documentation requested by the Commonwealth Representative; and
 - contains a statement by the Contractor that the information in the claim is complete and accurate.
- 7.3.6 If a claim for payment is not Approved, the Commonwealth Representative shall notify the Contractor within 10 Working Days after receipt of the claim providing reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment. The resubmitted claim shall be subject to the same conditions as if it were the original claim.

7.4 Adjustments (Core)

- 7.4.1 Where specified in Attachment B in respect of a particular price or payment, the relevant formula in clause 7.2 of Attachment B shall be applied to:
- Milestone Payments, on each Adjustment Date that occurs on or before the relevant Milestone Date; and
 - prices for Services other than Services included in Milestones, on each Adjustment Date. However, unless stated otherwise in an S&Q Order, the formulae in clause 7.2 of Attachment B shall not be applied to an S&Q Order (including in relation to any unperformed S&Q Services).
- 7.4.2 Subject to clause 7.4.1, the adjusted price or payment amount shall apply on and after the applicable Adjustment Date.
- 7.4.3 No later than three months after the publication of the indices for an Adjustment Date, the Contractor shall submit a CCP in accordance with clause 11.1 to update Attachment B to reflect the adjustment to the price and payment amounts as determined in accordance with clause 7.4.1.
- 7.4.4 No later than three months after the publication of the indices for an Adjustment Date, the Contractor shall determine if, as a result of the adjustment under clause 7.4.1, an adjustment is required to any claim for payment that had been submitted in accordance with clause 7.1.1

after the Adjustment Date but prior to the date the CCP under clause 7.4.3 takes effect ('Adjustment Payment'). If such Adjustment Payment:

- a. is to the credit of the Contractor, the Contractor may claim that amount as a separate claim for payment in accordance with clause 7.1.1g; or
- b. is to the credit of the Commonwealth, the Contractor shall notify the Commonwealth of the amount of the credit.

7.4.5 The Commonwealth shall not be liable for any claims for payment under clause 7.4.4a submitted after the end of the three month period referred to in clause 7.4.4.

7.4.6 If an Adjustment Payment calculated in accordance with clause 7.4.4 is to the credit of the Commonwealth, the Commonwealth may elect to recover the amount from the Contractor under clause 13.7. No amount shall be owing to the Commonwealth under this clause 7.4.6 until the Commonwealth elects to recover the amount.

Note to tenderers: It is Defence policy that when the proportion of the total price that is payable in source currency is significant, the contract is to be written in source currency. Refer to TDR-D for further information.

7.5 Bank Guarantee for Mobilisation Payment (RFT Core)

Note to tenderers: If the tenderer proposes a Mobilisation Payment for any resultant Contract (refer to TDR D-2), the Commonwealth will (generally) require a non-reducing Bank Guarantee for 50% of the amount of the Mobilisation Payment, in accordance with this clause 7.5.

7.5.1 The Contractor shall provide a bank guarantee equal to the Mobilisation Security Amount specified in the Details Schedule to the Commonwealth no later than the Mobilisation Security Date specified in the Details Schedule. The bank guarantee shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative, and in the form of the Bank Guarantee Deed set out at Annex D to Attachment I.

7.5.2 The Commonwealth shall not be obligated to pay the Mobilisation Payment identified in Annex A to Attachment B until it has received the bank guarantee in accordance with clause 7.5.1.

7.5.3 The Mobilisation Payment shall be offset against amounts payable by the Commonwealth to the Contractor under the Contract. The Commonwealth shall be deemed to have paid those claims for payment Approved in accordance with clauses 7.3 and 7.3.6, until the sum of the Approved claims for payment equals the amount of the Mobilisation Payment.

7.5.4 The Commonwealth shall release the bank guarantee provided under clause 7.5.1 within 10 Working Days after the date on which the sum of the amounts deemed to have been paid under clause 7.5.3 equals or is greater than the amount of the Mobilisation Payment.

7.5.5 The Commonwealth's rights under the bank guarantee provided under clause 7.5.1 shall be exercisable by the Commonwealth for either or both of the following:

- a. to obtain repayment of an amount equal to the value of any part of the Mobilisation Payment that has not been offset against amounts payable by the Commonwealth to the Contractor under the Contract in the event of termination of the Contract in accordance with clause 13.2; and
- b. to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.6 Bank Guarantee for Performance (RFT Core)

Note to drafters: Drafters must include both clause 7.5.5b Bank Guarantee for Performance and clause 7.8 Deed of Guarantee and Indemnity in the RFT. Although it is unlikely that both forms of security will be required, it may not be possible to determine the form of any required security until the preferred tenderer has been identified and the risk associated with the preferred tenderer has been fully assessed.

Note to tenderers: Whether the Commonwealth requires both a bank guarantee in respect of the Contractor's performance and a Deed of Guarantee and Indemnity (clause 7.7) will be determined

during negotiations with the preferred tenderer, considering risks associated with the provision of the Services.

If the Commonwealth determines that it does not require a security, the amount nominated for a security within the tender response will not be included in any resultant Contract.

If, under the [Master Guarantee Program](#), Defence and the tenderer have pre-agreed amendments to the template Bank Guarantee Deed, the tenderer should identify this within the 'Statement of Non-Compliance' tendered in accordance with TDR A-3 and indicate which alterations it is seeking to apply, and if any further amendments are proposed.

- 7.6.1 The Contractor shall provide a bank guarantee equal to the Performance Security Amount specified in the Details Schedule to the Commonwealth no later than the Performance Security Date specified in the Details Schedule. The bank guarantee shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative, and in the form of the Bank Guarantee Deed set out in Annex D to Attachment I.
- 7.6.2 The Commonwealth shall release the bank guarantee provided under clause 7.6.1 within 10 Working Days after the Release Event specified in the Details Schedule occurs.
- 7.6.3 The Commonwealth's rights under the bank guarantee provided under clause 7.6.1 shall be exercisable by the Commonwealth for either or both of the following:
- a. to obtain compensation for Loss suffered in the event that the Contractor fails to perform the Contract, including upon termination of the Contract in accordance with clause 13.2; and
 - b. to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.7 Exercise of Securities (RFT Core)

- 7.7.1 If the Commonwealth exercises any or all of its rights under the securities provided under clauses 7.5 or 7.5.5b, the Commonwealth shall not be liable for, and the Contractor shall release the Commonwealth from liability for, any resultant Loss suffered by the Contractor.
- 7.7.2 The rights of the Commonwealth to recover from the Contractor the balance, after draw down or exercise of either or both securities provided under clauses 7.5 or 7.5.5b, of Loss suffered by the Commonwealth shall not be limited by the Commonwealth's exercise of those securities.

7.8 Deed of Guarantee and Indemnity (RFT Core)

Note to tenderers: If the tenderer has a Master Guarantee and Indemnity Deed with Defence that it wishes to apply to any resultant Contract, and this includes pre-agreed amendments to the template Bank Guarantee, the tenderer is to indicate which alterations it is seeking to apply within the 'Statement of Non-Compliance' tendered in accordance with TDR A-3. Information on the Master Guarantee Program is available at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/master-guarantee-program>.

Option: For use when the Contractor does not have a Master Guarantee and Indemnity Deed with Defence, or elects not to add the Contract to its Master Guarantee and Indemnity Deed.

- 7.8.1 The Contractor shall, on the Effective Date specified in the Details Schedule, provide the Commonwealth Representative with a Deed of Guarantee and Indemnity in the form of Annex E to Attachment I executed by the Guarantor specified in the Details Schedule.

Option: For use when the Contractor has a Master Guarantee and Indemnity Deed with Defence and elects to apply the Master Guarantee and Indemnity to the Contract.

7.8.2 The Contractor shall, by the Effective Date specified in the Details Schedule, ensure that the Contract is included as a Guaranteed Agreement at Attachment 1 to the Master Deed of Guarantee and Indemnity.

7.9 Suspending Payments (Core)

7.9.1 The Commonwealth may suspend some or all payments under the Contract if one or more of the following events occurs:

Note to drafters: Tailor the following list of events as appropriate.

- a. the Contractor fails to achieve a Stop Payment Milestone by the relevant Milestone Date (and the Commonwealth may continue to suspend payments until the relevant Stop Payment Milestone has been achieved);
- b. the Contractor's performance for any KPI is in Performance Band D for any Review Period (and the Commonwealth may continue to suspend payments until the Contractor has completed a Review Period with no KPI with the Contractor's performance in Performance Band D);
- c. the Contractor's performance for the same KPI is in Performance Band C for two or more consecutive Review Periods (and the Commonwealth may continue to suspend payments until the Contractor has completed a Review Period during which the Contractor's performance for the relevant KPIs was in Performance Band B (or higher));
- d. the Contractor's performance for any three KPIs are in Performance Band C for any Review Period (and the Commonwealth may continue to suspend payments until the Contractor has completed a Review Period during which the Contractor's performance had no more than two KPIs in Performance Band C);
- e. the Contractor fails to submit or obtain Approval for a Remediation Plan, or comply with an Approved Remediation Plan, in accordance with clause 6.12 (and the Commonwealth may continue to suspend payments for the period(s) set out in clause 6.12.6); or
- f. an event referred to in clause 6.12.6 occurs (and the Commonwealth may continue to suspend payments for the periods set out in clause 6.12.6).

7.9.2 The exercise by the Commonwealth of its rights under this clause 7.9 shall not:

- a. entitle the Contractor to claim Performance Relief or Postponement under clause 6.4;
- b. relieve the Contractor from performing any of its obligations under the Contract; or
- c. in the case of a suspended payment which is subsequently made, entitle the Contractor to claim interest in accordance with clause 7.9.3c for the period that the Commonwealth suspended the payment in accordance with clause 7.9.1.

7.9.3 The Commonwealth's rights under this clause 7.9 do not affect the Commonwealth's rights in respect of any Default of the Contractor, including to:

- a. give the Contractor a Default Notice under clause 13.3;
- b. recover compensation or damages; or
- c. terminate the Contract for Contractor Default.

7.10 Early and Late Payment (Core)

Note to drafters: In accordance with the Supplier Pay On-Time or Pay Interest Policy, the Commonwealth is obliged to pay interest when it does not make payment in full within the

maximum payment terms. Refer to Resource Management Guide 417 for further information, including exceptions to the application of the policy:

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417>

- 7.10.1 If payment of an amount due to the Contractor under the Contract is made early, interest shall be payable by the Contractor to the Commonwealth in accordance with the formula at clause 7.10.3.
- 7.10.2 If payment of an amount due to the Contractor under the Contract is made late, interest shall be payable by the Commonwealth to the Contractor in accordance with the formula at clause 7.10.3. Any payment not made within 60 days after the date it is to be made under the Contract shall be in breach of the Contract.
- 7.10.3 Interest payments shall be calculated in accordance with the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

where:

- 'I%' for early payments means the Reserve Bank of Australia cash rate target current at the date of payment expressed as a percentage;
- 'I%' for late payments means the ATO sourced General Interest Charge rate current at the due date of payment expressed as a percentage;
- P means the amount of the early or late payment; and
- n means the number of days before or after the due date for payment that the payment is made.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.9 of Annex A to Attachment A to the Conditions of Tender.

- 7.10.4 If the interest payment is not offset or paid as part of the subject claim, the Commonwealth Representative shall adjust the next Approved payment under the Contract. If there are no further payments, the relevant party shall pay the interest payment within **[INSERT 5 or 20]** days after being provided with notice.

7.11 Restrictions on Certain Payments (Optional)

Note to drafters: Include clause 7.11 if Performance Incentives have been included in Annex C to Attachment B.

- 7.11.1 Without limiting clause 7.9 or any other rights of the Commonwealth under the Contract or otherwise, the Contractor shall not be entitled to Performance Incentives for a KPI if during the relevant Review Period:
- the Contractor did not achieve a Milestone due to be achieved;
 - the Commonwealth was entitled to claim liquidated damages in accordance with clause 10.6; or
 - the Commonwealth was entitled to terminate the Contract for default under clause 13.2.

7.12 Taxes and Duties (Core)

- 7.12.1 All Taxes imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and the Contractor agrees that they are included within the payments under the Contract.

- 7.12.2 The amounts set out in or determined in accordance with Attachment B include GST for Services to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.
- 7.12.3 Each Tax Invoice provided under clause 7.3.2 shall include the amount and method of calculation of any GST payable by the Contractor in relation to that claim for payment as a separate item.
- 7.12.4 If the Contractor incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid Tax Invoice, the Contractor shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.
- 7.12.5 If the Commonwealth makes, or is assessed by the ATO as having made, a taxable supply to the Contractor under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Contractor upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.
- 7.12.6 The Commonwealth may elect to recover from the Contractor under clause 13.7 any amount of GST to be paid by the Contractor under clause 7.12.5. No amount shall be owing to the Commonwealth under this clause 7.12.6 until the Commonwealth elects to recover the amount.
- 7.12.7 If the Contractor has a claim for an amount under the Contract, the claim is for the amount less any input tax credit to which the Contractor is entitled in respect of the claim. The Commonwealth may treat the Contractor as entitled to full input tax credits for GST included in an amount unless the Contractor satisfies the Commonwealth otherwise.

7.13 GST Agent (RFT Core)

Note to tenderers: This clause will only be included if the Contractor appoints a resident agent. Tenderers should make their own inquiries regarding the suitability of proposing an agent to act for them for the purposes of Division 57 of the GST Act. Tenderers should indicate, within the 'Statement of Non-Compliance' tendered in accordance with TDR A-4, the requirement for this clause in any resultant Contract and, if so, their ability to comply with it.

- 7.13.1 The Contractor has appointed the GST Agent specified in the Details Schedule as its resident agent for the purposes of Division 57 of the GST Act.
- 7.13.2 The Contractor, by appointing a resident agent, shall not be relieved of its liabilities or obligations under the Contract and shall at all times be responsible for ensuring that the resident agent complies with the requirements of this clause 7.13.
- 7.13.3 Without limiting clause 7.13.2, the Contractor shall ensure that its resident agent:
- a. provides all necessary documentation required by the Commonwealth for a claim for payment to be considered under clause 7.3; and
 - b. complies with Division 57 of the GST Act.
- 7.13.4 The Commonwealth shall make all payments otherwise due to the Contractor under clause 7.3 to the resident agent. The Contractor agrees that such payments to the resident agent shall discharge, to the extent of the payment, the Commonwealth's liability to the Contractor for those Services.
- 7.13.5 If the Contractor appoints an alternative resident agent, the Contractor shall notify the Commonwealth Representative within 10 Working Days after the change, and provide the information required in the Details Schedule.
- 7.13.6 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative with a copy of the resident agency agreement, which copy need not contain prices.

7.14 Cost Principles (Core)

- 7.14.1 Without in any way affecting or overriding the other provisions of the Contract, the Contractor shall apply the Defence Cost Principles when preparing any:
- a. claim for Performance Relief or Postponement costs under clause 6.5;

Option: For when the Schedule Recovery Costs clause 6.7 is included.

- b. claim for schedule recovery costs under clause 6.7;

Option: For use when Defence Cost Principles are applied

Note to drafters: Use unless not required as per cl 2.31. of the Defence Cost Principles

- c. price for any CCP under clause 11.1; or S&Q Order under clause 3.15; or

- d. claim for costs if the Contract is terminated.

7.15 ACE Measurement Rules (Core)

- 7.15.1 Where the Contractor is required to calculate ACE and ICE under the Contract, ACE and ICE shall be calculated in accordance with the ACE Measurement Rules, and any alternate and/or additional deeming rates that are detailed in Attachment B.
- 7.15.2 The Contractor shall, and shall ensure that AIC Subcontractors, maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify the calculation of ACE and ICE in accordance with the ACE Measurement Rules.

7.16 Performance Management Framework Adjustments (Optional)

- 7.16.1 The Contractor shall meet with the Commonwealth Representative, as part of the Contract Performance Reviews conducted under clause 3.4.4 of the SOW and at any other time reasonably required by the Commonwealth Representative, to discuss whether the performance management framework should be adjusted having regard to:

Note to drafters: Amend the following list as applicable to the Contract.

- a. the need to achieve the Outcomes and objectives, including those specified in clause 1.3;
- b. the need to adjust a KPI in response to a change to the Rate of Effort in accordance with clause 2.2 of the SOW;
- c. the need to motivate the Contractor to achieve continuous improvement in the provision of the Services;
- d. any desire by the Commonwealth to refocus the weightings (ie, the proportion of the total At-Risk Amount), applicable to particular KPIs, including to reflect changes in the relative importance of the Services measured by KPIs;
- e. the suitability of a KPI as a means of assessing the Contractor's performance;
- f. both parties' desire for measurement efficiency; and
- g. any Innovation / Efficiency that has been Approved and which will have an impact on a KPI.
- 7.16.2 Following each meeting referred to in clause 7.16.1, the Commonwealth Representative may, by notice to the Contractor, propose adjustments to one or more of the following:
- a. the basis of measurement of KPIs;
- b. any Contractor reporting obligations; or

Note to drafters: If a Performance Implementation Period (PIP) will not be included in the Contract, then amend the following subclause to remove the text in square brackets referring to the PIP.

- c. the weightings for the KPIs, the Required Performance Level, the Performance Bands and formulae for calculating the APS for the KPIs, subject to the restrictions set out in Table 1 below[, in addition to the adjustments specified in Annex B to Attachment P for the Performance Implementation Period].

Note to drafters: Amend the following table for the KPIs in Attachment P. Depending on the KPIs, it may only be necessary to identify limits on increases in weightings because weightings are to be no less than 0% and the total of all weightings must be equal to 100%.

As a suggested format, Table 1 below describes adjustments and limiting criteria for KPI weightings first and then describes the adjustments and criteria related to the Performance Bands of each KPI. Drafters should refer to the PPBC Guide for ASDEFCON (Support) for guidance and an example.

Table 1: KPI adjustment limits

| Proposed adjustment | Criteria for proposed adjustments |
|--|--|
| Note to drafters: The first two rows are standard requirements for all contracts. decrease the weighting of any KPI | each weighting must not be less than 0% |
| adjust the weightings of any KPIs not adjusted by any criteria in the following rows, so that the sum of the weightings = 100% | the total of all KPI weightings must add up to 100% |
| increase in the weighting of KPI-01, [INSERT KPI NAME] | no more than 10% (eg, from 25% to 35%) the weighting must not exceed 50% |
| increase in the weighting of KPI-02, [INSERT KPI NAME] or of KPI-03, [INSERT KPI NAME] | no more than 5% (eg, from 10% to 15%) the weighting of each KPI must not exceed 30% |
| increase in the weighting of both KPI-02 and KPI-03 | the sum of the weightings for KPI-02 and KPI-03 does not exceed 40% |
| increase in the weighting of KPI-04, [INSERT KPI NAME] | no more than 5% (eg, from 10% to 15%) the weighting must not exceed 20% |
| Note to drafters: The following three rows may be repeated for each KPI, in order to adjust formulae in Performance Bands. increase in the KPI-01 Required Performance Level | Note to drafters: Criteria below is typically defined for each adjustment and a maximum allowed after multiple adjustments. no more than 1% (eg, from 84% to 85%) does not exceed 86% |
| increase in the KPI-01 Performance Band B-C boundary | no more than 4% (eg, 62% to 66%) does not exceed 68% |
| increase in the KPI-01 Performance Band C-D boundary | no more than 2% (eg, 40% to 42%) does not exceed 45% |

7.16.3 Within 20 Working Days after receiving the notice given under clause 7.16.2 (or within such longer period as the Commonwealth Representative may agree in writing) the Contractor shall review and assess the likely impact of the proposed adjustment and notify the Commonwealth Representative:

- a. of the results of the assessment of the proposed adjustment; and
- b. whether or not the Contractor agrees with the proposed adjustment.

7.16.4 If the Contractor fails to notify the Commonwealth Representative that the Contractor does not agree with the proposed adjustment within the time period determined in accordance with clause 7.16.3, the Contractor shall be taken to have agreed with the proposed adjustment.

7.16.5 If the Contractor gives notice under clause 7.16.3 that it does not agree with the proposed adjustment within the time period determined in accordance with clause 7.16.3:

- a. the Contractor shall, in its notice under clause 7.16.3, set out the reasons why the Contractor does not agree with the proposed adjustments;
- b. the parties shall negotiate the proposed adjustments in good faith;

- c. if the parties are unable to reach agreement within 10 Working days after the Contractor's notice under clause 7.16.3 (or longer period as the Commonwealth Representative may agree in writing), the Management Representatives specified in the Details Schedule shall meet and negotiate the proposed adjustments in good faith; and
 - d. if the Management Representatives are unable to reach agreement within 20 Working Days after the Contractor's notice under clause 7.16.3 (or longer period as the Commonwealth Representative may agree in writing), the Commonwealth Representative shall make a final determination of the adjustments to be made to the performance management framework and notify the Contractor in writing of those adjustments.
- 7.16.6 The Commonwealth may, or may require the Contractor to, provide a CCP to reflect the adjustments within 20 Working Days following (as applicable):
- a. the Contractor's agreement under clause 7.16.3 or clause 7.16.3b;
 - b. agreement in accordance with clause 7.16.5b; or
 - c. the Commonwealth Representative's notice under clause 7.16.5d (as applicable).
- 7.16.7 To avoid doubt:
- a. notwithstanding clause 11.1:
 - (i) the Contractor's agreement of the adjustments to the performance management framework under clauses 7.16.3, b or 7.16.4; or
 - (ii) the Commonwealth Representative's determination of the adjustments to the performance management framework under clause 7.16.5d,

shall be final and legally binding on the parties from the date that the Contractor is taken to have agreed to the Commonwealth's adjustments to the performance management framework under clause b or the date specified in the Commonwealth Representative's notice under clause 7.16.5d (or if no date is specified, from the start of the next Review Period applicable to any adjusted KPI after the date of the notice under clause 7.16.5d), notwithstanding that a CCP is not signed by the parties in accordance with clause 7.16.6. The Contractor shall not be entitled to make or bring any claim against the Commonwealth arising out of or in connection with any such agreement or determination; and
 - b. although the Commonwealth Representative's authority to determine adjustments includes the authority to reallocate proportions of the At-Risk Amount and Performance Incentive, if applicable, between KPIs (within the limits of the criteria defined in Table 1), it does not include the authority to increase the proportion of the Recurring Services Fee that represents the At-Risk Amount unless the Contractor agrees to that increase.

8 DEFECT NOTIFICATION AND RECTIFICATION

8.1 Notification of Defects (Core)

- 8.1.1 If during the Defect Notification Period specified in the Details Schedule, the Contractor becomes aware of any Defect in the Services which adversely affects, or is likely to adversely affect:
- a. the safety of a Product or a Deliverable or the safety of persons, the Contractor shall notify the Commonwealth Representative of the Defect within one Working Day; or
 - b. the operation or capability of a Product or a Deliverable, the Contractor shall notify the Commonwealth Representative of the Defect within five Working Days.
- 8.1.2 The Contractor shall, within 30 days after a notification under clause 8.1.1, provide the Commonwealth with a report, including supporting evidence on:
- a. the nature of the Defect;
 - b. its cause;
 - c. its effects; and
 - d. proposed rectification action.

- 8.1.3 For the purposes of clause 8.1.2b, the Contractor will be taken to have caused the Defect unless the Contractor can demonstrate, to the satisfaction of the Commonwealth Representative, that the Defect arose from an act or omission of:
- a. the Commonwealth;
 - b. an Unrelated Party under another contract; or
 - c. the Contractor under another contract.

8.2 Defect Rectification and Assistance Obligations (Core)

- 8.2.1 Subject to clause 8.2.3, if the Commonwealth Representative notifies the Contractor of a Defect in the Services, or the Contractor notifies the Commonwealth under clause 8.1 (or otherwise), during the relevant Defect Rectification Period (specified in the Details Schedule), the Contractor shall, within **[INSERT PERIOD]** after the notification, or a longer period agreed in writing by the Commonwealth, by repair, replacement or modification:
- a. rectify the Defect and Defects of a similar nature; and
 - b. rectify any damage or other adverse effect to the extent caused by the Defect or the rectification of the Defect on other Products or Deliverables,
- whether or not the Defect arises out of or as a consequence of a Contractor Default.
- 8.2.2 Unless otherwise specified in the Contract, the Contractor shall be entitled to claim for an additional amount (calculated in accordance with Attachment B as an S&Q Service) for any rectification work performed under clause 8.2.1 but only to the extent that the Defect arose out of or as a consequence of any of the following:
- a. a Commonwealth Default;
 - b. subject to clause 8.2.3, an act or omission of a Commonwealth Contractor under a previous acquisition, support or other contract with the Commonwealth;
 - c. the Commonwealth wilfully damaging a Product Being Supported or Deliverable; or
 - d. if the Defect comprises damage to a Product Being Supported or Deliverable, or the damage arose out of or as a consequence of the following:
 - (i) the Product Being Supported or Deliverable being stored, installed, configured, used, maintained or modified by the Commonwealth or an Associated Party in a way that deviates from any authorised specifications, instructions or manuals, unless such deviation is necessary to enable the Product or Deliverable to function and be fit for its intended purpose;
 - (ii) an Excepted Risk occurring; and
 - (iii) a breach of a general law duty or an applicable law by an Unrelated Party, except to the extent that the Contractor is liable for such damage under clause 10.8.2.
- 8.2.3 To the extent that any identified Defect is determined to be a consequence of work performed or deliverables provided under a contract referred to in 8.2.2b, and the Commonwealth or Contractor determines that rectification of the Defect is covered by that other contract (for example, within that contract's defect notification period), then:
- a. the Contractor shall assist the Commonwealth in the gathering of evidence to support a claim under that other contract; and
 - b. the Commonwealth shall determine if the Contractor is to proceed to rectify the Defect.
- 8.2.4 The Contractor's obligations under clause 8.2.1 do not require the Contractor to rectify a Defect in GFM incorporated into Deliverables except to the extent that the Defect:
- a. arose out of or as a consequence of a Contractor Default; or
 - b. was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract).
- 8.2.5 Subject to clauses 8.2.2 and 8.2.9, the Contractor shall bear all costs of, and incidental to any rectification work performed under clause 8.2.1, including the costs of any removal,

disassembly, packing, freight relevant testing, re-assembly and reinstallation, except to the extent that the Commonwealth Representative otherwise reasonably agrees.

- 8.2.6 If the Contractor fails to rectify a Defect within the period specified in clause 8.2.1, the Commonwealth may itself or by a third party ensure that the rectification is performed. The Commonwealth may elect to recover from the Contractor under clause 13.7 the amount of the Commonwealth's costs of rectifying the Defect. No amount shall be owing to the Commonwealth under this clause 8.2.6 until the Commonwealth elects to recover the amount.
- 8.2.7 If a Defect (other than a Latent Defect) in any Services is rectified in accordance with clause 8.2.1, the Defect Rectification Period for the affected Services shall expire on the later of:
- the end of the original Defect Rectification Period; or
 - the date that is half the original Defect Rectification Period after the rectified Products or Deliverables are returned to the Commonwealth.
- 8.2.8 If the Contractor has performed rectification work as required by this clause 8.1.3c and the Commonwealth is not satisfied that the Defect has been rectified, the Contractor shall perform any additional tests that are required by the Commonwealth to determine whether the Defect has been rectified.
- 8.2.9 If tests conducted under clause 8.2.8 show that the Defect has been rectified, the cost of the tests shall be borne by the Commonwealth. If the tests show that the Defect has not been rectified:
- the Contractor shall rectify the Defect as soon as practicable; and
 - the costs of the rectification work and the tests shall be borne by the Contractor.
- 8.2.10 Nothing under this clause 8.1.3c limits or affects:
- the obligations of the Contractor under clause 3.2, 3.3, 10.7 or 10.8; or
 - any other right of the Commonwealth under the Contract or otherwise arising out of or as a consequence of a Defect.

8.3 Manufacturer and Other Warranties (Optional)

Note to tenderers: This clause may be included if there are warranties that are available from the relevant manufacturer or supplier that will extend beyond the end of the relevant Defect Rectification Period and these warranties represent value for money for the Commonwealth. Tenderers should identify any warranties of this nature in their tenders, including the additional cost (if any) associated with such warranties.

- 8.3.1 The Contractor shall ensure that the Commonwealth obtains the benefit of any manufacturer, supplier or other third party warranty applicable to the Services (including after the expiry of the Defect Rectification Period for the relevant Services), including by taking all reasonable action to enforce such a warranty, until the expiry of the warranty or clause 8.3.2 applies.
- 8.3.2 Following the termination or expiry of the Contract, the Contractor shall:
- assign the benefit of any remaining third party warranties for those Services to the Commonwealth; or
 - if the Contractor is not permitted to assign those third party warranties, otherwise ensure that the Commonwealth obtains the benefit of any remaining third party warranties for those Services, including by taking all reasonable action to enforce such a third party warranty until the expiry of the warranty.

9 INSURANCE

9.1 Insurance (Core)

Note to drafters: Drafters are to tailor this clause by selecting only those insurance policies actually required for the draft Contract and by inserting the required limit of indemnity for the relevant insurances in the Details Schedule. (Note: the LRA provides the basis for determining the insurance requirements). As a guide, insurance policy indemnity limits should be based on the Maximum Probable Loss (MPL) determined by the LRA. The MPL represents the financial

consequence of a risk event occurring after taking into account any risk treatments that mitigate consequence – it is NOT to be discounted by multiplying consequence x likelihood.

The ACIP Initiative applies to CASG procurements in accordance with Functional Policy (Procurement) – Mandatory Procurement Policy Requirements for the Approved Contractor Insurance Program Initiative. Drafters should refer to the ASDEFCON Insurance Handbook for guidance to assist with understanding and tailoring this clause. In accordance with paragraphs 28 to 31 of Functional Policy (Procurement) – Mandatory Procurement Policy Requirements for the Approved Contractor Insurance Program Initiative, material changes to this clause must be approved by the ACIP Management Team at ACIP.ManagementTeam@defence.gov.au.

Information on the ACIP Initiative is available at:

- <http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-ACIP-Initiative.aspx>.

For non-CASG procurements, drafters may seek approval to apply the ACIP Initiative from the ACIP.ManagementTeam@defence.gov.au.

Drafters using this clause for non-CASG procurements (unless otherwise approved by the ACIP Management Team) or for CASG procurements in which no tenderer with ACIP status will participate, must delete the Note to tenderers below and also delete clause 9.1.29 and its associated Note to tenderers.

Note to tenderers: The operation of clause 9.1 will vary depending on whether the Contractor has Approved Contractor Insurance Program (ACIP) status and, where a Contractor has ACIP status, to the extent any of the policies required by clause 9.1 are within the Contractor's ACIP.

As per clause 9.1.29, for Contractors with ACIP status, the Contractor will be deemed compliant with relevant requirements of this clause where the policy is within the scope of the Contractor's ACIP. Information on the ACIP Initiative and the list of companies with current ACIP status is at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/acip-initiative>

9.1.1 The Contractor shall effect and maintain the insurances (which, for the purposes of this clause 9.1 will be satisfied where the Contractor causes such insurances to be effected and maintained or where the Contractor is insured under such insurances) for the times and in the manner specified in this clause 9.1, without requiring insurance to be effected to the extent that a particular risk:

- is insured against under other insurance effected in compliance with this clause 9.1; or
- has been expressly retained by the Commonwealth, except to the extent that such retention by the Commonwealth is dependent on the Contractor being liable only to the extent that it is insured for the liability.

For the avoidance of doubt, the terms of this clause 9.1 do not alter the allocation of risk or liability between the parties as provided for under any other clause of the Contract.

9.1.2 The Contractor shall use its reasonable endeavours to ensure that Subcontractors and their employees, officers and agents are insured as required by this clause 9.1, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.

Option: For use if workers compensation insurance is required.

9.1.3 **(workers compensation)** The Contractor shall effect and maintain workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract. Where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance or registrations shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor. However, the requirements of this clause 9.1.3 (workers compensation) do not apply to the extent and for such time as the Contractor is a licensed self-insurer or exempt employer in the relevant jurisdiction.

Note to tenderers: Alternative clause 9.1.3 to be used where some workers engaged by the Contractor will be performing work outside of Australia. If this alternative clause is used, prior to Contract signature the clause number and cross-references in this clause 9.1.3 will need to be automated and automatic cross-references elsewhere in clause 9.1 to this clause will need to be reinserted.

9.1.3 **(workers compensation)** The Contractor shall effect and maintain:

- a. workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract. Where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance or registrations shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor. However, the requirements of this clause 9.1.3a do not apply to the extent and for such time as the Contractor is a licensed self-insurer or exempt employer in the relevant jurisdiction; and
- b. in each jurisdiction where common law claims can be brought outside of the statutory workers compensation or accident compensation scheme referred to in clause 9.1.3a, employer's liability insurance with a limit of indemnity of not less than the amount customarily effected by prudent insureds for this risk in each relevant jurisdiction, covering any work-related injury, damage, expense, loss or liability suffered or incurred by any person engaged by the Contractor in the work under the Contract (or their dependants). Such insurance shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor.

Option: For use if public and products liability insurance is required.

9.1.4 **(public and products liability)** The Contractor shall effect and maintain public and products liability insurance written on an occurrence basis with a limit of indemnity of not less than:

- a. the amount specified in the Details Schedule each and every occurrence for public liability claims; and
- b. the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period for products liability claims,

which covers:

- c. the Contractor, its employees, officers and agents (including for liability to each other); and
- d. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,

for their respective liabilities for any:

- e. loss of, damage to, or loss of use of, any tangible property (including GFF, GFE and any other Commonwealth Property in the care, custody or control of the Contractor or its Subcontractors) for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 ([property or Industrial Special Risks]); and
- f. the bodily injury, disease, illness or death of any person,

Note to drafters: At the end of clause 9.1.4 below, select the appropriate territorial limit:

- a. ***If works under the Contract will occur only in Australia and the acquired items will not be used outside of Australia, then include the second last sentence "This insurance shall have a territorial limit which includes Australia"; and***
- b. ***If works under the Contract will occur in whole or in part outside of Australian or the acquired items may be used outside of Australia, then include the last sentence "This insurance shall have a worldwide territorial limit".***

caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Contract or under any GFF Licence entered into for the purposes of this Contract by the Contractor or Contractor Personnel, including in respect of the manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product. **[INSERT EITHER 'This insurance shall have a territorial limit which includes Australia.' OR 'This insurance shall have a worldwide territorial limit']**.

Option: For use if professional indemnity insurance is required.

9.1.5 **(professional indemnity)** The Contractor shall effect and maintain professional indemnity insurance with a limit of indemnity of not less than the amount specified in the Details Schedule for any one claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity, by reason of any act or omission of the Contractor or Contractor Personnel. Such insurance shall:

- a. have a definition of professional services broad enough to include all professional services, activities and duties to be provided or performed by the Contractor and Contractor Personnel under the Contract;

Note to drafters: Paragraphs b, c, d and f are optional depending on the services and risks. Where b or c is selected, f should also be included.

- b. extend to cover claims related to software and IT risks;
- c. extend to cover claims for unintentional breaches of IP rights;

- d. extend to cover claims for unintentional breaches of trade practices laws;
- e. have a retroactive date of no later than the earlier of the commencement of the work under the Contract or any preparatory work by the Contractor and Contractor Personnel; and
- f. have worldwide territorial and jurisdictional limits.

Option: For use if property or Industrial Special Risks insurance is required.

- 9.1.6 **(property)** The Contractor shall effect and maintain all risks property insurance covering:
- a. the tangible Services, unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability);
 - b. GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability);
 - c. all other property, plant and equipment in the care, custody or control of the Contractor or its agents, material to the Contractor's ability to perform its obligations under the Contract; and

Note to drafters: The last sentence of clause 9.1.6 below highlighted in grey is optional and should only be used where GFF constitutes a part of a building or facility.

- d. against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured. Where the GFF constitutes only a part of a building or facility, the requirement for insurance for GFF under this clause 9.1.6 only applies in respect of the Licensed Fittings (as defined in the GFF Licence).

Note to drafters: The following alternative clause 9.1.6 is to be used where business interruption insurance is required. If this alternative clause is used, the clause number and cross-references in this clause 9.1.6 will need to be automated and automatic cross-references elsewhere in clause 9.1 to this clause will need to be reinserted.

- 9.1.6 **(Industrial Special Risks)** The Contractor shall effect and maintain:
- a. all risks property insurance covering:
 - (i) the tangible Services, unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability);
 - (ii) GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability); and
 - (iii) all other property, plant and equipment in the care, custody or control of the Contractor or its agents, material to the Contractor's ability to perform its obligations under the Contract,

Note to drafters: The last sentence in subclause b below highlighted in grey is optional and should only be used where GFF constitutes a part of a building or facility.

- b. against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured. Where the GFF constitutes only a part of a building or facility, the requirement for insurance for GFF under this clause 9.1.6 only applies in respect of the Licensed Fittings (as defined in the GFF Licence); and
- c. business interruption insurance for a period of not less than the period specified in the Details Schedule with a limit sufficient to cover the loss of profit and increased

costs of working due to the interruption of the Contractor's operations or activities caused by damage to insured property by a peril required to be insured against under clause 9.1.6a.

Option: For use if transit insurance is required.

9.1.7 **(transit)** The Contractor shall effect and maintain insurance covering any tangible property referred to in clause 9.1.6, against the risks of loss, damage or destruction caused by all commercially insurable risks for an amount not less than their full replacement value plus freight and insurance on an indemnity basis during transits of such property by land, sea or air and during loading or unloading and storage during transit, where such transits are at the risk of the Contractor. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if motor vehicle insurance is required.

9.1.8 **(motor vehicle)** The Contractor shall effect and maintain:

- a. compulsory third party insurance as required by law in respect of all registered plant and motor vehicles used by the Contractor, its employees, officers and agents in connection with the work under the Contract; and
- b. motor vehicle liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence covering:
 - (i) third party property loss or damage arising out of the use by the Contractor, its employees, officers and agents of any registered or unregistered plant or vehicles; and
 - (ii) third party bodily injury, disease, illness or death arising out of the use by the Contractor, its employees, officers and agents of any unregistered plant or vehicles and, any registered vehicles not required to be insured under compulsory third party insurance in a foreign jurisdiction,

in connection with the work under the Contract or on or around any GFF by the Contractor or Contractor Personnel.

Option: For use if aircraft hull insurance is required.

9.1.9 **(aircraft hull)** The Contractor shall effect and maintain aircraft hull insurance for the full replacement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value) of each aircraft to be used in the performance of the work under the Contract against the risks of loss, damage or destruction by all commercially insurable risks (including hull war cover as provided by LSW555D and spares all risks cover) whilst each aircraft is at the risk of the Contractor and which insures the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if aviation liability insurance is required.

- 9.1.10 **(aviation liability)** The Contractor shall effect and maintain aviation and aviation products liability insurance written on an occurrence basis with a limit of indemnity of not less than:
- a. the amount specified in the Details Schedule each and every occurrence for aviation liability claims; and
 - b. the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period for aviation products liability claims, which covers:
 - c. the Contractor, its employees, officers and agents (including for liability to each other); and
 - d. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents, for their respective liabilities for any:
 - e. loss of, damage to, or loss of use of, any tangible property (including GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**) or 9.1.9 (aircraft hull)); and
 - f. bodily injury, disease, illness or death of any person, caused by, arising out of, or in connection with, the manufacture, processing, alteration, supply, distribution, sale, use, operation, repair, maintenance or ownership of any aircraft or aviation products in the performance of the Contract by the Contractor or Contractor Personnel. Such insurance shall:
 - g. cover all aviation activities and services to be provided by the Contractor, its employees, officers and agents under the Contract;
 - h. not exclude claims related to the effects of noise or wind produced as a result of the use, operation or ownership of any aircraft;
 - i. not exclude claims arising from an alleged breach of duty owed in a professional capacity;
 - j. cover war risks as provided by AVN52E;
 - k. cover third party passenger liability;
 - l. cover claims by pilots and operational crew as provided by AVN73; and
 - m. include confirmation that the insurance is compliant with requirements of the *Civil Aviation (Carriers Liability) Act 1959* (Cth) as provided by AVN57A.

Option: For use if hangarkeepers insurance is required.

- 9.1.11 **(hangarkeepers)** The Contractor shall effect and maintain hangarkeepers liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers the liability (including premises liability and airside liability) of:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- caused by, arising out of, or in connection with, the occupation, use or ownership of any hangar, runways or related infrastructure and facilities used in the performance of the work under the Contract by the Contractor or Contractor Personnel.

Option: For use if marine hull insurance is required.

- 9.1.12 **(marine hull)** The Contractor shall effect and maintain marine hull insurance for the full replacement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value) of each vessel to be used in the performance of the work under the Contract against the risks of loss, damage or destruction by all commercially insurable risks (including war risks) whilst each vessel is at the risk of the Contractor and which insures the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if marine liability insurance is required.

- 9.1.13 **(marine liability)** The Contractor shall effect and maintain marine liability (or protection and indemnity) insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- for their respective liabilities for any:
- c. loss of, damage to, or loss of use of, any tangible property (including GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**) or 9.1.12 (marine hull)); and
 - d. bodily injury, disease, illness or death of any person,
- caused by, arising out of, or in connection with, the use, operation or ownership of any vessel by the Contractor or Contractor Personnel in the performance of the Contract, including cover for war risks.

Option: For use if ship repairers liability insurance is required.

- 9.1.14 **(ship repairers liability)** The Contractor shall effect and maintain ship repairers liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- for their respective liabilities for any:
- c. loss of or damage to any tangible property (including GFF, GFE and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors for a sub-limit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 ([INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6])); and
 - d. the bodily injury, disease, illness or death of any person, caused by, arising out of, or in connection with the negligent performance of ship repair or maintenance work under the Contract by the Contractor or Contractor Personnel. Such insurance shall include cover for:
 - e. war risks, strikes and malicious acts;
 - f. wet risks;
 - g. docking and undocking, launching and piloting;
 - h. hot work;
 - i. accidental pollution (including clean-up costs);
 - j. worker to worker liability; and
 - k. warranty and maintenance guarantee obligations.

Option: For use if Cyber insurance is required.

9.1.15 **(cyber)** The Contractor shall effect and maintain cyber insurance which covers the Contractor for:

- a. liability arising from the alleged or actual theft or unauthorised dissemination, or unauthorised use of, or unauthorised access to personal, confidential, security classified or proprietary information;
- b. "network security liability" being a liability arising from unauthorised access to, unauthorised use of, or unauthorised modification of computer systems or applications (other than the Defence Protected Network), including hacker attacks, the inability of an authorised party to access, use or modify the systems or applications including because of "denial of service" attacks, except to the extent caused by a mechanical or electrical failure not in the direct operational control of the insured;
- c. liability arising from Malware included in the Services, or introduced into equipment, networks or existing applications or systems (other than the Defence Protected Network), or data relating thereto, belonging to or used by the Commonwealth, the Contractor, a Subcontractor, a Commonwealth Contractor or a third party;
- d. costs and expenses of government investigations into events of the kind described in clauses 9.1.15a to 9.1.15c;
- e. fines and penalties imposed in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;
- f. mitigation (including web clean-up) costs, crisis management costs and investigation (including forensic) costs in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;
- g. cyber ransom and extortion; and
- h. data recovery costs incurred in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;

Option: For use where business interruption insurance is required.

Note to drafters: Use clause 9.1.15i a non-physical business interruption resulting from a cyber event will materially affect the Contractor's ability to complete the Contract or unacceptably extend the Contract.

- i. non-physical business interruption;

written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule any one occurrence and in the aggregate for all occurrences in any 12 month policy period. Such insurance shall:

- j. cover the liability of the Contractor by reason of any act or omission of the Contractor, its employees, officers, Subcontractors and agents;
- k. cover the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor;
- l. have a retroactive date of no later than 36 months before the commencement of the work under the Contract; and
- m. have worldwide territorial and jurisdictional limits.

Option: For use if contract works insurance is required.

Note to drafters: 'Construction works', 'site' and 'defects correction period' are in square brackets in case there is a more appropriate defined or undefined term.

9.1.16 **(contract works)** The Contractor shall effect and maintain all risks insurance covering the whole of the [construction works] (including any temporary works), plant and equipment and any other property on [site] (including while in storage off [site] and while in transit to or from the [site]) for use in performing or incorporation into the [construction works] against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris and insuring the respective interests of the Contractor, its employees, officers and agents and the Commonwealth in the property insured.

Note to drafters: Alternative clause 9.1.15 is to be used where advanced consequential loss insurance is required. If this alternative clause is used, the clause number and cross-references in this clause 9.1.15 will need to be automated and automatic cross-references elsewhere in clause 9.1 to this clause will need to be reinserted.

9.1.16 **(contract works)** The Contractor shall effect and maintain:

- a. all risks insurance covering the whole of the [construction works] (including any temporary works), plant and equipment and any other property on [site] (including while in storage off [site] and while in transit to or from the [site]) for use in performing or incorporation into the [construction works] against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris and insuring the respective interests of the Contractor, its employees, officers and agents and the Commonwealth in the property insured; and
- b. advanced consequential loss insurance for a period of not less than the period specified in the Details Schedule with a limit sufficient to cover the increased costs of working and other costs and expenses incurred by the Contractor due to a delay in the progression of the [construction works] due to the occurrence of a peril required to be insured against under clause 9.1.15a.

9.1.17 The insurances and registrations referred to in:

Note to drafters: 'Defects correction period' is in square brackets in case there is a more appropriate defined or undefined term.

In clause 9.1.17a below, include the words highlighted in grey only if contract works insurance has been selected.

- a. the following clauses shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed (and all applicable [defects correction periods] in respect of any works have expired):
 - (i) clause 9.1.3 (workers compensation);
 - (ii) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - (iii) clause 9.1.9 (aircraft hull);
 - (iv) clause 9.1.11 (hangarkeepers liability);
 - (v) clause 9.1.12 (marine hull);
 - (vi) clause 9.1.13 (marine liability);
 - (vii) clause 9.1.14 (ship repairers liability); and

(viii) clause 9.1.15 (cyber)

Note to drafters: If the products supplied have a life which exceeds the Contract Term, then:

- include the whole sentence at clause 9.1.17b below, and
- insert a period sufficient to cover the life of the product. If that period is commercially too long, insert a reasonable period, eg. 7 or 10 years.

If the products supplied have a life which does not exceed the Contract Term, then at clause 9.1.17b below, delete the words at the end of the clause highlighted in grey.

- b. clause 9.1.4 (public and products liability) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed and, in respect of products liability for [INSERT PERIOD] years following completion of the work under the Contract;

Note to drafters: If the aviation products supplied have a life which exceeds the Contract Term, then:

- include the whole sentence at clause 9.1.17c below, and
- insert a period sufficient to cover the life of the product. If that period is commercially too long, insert a reasonable period, eg. 7 or 10 years.

If the aviation products supplied have a life which does not exceed the Contract Term, then at clause 9.1.17c below, delete the words at the end of the clause highlighted in grey.

- c. clause 9.1.10 (aviation liability) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed and, in respect of products liability for [INSERT PERIOD] years following completion of the work under the Contract;
- d. clause 9.1.5 (professional indemnity) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until the earlier of:
- (i) [7/10] years following completion of the work under the Contract; or
 - (ii) [7/10] years following an earlier termination of the Contract;
- e. clause 9.1.7 (transit) shall be effected on or before the start of each conveyance and maintained until the end of each conveyance by delivery at the [site];
- f. clauses 9.1.8 (motor vehicle) shall be effected on or before the date the plant or vehicle is used in connection with the work under the Contract or on or around the GFF (whichever is the earlier) and maintained until such plant or vehicle ceases to be so used; and
- g. clause 9.1.16 (contract works) shall be effected on or before the [construction works] commence and maintained until the expiry of any [defects correction period] in relation to the [construction works] to which the insurance relates.

9.1.18 To the extent that the Contractor's insurances and registrations required by clause 9.1 of this Contract are in fact written on a claims made basis (notwithstanding any requirements of this Contract for such insurances to be written on an occurrence basis) then the Contractor shall maintain those insurances and registrations until the earlier of:

- a. [7/10] years following completion of the work under the Contract; or
- b. [7/10] years following an earlier termination of the Contract.

Option: For use if there will be Members Required in Uniform.

Note to drafters: Delete insurances from the following list if it is beyond doubt that the MRU will not perform certain works (eg, will not do anything aviation related where aviation insurance is required).

9.1.19 The Contractor shall ensure that insurances referred to in:

- a. clause 9.1.4 (public and products liability);
- b. clause 9.1.5 (professional indemnity);

- c. clause 9.1.8 (motor vehicle);
- d. clause 9.1.10 (aviation liability);
- e. clause 9.1.11 (hangarkeepers liability);
- f. clause 9.1.13 (marine liability);
- g. clause 9.1.14 (ship repairers liability); and
- h. clause 9.1.15 (cyber),

provide cover to the MRU and the Contractor for their respective liabilities for the acts and omissions of the MRU, while the MRU are made available to the Contractor for the purposes of this Contract.

- 9.1.20 With the exception of statutory insurances, the insurances referred to in this clause 9.1 shall:
- a. be effected with an insurer with a financial security rating of 'A-' or better by Standard & Poor's (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably; and
 - b. provide that the insurer agrees:
 - (i) to provide at least 30 days written notice of cancellation to the policyholder;
 - (ii) that the policy operates (with the exception of limits of indemnity) as if there was a separate policy of insurance covering each party comprising the insured;
 - (iii) that a failure by any insured to observe and fulfil the terms of the policy or to comply with the pre-contractual duty of disclosure does not prejudice the insurance of any other insured;
 - (iv) that the state of mind and knowledge of one insured will not be imputed to any other insured for the purposes of determining the availability of cover under the policy;
 - (v) to waive all rights of salvage in respect of property of the Commonwealth which the Commonwealth notifies to the Contractor at or before the time of loss is of a sensitive nature from a national security perspective. Where the Commonwealth obtains proceeds from the salvage sale from any such property of the Commonwealth insured under the Contractor's insurance, the insurer may deduct the actual payment of such salvage sale proceeds obtained by the Commonwealth from the amount of claim payment. Where the Commonwealth does not sell but instead reuses such property, the insurer may deduct a reasonable amount from the amount of the claim payment to reflect the value the Commonwealth has obtained from the reuse of the property. However this clause 9.1.20b(v) only applies to the insurances referred to in the following clauses:
 - 1) clause 9.1.4 (public and products liability);
 - 2) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - 3) clause 9.1.7 (transit);
 - 4) clause 9.1.9 (aircraft hull);
 - 5) clause 9.1.11 (hangarkeepers liability);
 - 6) clause 9.1.12 (marine hull); and
 - 7) clause 9.1.14 (ship repairers liability);
 - (vi) that a notice of a claim by any insured will be accepted as notice by all insureds; and
 - (vii) that in respect of liability insurances required by this clause 9.1 (except statutory insurances), the policies will cover the Contractor for liabilities assumed by it under the provisions of clause 10.12.

- 9.1.21 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative of the currency and terms of the insurances referred to in this clause 9.1, including:
- a. certificates of currency issued by the insurer or by the Contractor's insurance broker which contains sufficient detail to enable the Commonwealth to ascertain whether the insurances are in compliance with this clause 9.1;
 - b. copies of all policies (except for statutory insurances and provided that, in relation to commercially sensitive policies only, for the purpose of complying with this clause 9.1.21b, such policies may be made available for inspection by the Commonwealth or the Commonwealth's advisers, at a place and time reasonably convenient to the Commonwealth or the Commonwealth's advisers); and
 - c. other evidence of the insurances which the Commonwealth reasonably requires.
- 9.1.22 If the Contractor fails to comply with clause 9.1.21, the Commonwealth may, but is not obliged to, effect and maintain the relevant insurances and may:
- a. elect to recover from the Contractor under clause 13.7 the cost of effecting and maintaining the insurance; or
 - b. deduct the premiums payable for the relevant insurances from amounts payable to the Contractor under the Contract.
- No amount shall be owing to the Commonwealth under this clause 9.1.22 until the Commonwealth elects to recover the amount.
- 9.1.23 In the event the Commonwealth elects to exercise its rights under clause 9.1.22, the Contractor shall provide the Commonwealth with all reasonable assistance to allow the Commonwealth to exercise those rights, including by executing documents and providing insurance proposal information to the Commonwealth's insurance broker and proposed insurers.
- 9.1.24 In respect of each insurance referred to in this clause 9.1, the Contractor shall:
- a. pay (or cause to be paid) all premiums and deductibles as and when they are due;
 - b. not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
 - c. if necessary, rectify anything which might prejudice any insurance;
 - d. reinstate an insurance policy if it lapses;
 - e. not cancel, materially adversely vary or allow an insurance policy to lapse without the prior written consent of the Commonwealth;
 - f. promptly notify the Commonwealth of any event (including the issue of a notice of intention to cancel by the insurer to the policyholder) which may result in an insurance policy lapsing or being cancelled;
 - g. promptly inform the Commonwealth if it becomes aware of any actual, threatened or likely claims (with the exception of claims or potential claims by the Commonwealth against the Contractor) which could materially reduce the available limits of indemnity or which may involve the Commonwealth, and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the work under the Contract, if requested to do so in writing by the Commonwealth;
 - h. give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payment of any claims under the insurance; and
 - i. do everything reasonably required by the Commonwealth in order to allow the Commonwealth or any other person for whose benefit the policy is effected to claim and to collect or recover monies due under any insurance policy.
- 9.1.25 The Contractor shall not do anything which has been notified to the Contractor by the Commonwealth that may invalidate or prejudice any insurance policy held by the Commonwealth or any indemnity to which the Commonwealth may be entitled.

Note to drafters: The following clauses 9.1.26, 9.1.27 and 9.1.28 are only appropriate to include where the term of the Contract exceeds 3 years.

- 9.1.26 The Commonwealth may increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 9.1 at each renewal date of the relevant insurance by providing three months prior written notice to the Contractor. The Commonwealth shall only increase the limits of indemnity required for the insurances referred to in, or require additional insurances under, this clause 9.1 where it has obtained an opinion from a reputable insurance broker or otherwise appropriately qualified consultant that an increase is required in order to conform with current prudent insurance practice for a company with a risk profile comparable to the Contractor. The Contractor shall, within 30 days after receipt of a notice from the Commonwealth to increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 9.1, submit a CCP to effect a change to the Contract.
- 9.1.27 If the Contractor becomes aware that a risk to be covered by an insurance policy referred to in this clause 9.1 has or is to become Uninsurable then:
- a. the Contractor shall promptly notify the Commonwealth together with all details available to the Contractor as to the reason why the risk is Uninsurable, steps taken by the Contractor to obtain insurance for the risk, the date on which the risk became or will become Uninsurable, and details as to what the Contractor suggests is appropriate to mitigate, manage or control the risk while it remains Uninsurable;
 - b. the parties shall meet as soon as reasonably practicable, but (unless otherwise agreed in writing between the parties) no later than five Working Days after the notification in clause 9.1.27a to discuss all practical means by which the risk shall be managed (including, if the risk is material, the option of the Commonwealth providing an indemnity to the Contractor covering substantially the risks which have become Uninsurable or varying the Contract);
 - c. if the parties cannot agree as to how an Uninsurable risk is to be managed then, if the Uninsurable risk is material, either party (provided that the party is adversely affected by the Uninsurable risk), acting reasonably and in good faith, may terminate the Contract by notice with the exception that the Contractor shall not terminate the Contract if the Commonwealth offers an indemnity in substitution for insurance for the Uninsurable risk and that indemnity is no less broad than the insurance held by the Contractor for that risk immediately before the risk became Uninsurable. For the avoidance of doubt, termination pursuant to this clause is not to be treated under any circumstances as the exercise of a termination right under any other provision of this Contract, even if such a right may otherwise exist;
 - d. the Contractor shall, in respect of any risk that has become Uninsurable:
 - (i) monitor the insurance industry on a regular basis (and not less than twice a year) and attempt to obtain insurance for the risk which is Uninsurable;
 - (ii) provide the Commonwealth with details of attempts made by the Contractor to obtain insurance for the Uninsurable risk; and
 - (iii) as soon as it is able to do so, obtain insurance for the Uninsurable risk;
 - e. the Contractor acknowledges that the Commonwealth may undertake its own enquiries as to the availability of insurance for Uninsurable risks and as to the terms and conditions, including price, on which it is available. If the Commonwealth's own enquiries show that the insurance for Uninsurable risks is available on terms and conditions that are commercially reasonable in all of the circumstances, the Contractor shall obtain that insurance without unreasonable delay; and
 - f. the Contractor is relieved of its obligations under clause 9.1 to effect insurance for any risk that is Uninsurable for the period that the risk remains Uninsurable.
- 9.1.28 For the purposes of clause 9.1.27, 'Uninsurable' means, in relation to a risk, either that:
- a. insurance required pursuant to this clause 9.1 is not available in the international insurance markets with insurers with a financial security rating of 'A-' or better by Standard & Poors (or the equivalent rating with another reputable rating agency); or

- b. the insurance premium for insuring that risk is at such a level or the terms and conditions are such that the risk is not generally being insured against in the international insurance market with reputable insurers by prudent corporates with a risk profile comparable to the Contractor.

Note to drafters: When using this clause for non-CASG procurements (unless otherwise approved by the ACIP Management Team) or for CASG procurements in which no tenderer with ACIP status will participate, delete clause 9.1.29 and its associated Note to tenderers.

Note to tenderers: Clause 9.1.29 will only be included if the Contractor has an ACIP and may require amendment to only apply to those insurances to be covered by the ACIP.

9.1.29 The Contractor shall be:

- a. deemed compliant with the requirements of the following clauses:
- (i) clause 9.1.1;
 - (ii) clause 9.1.3 (workers compensation);
 - (iii) clause 9.1.4 (public and products liability);
 - (iv) clause 9.1.5 (professional indemnity);
 - (v) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - (vi) clause 9.1.7 (transit);
 - (vii) clause 9.1.8 (motor vehicle);
 - (viii) clause 9.1.9 (aircraft hull);
 - (ix) clause 9.1.10 (aviation liability);
 - (x) clause 9.1.11 (hangarkeepers liability);
 - (xi) clause 9.1.12 (marine hull);
 - (xii) clause 9.1.13 (marine liability);
 - (xiii) clause 9.1.14 (ship repairers liability);
 - (xiv) clause 9.1.15 (cyber);
 - (xv) clause 9.1.16 (contract works); and
 - (xvi) clauses 9.1.17, 9.1.18, 9.1.19 and 9.1.20; and
- b. relieved of its obligations under clauses 9.1.21 and 9.1.24,

in respect of a particular insurance listed in clause 9.1.29a for any period during which the Contractor's insurance program holds Approved Contractor Insurance Program (ACIP) status under CASG's centralised process for monitoring the compliance of contractors with contractual insurance requirements, subject to any limitations on or conditions of that approval (including whether the Contractor's ACIP status extends to that type of insurance). The Contractor shall advise the Commonwealth Representative within five Working Days if its ACIP status is withdrawn or suspended by the Commonwealth.

10 INDEMNITIES, DAMAGES, RISK AND LIABILITY

10.1 Contractor's Employees and Officers (Core)

- 10.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with the death, personal injury, disease or illness of any employee or officer of the Contractor in relation to the Contract.
- 10.1.2 The liability of the Contractor under clause 10.1.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

- 10.1.3 The Contractor shall release the Commonwealth and Commonwealth Officers in respect of any liability for Loss referred to in clause 10.1.1, except to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

10.2 Intellectual Property and Confidentiality (Core)

- 10.2.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party in respect of the following:
- a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or as a consequence of:
 - (i) an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in clause 5); and
 - (ii) a failure by the Contractor to grant (or ensure the grant of) a licence or assign (or ensure the assignment of) IP rights under or referred to in the Contract (including in clause 5); and
 - b. breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Contractor or Contractor Personnel.
- 10.2.2 The liability of the Contractor under clause 10.2.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

- 10.2.3 In this clause 10.2:

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

10.3 Other Third Party Claims (Core)

- 10.3.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party arising out of or as a consequence of a Contractor Default, including a Claim in respect of:
- a. the death, personal injury, disease or illness of any person; or
 - b. loss of or damage to any third party property.
- 10.3.2 The liability of the Contractor under clause 10.3.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of:
- a. a Commonwealth Default;
 - b. an Excepted Risk; or
 - c. a breach of a general law duty or an applicable law by an Unrelated Party.

10.4 Proceedings Relating to Indemnities (Core)

- 10.4.1 If:
- a. a Claim is brought or threatened against the Commonwealth; and
 - b. the Claim is one that is or may be the subject of an indemnity given by the Contractor under the Contract,
- the Commonwealth shall give the Contractor notice of the Claim, which shall include particulars of the Claim so far as known to the Commonwealth Representative.
- 10.4.2 The Commonwealth shall, for any proceedings relating to a Claim of the type referred to in clause 10.4.1:
- a. keep the Contractor informed of all developments in relation to the proceedings;
 - b. conduct the proceedings in accordance with any reasonable directions of the Contractor, subject to the *Legal Services Directions 2017* and other relevant Commonwealth policies; and

- c. not agree to a settlement in relation to the Claim without the prior consent of the Contractor, unless a failure to agree the settlement would be contrary to the *Legal Services Directions 2017* and other relevant Commonwealth policies.
- 10.4.3 The Commonwealth may, following a request from the Contractor, agree to apply for leave to withdraw from proceedings relating to a Claim. If the Commonwealth is granted leave to withdraw from the proceedings:
- a. the Commonwealth shall withdraw from the proceedings;
 - b. the Contractor shall comply with any conditions imposed by the court in relation to the grant of such leave; and
 - c. the Contractor shall, in its own name and at its own expense, conduct the proceedings.

10.5 Other Provisions Relating to Indemnities (Core)

- 10.5.1 The Commonwealth holds the benefit of each indemnity given in favour of a Commonwealth Officer (each a 'protected person') under clauses 10.1, 10.2 or 10.3 on trust for the protected person.
- 10.5.2 The Commonwealth may recover from the Contractor an amount under an indemnity given by the Contractor under the Contract before the Commonwealth makes a payment in respect of such amount.

10.6 Liquidated Damages and Other Compensation (Core)

Note to drafters: Care should be taken if this clause is to be used in conjunction with the performance payment regime.

- 10.6.1 The parties acknowledge that, if the Contractor does not achieve a Key Requirement in accordance with Attachment D:
- a. the Commonwealth will suffer loss and damage; and
 - b. such loss and damage will, having regard to the governmental and non-commercial nature of the Services and their significance to the defence of Australia, be impossible, complex or expensive to quantify accurately in financial terms,
 - c. and therefore, the parties agree that the applicable LD Amount is:
 - (i) a genuine pre-estimate of the Loss that would be suffered by the Commonwealth resulting from a Contractor delay in achievement of the Key Requirement; and
 - (ii) an appropriate protection of the Commonwealth's legitimate interests in relation to the performance of the Contract.
- 10.6.2 If a Key Requirement is not achieved in accordance with Attachment D, the Commonwealth shall be entitled to recover from the Contractor, as liquidated damages and not as a penalty, the LD Amount for the Key Requirement.
- 10.6.3 No amount shall be owing to the Commonwealth under this clause 10.6 until the Commonwealth elects, in accordance with this clause 10.6, to recover the amount.
- 10.6.4 The Commonwealth may elect:
- a. to recover an LD Amount in one amount;
 - b. to recover an LD Amount in two or more amounts;
 - c. to accept compensation (instead of the LD Amount) as agreed in writing between the parties; or
 - d. to accept compensation as agreed between the parties and to recover part of the LD Amount as agreed in writing between the parties in one or more amounts.
- 10.6.5 If the Commonwealth makes an election under clause 10.6.4b or 10.6.4d in respect of a failure to achieve a Key Requirement, the Commonwealth may make one or more further elections in relation to the failure (up to any applicable cap on the LD Amount).

- 10.6.6 An election by the Commonwealth under this clause 10.6 in respect of a failure to achieve a Key Requirement shall, unless otherwise agreed in writing between the parties, be made and notified to the Contractor no later than:
- a. if an applicable cap on the LD Amount is reached before the Key Requirement is achieved, the end of four months after the Commonwealth receives notice from the Contractor that the cap has been reached; or
 - b. if the Key Requirement is achieved before the Commonwealth receives a notice under clause 10.6.6a, the end of four months after the Key Requirement is achieved.
- 10.6.7 If the Commonwealth does not elect before the end of the period determined in accordance with clause 10.6.6 in respect of all or some of the LD Amount for a Key Requirement listed in Attachment D, the Commonwealth will be taken to have elected and notified the Contractor at that time to recover the whole or the balance of the LD Amount (as relevant).
- 10.6.8 Unless the Commonwealth expressly agrees otherwise, a change to a Key Requirement effected by a CCP does not affect the Commonwealth's entitlement to liquidated damages already accrued in respect of that Key Requirement up to the date when the CCP takes effect to change the Key Requirement.
- 10.6.9 If the Commonwealth elects to accept compensation instead of liquidated damages (whether in the form of further supplies or services or otherwise), the Contractor shall prepare a CCP to effect a change to the Contract and any other contract between the Commonwealth and the Contractor that may be affected.
- 10.6.10 The Commonwealth's rights under this clause 10.6 in respect of a delay in the achievement of a Key Requirement are the Commonwealth's only entitlement to recover compensation or damages in respect of Loss of the Commonwealth resulting from that delay. To avoid doubt, no Commonwealth rights other than to compensation or damages in respect of that delay (for example, termination rights or rights in respect of a misrepresentation) are affected.

10.7 Loss of or Damage to the Deliverables and Products Being Supported (Core)

- 10.7.1 Risk in relation to any loss of, or damage to, Deliverables and Products Being Supported which are not yet owned by the Commonwealth resides with the Contractor:
- a. until the Deliverables and Products Being Supported are delivered or returned to the Commonwealth in accordance with the Contract; and
 - b. at any time after delivery or return (but prior to Acceptance of the Deliverables and Products Being Supported) where the Contractor retakes possession of the Deliverables and Products Being Supported in accordance with the Contract.
- 10.7.2 The Contractor shall replace or reinstate any Deliverables and Products Being Supported that are lost and repair any Deliverables and Products Being Supported that are damaged while the risk resides with the Contractor under clause 10.7.1, except to the extent that the loss or damage to the Deliverables or Products Being Supported arose out of or as a consequence of a Commonwealth Default.
- 10.7.3 The Commonwealth shall take reasonable care to prevent loss of or damage to Deliverables and Products Being Supported that have been delivered or returned to it in accordance with the Contract but which have not yet been Accepted.
- 10.7.4 Nothing in this clause 10.7 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.1.3c or 10.8.

10.8 Loss of or Damage to Commonwealth Property (Core)

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

Option: Insert clause 10.8.1b if GFF is included in the draft Contract.

- b. the use or occupation of any GFF.

- 10.8.2 The Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to:
- a. any Commonwealth Property (other than GFF) while it is:
 - (i) on any Contractor Premises; or
 - (ii) being stored or transported by or on behalf of the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor;

Option: Insert clause 10.8.2b if GFF is included in the draft Contract and include 'or' at the end of 10.8.2a(ii) above.

- b. any GFF (other than fair wear and tear) in respect of which the Contractor or the Subcontractor is responsible for controlling physical access,

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

- 10.8.3 The liability of the Contractor under clause 10.8.2 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:
- a. a Commonwealth Default; or
 - b. an Excepted Risk,
- except to the extent that the loss or damage could have been prevented or mitigated by reasonable care on the part of the Contractor or Contractor Personnel.
- 10.8.4 Without limiting clause 10.8.2, the Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to, Commonwealth Property arising out of or as a consequence of a Contractor Default.
- 10.8.5 The liability of the Contractor under clause 10.8.4 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:
- a. a Commonwealth Default;
 - b. an Excepted Risk, except to the extent that the loss or damage could have been prevented or mitigated by reasonable care on the part of the Contractor or Contractor Personnel; or
 - c. a breach of a general law duty or an applicable law by an Unrelated Party.
- 10.8.6 Nothing in this clause 10.8 limits or affects the Contractor's obligations under clauses 3.2, 3.3, 8.1.3c or 10.7.

10.9 Exclusions of Certain Losses (Core)

- 10.9.1 Subject to clause 10.10.4, the Contractor is not liable to:
- a. pay compensation or damages under or in relation to this Contract; and
 - b. make a payment under an indemnity in this Contract,
- for Loss incurred by the Commonwealth resulting from:
- c. damage to reputation or exemplary or punitive damages incurred by the Commonwealth; or
 - d. diminished revenue, profits or business opportunity suffered by the Commonwealth.
- 10.9.2 The Commonwealth is not liable to pay compensation or damages under or in relation to this Contract for Loss resulting from damage to reputation or for exemplary or punitive damages incurred by the Contractor.

Option: Insert clause 10.9.3 if a GFF Licence is included in the draft Contract.

10.9.3 The Commonwealth has no liability to the Contractor for any Loss resulting from loss of revenue or profits or loss of business opportunity suffered or incurred by the Contractor in connection with any occupation or use of the GFF by the Contractor for a purpose that is not related to the performance of the Contract.

10.10 Liability Caps (Core)

Note to drafters: A liability risk assessment is to be undertaken by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed via the link included in the following note to tenderers. The liability risk assessment provides the basis for determining the liability caps in this clause 10.10 and the insurance requirements in clause 9.

Note to tenderers: The liability caps were determined by the Commonwealth based on a liability risk assessment conducted in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/liability-risk-management>.

10.10.1 The liability of the Contractor to the Commonwealth in connection with the Contract (including at general law, in negligence or in equity) in respect of the following is limited (in each case) in aggregate to the relevant Limitation Amount specified in the Details Schedule:

- loss of or damage to Defence Property (other than Products Being Supported or Deliverables);
- liquidated damages (including the value of any agreed compensation provided by the Contractor instead of an LD Amount that would otherwise be payable);
- loss of or damage to Deliverables or Products Being Supported (including loss of use of Deliverables or Products Being Supported), and Losses other than those referred to in clauses 10.10.1a and 10.10.1a.

10.10.2 Each of the liability caps referred to in clause 10.10.1 is mutually exclusive and is to be applied separately.

Option: For use if an overall liability cap, as well as the individual caps in clause 10.10.1, are used.

10.10.3 In addition to clause 10.10.1, the maximum amount that the Contractor is liable to pay as compensation or damages under the Contract (including at general law, in negligence or in equity) in respect of Loss suffered by the Commonwealth of any kind, is limited in aggregate to the Overall Limitation Amount specified in the Details Schedule.

10.10.4 The liability caps in this clause 10.10 and exclusions of liability under clause 10.9 do not apply to a liability of the Contractor under or arising out of the Contract in relation to:

- (third party claims)** a Claim by a third party in respect of:
 - the death, personal injury, disease or illness of any person; or
 - loss of or damage to property of a third party;
- (IP)** an infringement of an intellectual property right (including a Moral Right) of any person;
- (confidentiality)** a breach of an obligation of confidence;
- (death of or personal injury to Commonwealth Officers)** the death, personal injury, disease or illness of a Commonwealth Officer;
- (non-Defence Commonwealth Property)** the loss of, or damage to, Commonwealth Property (other than Defence Property);

- f. **(Defence security)** a breach of the Contractor's obligations in relation to Defence security;
- g. **(privacy)** a breach of a written law with respect to privacy;
- h. **(criminal offences)** an act or omission of the Contractor or Contractor Personnel, where the person concerned has been convicted or found guilty of an offence comprised in the act or omission;
- i. **(Wilful Default)** a Wilful Default of the Contractor or Contractor Personnel;
- j. **(repudiation)** a repudiation of the Contract by the Contractor where the Contractor has intentionally abandoned the Contract; or
- k. **(restitution)** restitution of amounts paid under a mistake of fact or law in relation to the Contract.

10.10.5 Each paragraph of clause 10.10.4 is independent of, and its application is not affected by, any of the other paragraphs.

Note to drafters: Choose either 'clause 10.10.1' or 'clauses 10.10.1 and 10.10.3' depending on whether or not the optional clause 10.10.3 is selected.

10.10.6 The amount of a liability cap in [INSERT EITHER 'clause 10.10.1' OR 'clauses 10.10.1 and 10.10.3'] shall be adjusted in accordance with the formula:

$$\text{new amount} = \left(\frac{\text{most recent CPI}}{\text{Base Date CPI}} \right) \times \text{existing amount}$$

where:

'Base Date CPI' means the CPI most recently published before the Base Date;

'CPI' means the Consumer Price Index, All Groups, Weighted Average of Eight Capital Cities published by the ABS in Catalogue number 6401.0, Table 7, Series ID A2325846C or, if that Index is no longer published by the ABS, the index published by the ABS that most closely corresponds to that Index; and

'most recent CPI' means the CPI most recently published before the question whether a liability cap has been reached is determined.

10.11 Renegotiation of Liquidated Damage and Liability Cap Amounts (Core)

10.11.1 If:

- a. a party proposes a change to the Contract by a CCP; and
- b. that change, together with other changes to the Contract since this clause 10.11 was last applied, increases or decreases the Contractor's payment entitlements (other than for S&Q Services) by more than the Renegotiation Threshold specified in the Details Schedule,

the parties shall negotiate in good faith, taking into account any increased risk relating to the Contract, to make amendments to the liability caps; and to the LD Amounts.

Note to drafters: If clause 10.6 is not included, drafters are to remove the words 'Liquidated Damage and' from the clause heading and remove 'and to the LD Amounts' from the end of this clause.

10.12 Proportionate Liability Laws (Core)

10.12.1 The parties agree that, to the extent permitted by law, the provisions of the Contract:

- a. are express provisions for their rights, obligations and liabilities with respect to matters to which a Proportionate Liability Law applies; and
- b. exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with the Proportionate Liability Law.

11 CONTRACT MANAGEMENT**11.1 Change to the Contract (Core)**

- 11.1.1 Except as expressly permitted in the Contract, the Contract shall only be changed by CCP in accordance with this clause 11.1. The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change has been Approved under clause 11.1.5 and taken effect in accordance with clause 11.1.5.
- 11.1.2 Either party may propose a change to the Contract. CCPs shall be in the format set out at Annex C to Attachment I.
- 11.1.3 If the Commonwealth Representative proposes a change to the Contract it shall:
- a. notify the Contractor and the Contractor shall submit a CCP to the Commonwealth Representative within a period of 30 days after receipt of such notice or such other period as agreed in writing; or
 - b. provide a CCP to the Contractor and the Contractor shall, within 30 days after receipt, notify the Commonwealth Representative of any changes it requires to the CCP.
- 11.1.4 The Contractor shall calculate the effect of a CCP on the Contractor's payment entitlements:
- a. by reference to Attachment B (including any rates it contains or any other basis agreed by the parties in writing); and
 - b. taking into account the Contractor's obligations under clause 3.18.
- 11.1.5 Prior to the Contractor preparing a CCP, the Commonwealth may require the Contractor to provide a NTE quote for the preparation of a CCP. If the Commonwealth requests an NTE quote under this clause, the amount payable under clause 11.1.8 shall not exceed the NTE quote provided.
- 11.1.6 Unless otherwise agreed in writing, the Commonwealth Representative shall:
- a. within such period as specified in clause 2.4 of the SOW; or
 - b. if no such period is specified, within 30 days after receipt,
- either Approve the CCP or reject the CCP giving reasons for such rejection. A CCP that has been Approved takes effect when executed by both parties unless otherwise set out in the CCP.

Note to drafters: The list included in clause 11.1.7 needs to be validated against the COC and the SOW to ensure that it is both accurate and complete.

- 11.1.7 The cost of preparing the following CCPs shall be borne by the Contractor, including where the CCP is required by the Commonwealth for:
- a. a CCP under clauses 1.9, 1.11, 3.6.4, 6.4.7, 6.4.11c, 6.6.10, 7.4.3, 10.6.9, 11.9.6, 13.6.1 or 14.4;
 - b. a CCP under clauses 2.2.2, 2.4.6.1, 3.12.2, 3.14.4, 9.2.2.4 or 13.3.8 of the SOW;
 - c. any CCP under SOW Annex A or SOW Annex C;
 - d. a CCP under clause 6.2.2 of DSD-SUP-SERV; and
 - e. any other CCP which is proposed or required to address any non-performance of the Contractor under the Contract.
- 11.1.8 Subject to clauses 11.1.5 and 11.1.7, for a CCP required by the Commonwealth the Commonwealth shall meet the reasonable cost of preparation of the CCP whether or not the CCP is agreed by the Contractor.
- 11.1.9 The Commonwealth Representative may issue an amendment to the Contract to incorporate CCPs that have taken effect. The amendment does not affect the legal status of the CCP as determined under clause 11.1.5.

11.2 Conflicts of Interest and Other Disclosures by the Contractor (Core)

- 11.2.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiries, as at the Effective Date specified in the Details Schedule no conflict of interest exists or is likely to

arise in connection with the performance of its obligations under the Contract by the Contractor, an Approved Subcontractor or the employees and officers of either of them.

- 11.2.2 The Contractor shall promptly notify and fully disclose to the Commonwealth, any event or occurrence actual or threatened during the Term which may materially adversely affect the Contractor's ability to perform any of its obligations under the Contract.
- 11.2.3 Without limiting clause 11.2.2, the Contractor shall promptly notify the Commonwealth if a conflict of interest referred to in clause 11.2.1 arises or appears likely to arise.
- 11.2.4 Within five Working Days after giving notice under clauses 11.2.2 or 11.2.3, the Contractor shall notify the Commonwealth of the steps the Contractor will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth.
- 11.2.5 If the Contractor fails to notify the Commonwealth in accordance with clauses 11.2.2, 11.2.3 or 11.2.3 or fails to resolve the issue in the required manner, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e.
- 11.2.6 The Contractor shall include rights of the Commonwealth equivalent to those contained in this clause 11.2 in all Approved Subcontracts.

11.3 Waiver (Core)

- 11.3.1 Failure by either party to enforce a condition of the Contract shall not be construed as in any way affecting the enforceability of that condition or the Contract as a whole.
- 11.3.2 The exercise of the Commonwealth's rights under the Contract does not affect any other rights of the Commonwealth under the Contract or otherwise, and does not constitute:
- a. an election to exercise those rights instead of other rights; or
 - b. a representation that the Commonwealth will not exercise other rights.

11.4 Confidential Information (Core)

Note to tenderers: Completion of Attachment N will be undertaken with the preferred tenderer(s) prior to / during negotiations for any resultant Contract. The preferred tenderer(s) will need to justify how each clause and other information that is contained or generated under any resultant Contract, which is proposed to be treated as Confidential Information, meets all four of the criteria listed in Attachment N.

- 11.4.1 Each party shall ensure that Confidential Information provided by the other party under or in connection with the Contract or identified in Attachment N is not disclosed, except to the extent that:
- a. the disclosure is permitted under clause 11.4.3;
 - b. the Confidential Information is in TD or Software and the disclosure is in connection with the exercise of the rights provided for in clause 5;
 - c. the Confidential Information is in Contract Material and the disclosure is to a Commonwealth Service Provider in connection with the exercise of the rights provided for in clause 5.7.1a; or
 - d. the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 11.4.2 Each party shall ensure that, before disclosing Confidential Information under clause 11.4.1b or 11.4.1c, the recipient:
- a. executes a confidentiality deed poll substantially in the form of Annex B of Attachment I; or
 - b. is otherwise subject to an obligation not to disclose the Confidential Information to any other person on terms substantially equivalent to those in Annex B of Attachment I.
- 11.4.3 Clause 11.4.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is for any of the following purposes:
- a. as required or authorised by law;

- b. as necessary for the conduct of any legal proceedings arising in connection with the Contract;
 - c. is made by the Commonwealth, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister; or
 - d. is to any of the following persons:
 - (i) a legal adviser, insurer, financier, auditor or accountant of a party, to the extent required to enable them to perform those roles;
 - (ii) a Related Body Corporate for internal management purposes;
 - (iii) any Commonwealth Personnel who needs to know the information in order to undertake their duties or functions; and
 - (iv) an employee, officer or agent of the Contractor who needs to know the information to enable the Contractor to perform its obligations under the Contract.
- 11.4.4 The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term 'Confidential Information' or equivalent terms.
- 11.4.5 Subject to clause 11.4.6, the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- a. the date specified in a notice given by the Commonwealth (acting reasonably); and
 - b. the time the documents and other material are no longer required for the purposes of the Contract.
- 11.4.6 The Contractor may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information of the Commonwealth, where such documents are:
- a. retained in order to comply with any legal, professional or insurance obligations; or
 - b. stored in electronic backups or records that are produced in the normal course where it is not reasonably practicable to destroy such backups or records.
- 11.4.7 If the Commonwealth gives a notice under clause 11.4.5a, and the Contractor has placed or is aware that documents containing the Confidential Information of the Commonwealth are beyond its possession or control, the Contractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 11.4.8 Subject to clause 11.4.6 the Contractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control, which contain or relate to any Confidential Information of the Commonwealth.
- 11.4.9 Return or destruction of the documents referred to in this clause 11.3.2b does not release the Contractor from its obligations under the Contract.

11.5 Assignment and Novation (Core)

- 11.5.1 Neither party may, without the written consent of the other, assign its rights under the Contract or novate its rights or obligations under the Contract.
- 11.5.2 If the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.
- 11.5.3 The Commonwealth may refuse to consent to an arrangement proposed by the Contractor under clause 11.5.2.

11.6 Negation of Employment and Agency (Core)

- 11.6.1 The Contractor shall not represent itself, and shall ensure that Contractor Personnel do not represent themselves, as being employees, partners or agents of the Commonwealth.

11.6.2 None of the Contractor or Contractor Personnel shall, by virtue of the Contract, be, or for any purpose be taken to be, an employee, partner or agent of the Commonwealth.

11.7 Commonwealth Access (Core)

11.7.1 During the performance of the Contract, the Contractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Contractor, provide the Commonwealth Representative, and any person authorised by the Commonwealth Representative, with access to its premises, records and accounts for any purpose related to the Contract. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.

11.7.2 The Contractor shall ensure that Approved Subcontracts require Approved Subcontractors to give the Commonwealth Representative and any person authorised by the Commonwealth Representative, access to Approved Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall ensure that the Approved Subcontractor provides, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Contractor shall ensure that the Commonwealth may copy any records or accounts for such purposes.

11.7.3 Without limiting clauses 11.7.1, 11.7.2 and 11.7.4, the Contractor acknowledges and agrees that:

- a. the Auditor-General has the power under the *Auditor-General Act 1997* (Cth) to conduct audits (including performance audits) of the Contractor and Subcontractors in relation to the Contract;
- b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Contract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and
- c. the Commonwealth Representative may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clauses 11.7.1 and 11.7.2.

11.7.4 Without limiting the generality of clauses 11.7.1 and 11.7.2, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:

- a. inspecting CMCA, attending, conducting or checking stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, and removing CMCA that is no longer required for the performance of the Contract;
- b. performing Audit and Surveillance activities in relation to Quality in accordance with clause 11 of the SOW;
- c. auditing the Contractor's compliance with the AIC Obligations and each AIC Subcontractor's compliance with the respective AIC Subcontractor Obligations, including validating progress in meeting the Approved AIC Plan or Subcontractor AIC Plans (as applicable);
- d. investigating the reasonableness of proposed prices or costs in any CCP submitted in accordance with clause 11.1, and of prices quoted or claimed for Ad Hoc Services in accordance with clauses 3.12.8 to 0;
- e. investigating any costs claims made by the Contractor under the Contract, including any claims for:
 - (i) Postponement costs submitted under clause 6.5;
 - (ii) schedule recovery costs submitted under clause 6.7;
 - (iii) Defect rectification costs submitted under clause 8.2.2;

- f. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth TD or Commonwealth Software;
- g. validating the Contractor's compliance with clause 5 and the TDSR Schedule;
- h. auditing raw data, Software and Source Code for the purpose of validating the Contractor's performance under the Contract;

Note to drafters: Insert paragraph if clause 13.5 has been included in the SOW.

- i. for the purposes contemplated by clause 13.5 of the SOW;
- j. without being under any obligation to do so, monitoring the Contractor's compliance with any applicable laws or Approved plans in connection with the protection of WHS or the Environment, including the development and implementation of any systems, policies or procedures related to WHS and environmental compliance as required under the Contract;
- k. assessing the performance of the Contractor, including against the KPIs and OPMs and including accessing and inspecting relevant information technology systems to analyse and interrogate data supporting the Contractor's assessment of its performance against the KPIs and OPMs;
- l. assessing how and if the Contractor has achieved the Innovations / Efficiencies referred to in clause 3.18.1b;

Note to drafters: Insert paragraph m if Periodic Cost Reviews have been included at clause 1.11.

- m. conducting a Periodic Cost Review in accordance with clause 1.11;
- n. validating the Contractor's progress against the requirements of any Approved Remediation Plan;
- o. assessing the financial viability of the Contractor to perform and complete the Contract;
- p. monitoring and assessing compliance with the Commonwealth Supplier Code of Conduct in accordance with clause 12.11.1.

Note to drafters: When significant software management activities may be performed by Approved Subcontractors, the procurement team should consider including a tripartite deed (ideally in the RFT or otherwise in the draft Contract for negotiation) to capture the obligations in clauses 11.7.4h and 11.7.2 (as an annex to Attachment I to the Contract) within the context of a direct relationship between the Contractor, Approved Subcontractor and the Commonwealth. An additional clause would need to be included in clause 11.7 requiring the Contractor to obtain and provide to the Commonwealth an executed deed substantially in accordance with the relevant annex to Attachment I from all Approved Subcontractors performing software management activities.

11.7.5 The Contractor shall permit the Commonwealth to, and shall facilitate the Commonwealth being able to, exercise its rights in this clause 11.7 to access Related Bodies' Corporate records (including subsidiary and parent company records) relating to transfer pricing, cross-subsidisation with Related Bodies Corporate and the allocation of overheads between the Contractor and the Related Bodies Corporate in connection with any investigation, audit or review referred to in clause 11.7.4.

11.7.6 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative to comply with, any reasonable Contractor or Approved Subcontractor safety and security requirements or codes of behaviour for the premises.

11.8 Contractor Access (Core)

11.8.1 The Commonwealth shall, during the Term, provide access to any Commonwealth Premises for persons Approved under this clause 11.8 as necessary for the Contractor's performance of the Contract.

11.8.2 Subject to clause 3.7 and unless otherwise agreed in writing, the Contractor shall seek written permission from the Commonwealth Representative, at least five Working Days prior to entry being required, for each person the Contractor wishes to have access to Commonwealth Premises.

- 11.8.3 The Commonwealth Representative may grant or refuse to grant a person access to the Commonwealth Premises. If access to any person specified by the Contractor is refused, the Contractor may request access for another person if necessary for the performance of the Contract.
- 11.8.4 The Commonwealth Representative may by notice to the Contractor withdraw access rights to any Commonwealth Premises at any time for any period.
- 11.8.5 The Contractor shall comply with, and require persons afforded access under this clause 11.8 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.
- 11.8.6 The Commonwealth Representative may notify the Contractor of, and the Contractor shall comply with, any special security or access provisions that apply to a particular Commonwealth Premises relevant to the Contract.

Option: For when the Contractor is to be given a GFF Licence.

- 11.8.7 This clause 11.8 does not apply in relation to the GFF.

11.9 Subcontracts (Core)

- 11.9.1 The Contractor shall not Subcontract the whole of the work under the Contract.
- 11.9.2 The Contractor may, but shall not be required to, Subcontract with one or more of the Approved Subcontractors.

Note to drafters: Exceptions identified in accordance with clause 11.9.3 may be defined in terms of specific Subcontractors, classes of Subcontractors, or levels in the WBS, etc. For instance, SMEs who become relevant only because they perform installation services might be exempted from requirements that are not in any way relevant to their Subcontract, such as measurement activities pertaining to software management.

- 11.9.3 The Contractor shall not Subcontract work under the Contract to a Subcontractor and shall ensure that an Approved Subcontractor does not Subcontract work under an Approved Subcontract if:
- a. the total value of all work with the Subcontractor is expected to exceed the Approved Subcontractor Threshold specified in the Details Schedule;
 - b. the work involves:
 - (i) design and development activities;
 - (ii) modification of systems or equipment, such as Deviations;
 - (iii) systems installation or integration; or
 - (iv) **[INSERT OTHER SPECIFIC TYPE OF WORK OR TASK(S) TO BE PERFORMED]**;
 - c. the work involves bringing or creating IP in significant items of TD or Software;
 - d. the Subcontractor will be located, on an on-going basis, on Commonwealth Premises;
 - e. the Subcontractor will host, on an on-going basis, Commonwealth Personnel on their premises; or
 - f. the work involves establishing, enhancing or maintaining an Industrial Capability within an Australian Entity that is, or forms part of, an Australian Industry Activity (AIA) Industrial, including:
 - (i) transfer of technology, TD, IP rights, knowhow and/or know-why to an Australian Entity for the purposes of creating or enhancing a Defence-Required Australian Industry Capability (DRAIC) or other ANZ Industrial Capability;
 - (ii) providing work to an Australian Entity that materially supports the maintenance of a DRAIC or other ANZ Industrial Capability; and/or
 - (iii) where the Approved Subcontractor is establishing, enhancing or maintaining an Industrial Capability within itself,

unless that Subcontractor is an Approved Subcontractor or unless otherwise Approved by the Commonwealth in writing pursuant to clause 11.9.5.

Note to drafters: Clause 11.9.3f relates to the development of Industrial Capability as a reason for identifying AIC Subcontractors. Clause 11.9.4c (below) is for contributions to the Australian economy and drafters need to insert a threshold ACE percentage that, in the context of the Approved Subcontractor Threshold, provide scope to pursue the AIC Objectives. Refer to the AIC Guide for ASDEFCON for further guidance on this issue.

- 11.9.4 If:
- a. an Approved Subcontractor performs work referred to in clause 11.9.3f;
 - b. an Approved Subcontractor is responsible for the establishment, development and/or maintenance of supply chains involving Australian Entities, which are required to support achieving Sovereignty for the Capability or capabilities to which the Products Being Supported relate; or
 - c. the total value of all work with an Approved Subcontractor is expected to exceed the Approved Subcontractor Threshold and for which the percentage of ACE is expected to be equal to or greater than [... **INSERT EG, 30%** ...] of the Approved Subcontract price, that Approved Subcontractor shall also be an AIC Subcontractor.
- 11.9.5 Where clause 11.9.3 or clause 11.9.4 applies in respect of a Subcontractor, the Contractor may seek the Commonwealth's Approval by written request to the Commonwealth Representative (such request to include a detailed justification) for the relevant Subcontractor not to be treated as an:
- a. Approved Subcontractor for the purposes of the Contract;
 - b. AIC Subcontractor for the purposes of the Contract; and/or
 - c. Approved Subcontractor or an AIC Subcontractor for the purposes of the application of specific provisions of the Contract.
- 11.9.6 The Contractor may request the inclusion of additional Approved Subcontractors in Attachment H by submitting a CCP in accordance with clause 11.1. The CCP shall include full particulars of the work to be Subcontracted, the name and address of each proposed Subcontractor and any other information about the Subcontractor required by the Commonwealth Representative.
- 11.9.7 The Commonwealth Representative shall Approve or reject the CCP in accordance with clause 11.1.6. The Commonwealth Representative's Approval shall not be unreasonably withheld.
- 11.9.8 None of the following reduce or limit the Contractor's obligations or liabilities under or in relation to the Contract:
- a. the Contractor's subcontracting any part of the work under the Contract;
 - b. the Commonwealth's Approval of a Subcontractor or a Subcontract; or
 - c. an act or omission of Contractor Personnel,
- and the Contractor shall be responsible for all Subcontractors.
- 11.9.9 The Contractor shall not enter into a Subcontract if the terms of the Subcontract will result in the Contractor not complying with a requirement in clause 5, unless the Contractor has obtained a waiver of the requirement in accordance with clause 5.11.3b.
- 11.9.10 If a Subcontract is terminated, repudiated or rescinded, whether in relation to its terms or as a result of any legislation relating to bankruptcy, liquidation or official management, the Contractor shall promptly notify the Commonwealth Representative and shall complete the work under the Contract either itself or by engaging another Subcontractor.
- 11.9.11 The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractor's participation in the performance of the Contract. If requested by the Commonwealth Representative, the Contractor shall provide the Commonwealth Representative with names of Subcontractors and copies of Subcontracts (which need not contain prices) for this purpose.

- 11.9.12 The Contractor shall not enter into a Subcontract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 11.9.13 The Contractor shall obtain and provide to the Commonwealth an Approved Subcontractor Deed duly executed by a relevant Approved Subcontractor before any goods or services are provided by that Approved Subcontractor and no later than 20 Working Days after executing the relevant Subcontract.
- 11.9.14 For the purposes of clause 11.9.13, "a relevant Approved Subcontractor" means:
- a. an Approved Subcontractor who performs work referred to in clause 11.9.3c;
 - b. an AIC Subcontractor; and
 - c. an Approved Subcontractor identified in Attachment H as being required to provide an Approved Subcontractor Deed to the Commonwealth.

Note to drafters: These clauses 11.9.15 to 11.9.18b must be included in the draft RFT in accordance with the Payment Times Procurement Connected Policy (PT PCP) if the procurement will be valued at over \$4 million (inc GST). If the value of the procurement is not known, it should be assumed for the purposes of the PT PCP, that the procurement is valued above \$4 million (inc GST), unless it is reasonable to assume otherwise.

It is not mandatory to include this clause if any of the limitations at 2.1 of the PT PCP apply. For example, this clause is not required to be included if the procurement is exempt from Division 2 of the CPRs under paragraph 2.6 of the CPRs (i.e. a Defence Exempt Procurement).

Note to tenderers: The Payment Times Procurement Connected Policy (PT PCP) imposes obligations on large businesses who enter into a contract with the Commonwealth to pay invoices under their new Subcontracts (up to \$1 million (inc GST)) within 20 days. Late payments of invoices in scope will incur interest. Further information about the Payment Times Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>.

The PT PCP complements the Government Supplier Pay on Time or Pay Interest Policy.

The following clauses will be included in the Contract if:

- **the Tenderer is a Reporting Entity as at the date of its tender response; and**
- **the value of the Contract is above \$4 million (inc GST) as at contract execution.**

- 11.9.15 The Contractor shall comply with the Payment Times Procurement Connected Policy (PT PCP), including the obligation to provide and comply with a PT PCP Remediation Plan (as defined in the PT PCP) when required to do so by the PT PCP Policy Team.
- 11.9.16 If the Contractor enters into a PT PCP Subcontract, the Contractor shall include in that subcontract:
- a. a requirement for the Contractor to pay the PT PCP Subcontractor:
 - (i) within 20 days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a Correctly Rendered Invoice, provided that this does not affect any other obligation to comply with applicable legislation that provides for a shorter payment period; and
 - (ii) subject to clause 11.9.17b(ii), for payments made by the Contractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with the formula for late payments at clause 7.10;
 - b. a statement that the PT PCP applies to that subcontract;
 - c. a statement that the subcontractor may make a complaint to the PT PCP Policy Team in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 11.9.16;
 - d. a statement that the Contractor must respond to any complaint of non-compliance made by the subcontractor under clause 11.9.16b;

- e. a statement that, if requested by the PT PCP Policy Team, the Contractor must complete a questionnaire in the form of Appendix C to the PT PCP.
- 11.9.17 If the Contractor enters into a Reporting Entity Subcontract, the Contractor shall use reasonable endeavours to include in that subcontract:
- a. obligations equivalent to those in clause 11.9.16; and
 - b. a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
 - (i) obligations equivalent to those in clause 11.9.16; and
 - (ii) obligations equivalent to this clause 11.9.17a (such that the obligations in this clause 11.9.17a are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- 11.9.18 The Contractor is not required to pay interest in accordance with clause 11.9.16a(ii) if either:
- a. the Commonwealth has failed to pay the Contractor in accordance with the timeframes and requirements under this Contract; or
 - b. the amount of the interest that would otherwise be payable is less than \$100 (inc GST).
- 11.9.19 If the Contractor agrees that if it is the subject of a complaint in relation to its compliance with clauses 11.9.15 to 11.9.18b, or the associated payment provisions of a PT PCP Subcontract, the Contractor shall:
- a. not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
 - b. cooperate in good faith with the PT PCP Policy Team in connection with any investigation or inquiry and any attempt to resolve the complaint.

11.10 Defence Security (Core)

Note to drafters: Where the procurement involves weapons or explosive ordnance, drafters must obtain the DSVS's approval for the security-related aspects of the request documentation prior to release.

- 11.10.1 If the Contractor or Contractor Personnel require access to any Commonwealth Premises under the control or responsibility of Defence, the Contractor shall:
- a. comply with any security requirements (including those contained in the DSPF) notified to the Contractor by the Commonwealth Representative from time to time; and
 - b. ensure that Contractor Personnel are aware of and comply with the Commonwealth's security requirements.
- 11.10.2 The Contractor shall:
- a. ensure that Contractor Personnel undertake any security checks, clearances or accreditations as required by the Commonwealth;
 - b. promptly notify the Commonwealth of any changes to circumstances which may affect the Contractor's capacity to provide Services in accordance with the Commonwealth's security requirements; and
 - c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.

Note to drafters: For further information on personnel security clearances and types of accreditation, refer to Principles 23, 40 and 73 of the DSPF. Facility accreditations will be required for certain Business Impact Levels. For information on the types of Business Impact Levels,

- <http://drnet/eig/Defence-Security/Security-Risk-Management/Pages/BIL.aspx>

or contact the relevant Regional DSVS Office.

Where the procurement involves complex security arrangements or a range of personnel security clearances, details should be set out in the Security Classification and Categorisation

Guide at Attachment J. In this event, reference to that attachment should be made in the relevant section of the Details Schedule.

Note to tenderers: For information on security classification, and required facility accreditations refer to the Security Classification and Categorisation Guide (SCCG) at Attachment J (if applicable), Principle 73 and Principle 10 of the DSPF, and the Australian Government's Protective Security Principles Framework at:

<https://www.protectivesecurity.gov.au/policies>.

- 11.10.3 The security classification of the information and assets accessible to the Contractor and work to be performed under the Contract will be up to and including the level specified in the Details Schedule. The Contractor shall:
- a. comply with the classification and protection of official information requirements of Principle 10 of the DSPF; and
 - b. ensure that all required personnel (if any) possess a personnel security clearance at the level specified in the Details Schedule, and comply with the requirements and procedures of Principle 40 of the DSPF.

Note to drafters: DISP membership in accordance with Control 16.1 of the DSPF is required in various circumstances, including but not limited to where:

- **a contractor is working on classified information or assets, storing or transporting Defence weapons or explosive ordnance, providing security services for Defence bases and facilities;**
- **the procurement involves weapons or explosive ordnance; or**
- **as a result of a Defence business requirement..**

For further assistance and guidance in relation to determining whether DISP membership is required, refer to DISP Factsheet here:

- **<http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>.**

Note to tenderers: For information on the DISP (and equivalent international agreements or arrangements for overseas tenderers) refer to Control 16.1 of the DSPF. For access to the DSPF tenderers should contact the Contact Officer listed in the Tender Details Schedule.

Option 1: If the Contractor will require DISP membership in accordance with Control 16.1 of the DSPF.

- 11.10.4 The Contractor shall obtain and maintain all elements of DISP membership at the levels specified in the Details Schedule (or an equivalent international agreement or arrangement) in accordance with Control 16.1 of the DSPF for the purposes of the Contract.

Option 2: If the Contractor will not require DISP membership in accordance with Control 16.1 of the DSPF.

- 11.10.5 The Contractor is not required to hold DISP membership within the meaning of Control 16.1 of the DSPF for the purposes of the Contract.

Note to drafters: Where work to be performed overseas will involve security classified information and/or assets, the following option is to be included. Otherwise the option should be deleted.

If, at the time of drafting, it is not clear that this clause will be required, the option is to be included in the draft Contract. Otherwise, the option should be deleted.

Note to tenderers: If the tenderer proposes to perform work at an overseas location and that work involves information and/or assets that is subject to a security classification, and that aspect proposal is agreed in any resultant Contract, the following clauses will be included.

Option: If work is to be performed overseas and will involve security classified information and/or assets (as identified in the Details Schedule).

11.10.6 Where work under the Contract is performed overseas, the Contractor shall hold a Facility Security Clearance at the relevant level verified by DS&VS through a bilateral security instrument in accordance with Principle 16 of the DSPF.

Option: For when the procurement involves classified information or security-protected assets (as identified in the Details Schedule).

11.10.7 The Contractor shall classify all information in its possession relating to the performance of the Contract according to the Security Classification and Categorisation Guide at Attachment J and shall ensure that such information is safeguarded and protected according to its level of security classification.

11.10.8 With respect to security classified information, the Contractor shall:

- a. ensure that no security classified information furnished or generated under the Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth Representative;
- b. promptly report to the Commonwealth Representative any security incident, as defined by the DSPF, including instances in which it is known or suspected that security classified information furnished or generated under the Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
- c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Principle 71 of the DSPF.

Note to drafters: If, at the time of drafting, it is not clear that COMSEC material will be required to be transmitted within Australia, the following option is to be included in the draft Contract. Otherwise, the option should be deleted.

Option: For when COMSEC material is transmitted in Australia (as identified in the Details Schedule).

11.10.9 Where COMSEC material is transmitted in Australia, the Contractor shall ensure that:

- a. without limiting clause 11.10.8b, all COMSEC material transmitted between the parties or a party and a Subcontractor in Australia shall be subject to the special security provisions of Principle 13 of the DSPF; and
- b. all security classified information transmitted between the parties or a party and a Subcontractor located overseas whether generated in Australia or by another country shall be subject to the laws of the overseas country regarding the custody and protection of security classified information and to any bilateral security instrument between Australia and the overseas country.

Note to drafters: If, at the time of drafting, it is not clear that COMSEC material will be required to be transmitted overseas, the following option is to be included in the draft contract. Otherwise, the option should be deleted.

Option: For when COMSEC material is transmitted overseas (as identified in the Details Schedule).

11.10.10 Where COMSEC material is transmitted overseas, the Contractor shall ensure that:

- a. all COMSEC material transmitted between the parties or a party and a Subcontractor located overseas shall be subject to approval in the first instance by the Director ASD in respect of Australian COMSEC material and by the respective COMSEC authorities in other countries in respect of COMSEC material originating from those countries; and
- b. once approved for release, the material shall be subject to the laws of the overseas country regarding the custody and protection of COMSEC material as determined by the Director ASD and to any bilateral security instrument between Australia and the overseas country.

11.10.11 If there has been a breach by the Contractor or Contractor Personnel of this clause 11.10, the Commonwealth Representative may give the Contractor a notice of termination for default under clause 13.2.1e.

11.10.12 The Contractor shall ensure the requirements of clause 11.10 are included in all Subcontracts where the Subcontractor requires access to any Commonwealth Premises, or to any security classified information or assets, in order to perform the obligations of the Subcontract.

11.11 Post Defence Separation Employment (Core)

11.11.1 Except with the prior written Approval of the Commonwealth Representative, the Contractor shall not permit (and shall ensure that each Approved Subcontractor does not permit) any Defence Personnel or Defence Service Provider who, at any time during the preceding 12 month period was engaged or involved in:

- a. the preparation or management of the Contract;
- b. the assessment or selection of the Contractor; or
- c. the planning or performance of the procurement or any activity relevant or related to the Contract,

to perform, contribute to or advise on the performance of the Contract (or Approved Subcontract).

11.11.2 To avoid doubt, the 12 month period referred to in clause 11.11.1 applies from the date which is 12 months before the date on which the Contractor (or Approved Subcontractor) proposes that the person start performing or contributing to the performance of the Contract (the Approved Subcontract).

11.11.3 The Commonwealth Representative shall not unreasonably withhold Approval of a person under clause 11.11.1 and, in making a decision, shall consider:

- a. the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;
- b. any information provided by the Contractor about the character and duration of the services proposed to be performed by the person under the Contract (or Approved Subcontract);
- c. the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Contract (or Approved Subcontract) in the manner proposed under 11.11.3b, and the arrangements which the Contractor (or Approved Subcontractor) proposes to put in place to manage or reduce those conflicts of interest or probity concerns;
- d. any information provided by the Contractor concerning any significant effect that withholding Approval will have on the person's employment or remuneration opportunities or the performance of the Contract (or Approved Subcontract); and

- e. the policy requirements set out in DI Administration and Governance Provision 5-Conflicts of interest and declarations of interest AG5 and the *Integrity Policy Manual*, as applicable.

11.11.4 The Contractor shall include rights of the Commonwealth equivalent to those contained in clause 11.11 in all Approved Subcontracts.

11.12 Change of Control of the Contractor or the Guarantor (Core)

11.12.1 Subject to clause 11.12.2, the Contractor shall seek the Commonwealth Representative's prior written consent to any proposed Change of Control by providing notice to the Commonwealth at least 15 Working Days before the proposed Change of Control is to occur.

11.12.2 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of the Commonwealth Representative could not have been obtained in accordance with clause 11.12, the Contractor shall seek that consent by providing notice to the Commonwealth within 5 Working Days after the Change of Control.

11.12.3 In any notice given to the Commonwealth seeking consent to a Change of Control, the Contractor shall include the following details:

- a. the ownership and management arrangements of the Contractor or the Guarantor that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Contractor became aware of the prospective change;
- b. the ownership and management arrangements of the Contractor or the Guarantor that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Contractor reasonably expects to be put in place if the change occurs;
- c. the impact (if any) that the change has had on the Contractor's or the Guarantor's ability to meet its obligations under the Contract or, if the change has yet to occur, that the Contractor reasonably expects the change to have on that ability; and
- d. the steps the Contractor has taken or proposes to take to minimise the impact of the change or prospective change.

11.12.4 If there is a Change of Control and the Commonwealth Representative does not consent to the Change of Control, then the Commonwealth may:

- a. give the Contractor a notice of termination under clause 13.2.1e; or
- b. agree not to give the Contractor a notice of termination under clause 13.2.1e, subject to the Contractor providing further information, giving specified undertakings, or executing further agreements (including a CCP), as may be required by the Commonwealth.

11.12.5 Nothing in this clause 11.12 requires the Contractor or the Guarantor to act in a manner inconsistent with its obligations under the *Corporations Act 2001* (Cth) or equivalent laws and regulations in a foreign jurisdiction.

12 POLICY AND LAW

12.1 Governing Law (Core)

12.1.1 The laws of the State or Territory specified in the Details Schedule shall apply to the Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.

12.1.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

12.2 Compliance with Laws (Core)

12.2.1 The Contractor shall, in the performance of the Contract, comply with and ensure that Contractor Personnel comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.

12.2.2 The Contractor shall provide to the Commonwealth Representative within 10 Working Days after a request by the Commonwealth written confirmation that, to the best of the Contractor's knowledge and based on reasonable enquiries undertaken by the Contractor, the Contractor

and Contractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the offering of unlawful inducements whether in Australia or otherwise in connection with the performance of the Contract and the Subcontracts.

12.2.3 The Contractor:

- a. shall take all reasonable measures to prevent, detect and investigate any fraud that may occur, is occurring or has occurred under the Contract or any Subcontract; and
- b. acknowledges and agrees that its obligation in clause 12.2.3a extends to taking all reasonable measures to prevent, detect and investigate any fraud which has or may be committed by Contractor Personnel.

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

12.3 Policy Requirements (Core)

Note to drafters: Prior to RFT release and prior to the execution of any resultant Contract, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFT release and signature of any resultant Contract, as applicable.

If there are other Commonwealth or Defence policies relevant to the procurement activity, that are not otherwise referenced in the draft Contract, they can be listed below.

12.3.1 Subject to clause 12.3.2 the Contractor shall comply with, and ensure that Contractor Personnel comply with, the following Commonwealth policies of general application relevant or applicable to the Contract:

- a. DI, and in particular:
 - (i) Administration and Governance Provision 4 AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (ii) Administration and Governance Provision 5, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; and
 - (iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
- b. Financial Policy Gifts and Benefits;
- c. Financial Policy Sponsorship;
- d. Australian Defence Force alcohol policy as detailed MILPERSMAN Part 4 Chapter 1;
- e. Public Interest Disclosure policy as detailed at:

<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>; and
- f. **[DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE PERFORMANCE OF THE SERVICES]**

12.3.2 Notwithstanding clause 1.7, if the SOW is inconsistent with a policy referred to in clause 12.3.1, the Contractor shall comply with the SOW to the extent of the inconsistency and provided that compliance with the SOW does not result in a breach of any laws.

Option: For when a procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.

Note to drafters: If the procurement is specifically exempt from the additional rules detailed in Division 2 of the CPRs as a result of a Defence specific exemption (a list of Defence specific exemptions is found in the DPM), the procurement will still be subject to the Workplace Gender Equality Procurement Principles and the following clauses must be used.

Note to tenderers: These clauses 12.3.3 and 12.3.4 apply only to the extent that the tenderer is a Relevant Employer for the purposes of the Workplace Gender Equality Procurement Principles. The Workplace Gender Equality Procurement Principles will only apply to overseas based contractors to the extent that they have 100 or more employees in Australia.

- 12.3.3 The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act).
- 12.3.4 If the Contractor becomes non-compliant with the WGE Act during the Term, the Contractor shall notify the Commonwealth Representative.

Option: For when a procurement is subject to the Shadow Economy Procurement Connected Policy.

Note to drafters: A procurement will be subject to the Shadow Economy Procurement Connected Policy where the procurement is conducted by open tender, subject to the CPRs and is valued at over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from contractors satisfactory and valid STRs and to require contractors to obtain and hold STRs in respect of certain Subcontractors. Further information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

The Contractor will be required to obtain and hold copies of satisfactory and valid STRs for any Subcontractors that the Contractor directly engages (i.e. first tier Subcontractors) where the contract value will be over \$4 million (inc GST). Any STRs obtained from these Subcontractors must be provided to the Commonwealth upon request.

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

| If the proposed Subcontractor to enter into the Subcontract is: | STRs required: |
|---|---|
| (a) | (b) |
| a. a body corporate or natural person; | a satisfactory and valid STR in respect of that body corporate or person; |
| b. a partner acting for and on behalf of a partnership; | a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of the Subcontract; |
| c. a trustee acting in its capacity as trustee of a trust; | a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust; |
| d. a joint venture participant; | a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator; |
| e. a member of a Consolidated Group; | a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group; |
| f. a member of a GST Group; | a satisfactory and valid STR in respect of the: |

| | | |
|--------|---|---|
| | | (i) the GST Group member; and (ii) the GST Group representative. |
| 12.3.6 | The Contractor shall obtain and hold additional STRs in the following circumstances within 10 Working Days of the Contractor becoming aware of the circumstances arising: | |
| | If the Contractor or Subcontractor is: | Additional STRs required: |
| | (a) | (b) |
| | a. a partner acting for and on behalf of a partnership; | a satisfactory and valid STR in respect of any additional partner that becomes directly involved in the delivery of the Contract or Subcontract (as applicable); |
| | b. a trustee acting in its capacity as trustee of a trust; | a satisfactory and valid STR in respect of any new trustee appointed to the trust; |
| | c. a joint venture participant; | a satisfactory and valid STR in respect of: (i) any new participant in the joint venture; and (ii) any new joint venture operator if the new operator is not already a participant in the joint venture; |
| | d. a member of a Consolidated Group; | a satisfactory and valid STR in respect of any new head company of the Consolidated Group; and |
| | e. a member of a GST Group; | a satisfactory and valid STR in respect of any new representative for the GST Group. |
| 12.3.7 | The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 12.3.5 or 12.3.6 within 5 Working Days after a written request by the Commonwealth. | |
| 12.3.8 | For the purposes of the Contract, an STR is taken to be: | |
| | a. | satisfactory if the STR states that the entity has met the conditions, as set out in the ShadowEconomy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and |
| | b. | valid if the STR has not expired as at the date on which the STR is required to be held. |

12.4 Work Health and Safety (Core)

12.4.1 The Commonwealth and the Contractor:

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

in connection with the Services.

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

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

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

12.4.3 The Contractor represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the WHS Legislation.

12.4.4 The Contractor shall:

- a. provide the Services in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Services (such as in relation to testing or auditing); and
- b. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Services for the purposes referred to in clause 3.3.1, and to maintain, support and develop the Services and Products,

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

12.4.5 Without limiting the application of the WHS Legislation (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Services, provide, and shall:

- a. ensure that an Approved Subcontractor provides;
- b. and use its reasonable endeavours to ensure that any other Subcontractor engaged in any Prescribed Activities provides in respect of those Prescribed Activities,

to the Commonwealth Representative:

- c. within 10 Working Days (or another period agreed in writing by the Commonwealth) of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Contractor or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation;
- d. in respect of:
 - (i) the Contractor or an Approved Subcontractor, within 10 Working Days after receipt or submission of the notice, written communication or written undertaking by the Contractor or Approved Subcontractor (as the case may be); or
 - (ii) any other Subcontractor engaged in any Prescribed Activities, within 10 Working Days of a request by the Commonwealth,

copies of:

- (iii) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the applicable WHS Legislation to the Contractor or Subcontractor (as the case may be) relating to WHS matters;
- (iv) all formal notices issued by a health and safety representative of the Contractor or Subcontractor (as the case may be) under or in compliance with the applicable WHS Legislation; and

- (v) all formal notices, written communications and written undertakings given by the Contractor or Subcontractor (as the case may be) to the regulator or agent of the regulator under or in compliance with the applicable WHS Legislation; and
- e. within 10 Working Days of a request by the Commonwealth Representative, written assurances specifying that to the best of the Contractor's or the Subcontractor's (as the case may be) knowledge that the Contractor and Contractor Personnel are compliant with:
 - (i) the applicable WHS Legislation; and
 - (ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Contractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of WHS that is equivalent to or higher than the standard required in the code of practice,

and that the Contractor or Subcontractor (as the case may be) has made reasonable enquiries before providing the written assurances.
- 12.4.6 Subject to clause 11.10 and any relevant foreign government restrictions, the Commonwealth shall provide to the Contractor in a timely manner any information or copies of documentation reasonably requested by the Contractor and held by the Commonwealth to enable the Contractor to comply with its obligations under the applicable WHS Legislation in relation to the Contract.
- 12.4.7 The Contractor shall ensure that if the WHS Legislation requires that:
 - a. a person (including a Subcontractor):
 - (i) be authorised or licensed (in accordance with the WHS Legislation) to carry out any works at the workplace, that person is so authorised or licensed and complies with any conditions of such Authorisation; and/or
 - (ii) has prescribed qualifications or experience, or if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - b. a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance (or design), or work (or class of work) is so authorised or licensed.
- 12.4.8 If the Contractor becomes aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an Authorisation relating to WHS, it shall immediately notify the Commonwealth giving full particulars (so far as they are known to it).
- 12.4.9 Without limiting clause 11.7, the Contractor shall give and shall ensure that an Approved Subcontractor gives, the Commonwealth Representative and any person authorised by the Commonwealth Representative access to:
 - a. premises to conduct site inspections for the purpose of monitoring the Contractor's or the Approved Subcontractor's (as the case may be) compliance with any applicable laws, Authorisations or Approved plans in connection with WHS in relation to the Contract; and
 - b. all internal and third party audit results in relation to WHS in relation to the Services or work performed under the Contract.
- 12.4.10 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth Representative may direct the Contractor to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the provision of the Services. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

- 12.4.11 The Contractor shall comply with clause 12 of the SOW.
- 12.4.12 The Contractor shall not use ACM in providing the Services and shall not take any ACM onto Commonwealth Premises in connection with providing the Services.
- 12.4.13 Subject to clause 12.4.13b and without limiting the Contractor's obligations under the Contract:

Note to drafters: Where the optional clause 12.4.14 below is selected, insert the additional words in square brackets in clause 12.4.13a below.

- a. the Contractor shall ensure that all Approved Subcontracts contain equivalent provisions to those set out in this clause 12.4 [(other than clause 12.4.14)]; and
- b. where in relation to an Approved Subcontract:
 - (i) the WHS Legislation does not apply in respect of any work performed under that Approved Subcontract; and
 - (ii) the Commonwealth does not have any duties or obligations under the WHS Legislation in respect of the workers engaged or caused to be engaged by the relevant Approved Subcontractor,

the Contractor shall only be required to ensure that an Approved Subcontract contains equivalent provisions to those set out in clauses 12.4.3, 12.4.4, and 12.4.12 in respect of that Approved Subcontract.

Option: The following clause must be included except where following receipt of advice from Defence Legal it is determined that the Commonwealth should be the principal contractor (refer to DPPI NO 4/2012 Engagement of Principal Contractors under the WHS Legislation).

- 12.4.14 To the extent that work to be performed by the Contractor under the Contract is construction work for the purposes of the:
- a. WHS Legislation, in accordance with regulation 293 of the *Work Health and Safety Regulations 2011* (Cth) (in respect of the Commonwealth and the harmonised WHS Legislation of each of the States or Territories in which the construction work is carried out), the Contractor is engaged as the principal contractor for the construction work the subject of the Contract and is authorised to have management or control of the workplace and discharge the duties imposed on a principal contractor for the purpose of the WHS Legislation;
 - b. *Occupational Health and Safety Regulations 2007* (Vic), in accordance with regulation 5.1.14 of the *Occupational Health and Safety Regulations 2007* (Vic), the Contractor is appointed as the principal contractor for the construction work the subject of the Contract and is authorised to have management or control of the workplace and discharge the duties imposed on a principal contractor for the purpose of the *Occupational Health and Safety Regulations 2007* (Vic); and
 - c. *Occupational Safety and Health Regulations 1996* (WA), in accordance with regulation 1.3 of the *Occupational Safety and Health Regulations 1996* (WA), the Contractor is the main contractor for the construction work the subject of the Contract and is taken to have control of the site and the workplace and is required to discharge the duties imposed on a main contractor for the purpose of the *Occupational Safety and Health Regulations 1996* (WA).

12.5 Environmental Obligations (Core)

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

- a. it has given careful, prudent and professional consideration to the environmental implications of the work to be performed by it under the Contract; and
 - b. as at the Effective Date specified in the Details Schedule, the proposed method of performance of that work complies with all applicable environmental legislation.
- 12.5.3 If the Contractor becomes aware of any intention on the part of a regulatory authority to cancel, revoke or amend an Authorisation relating to the Environment that the Contractor requires to carry out the work under the Contract, it shall notify the Commonwealth without delay, giving full particulars (so far as they are known to it).
- 12.5.4 Without limiting clause 11.7, the Contractor shall give the Commonwealth Representative and any person authorised by the Commonwealth Representative access to:
- a. premises for the purpose of monitoring the Contractor's compliance with any applicable laws or Approved plans in connection with the protection of the Environment; and
 - b. all internal and third party audit results in relation to the Environment.

12.6 Severability (Core)

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

12.7 Privacy (Core)

- 12.7.1 The Contractor shall:
- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);
 - b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 12.7.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 12.7, whether by the Contractor, Contractor Personnel or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.
- 12.7.3 The Contractor shall ensure that Contractor Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 12.7.
- 12.7.4 The Contractor shall ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions that are functionally equivalent to clauses 12.7.1, 12.7.2a and 12.7.3.

12.8 Child Safety (Optional)

Option: For when the Commonwealth Child Safe Framework applies.

Note to drafters: The Department of Prime Minister and Cabinet) has developed the <https://www.childsafety.gov.au/what-we-do/lead-commonwealth-child-safe-framework> to protect children and young people who may have contact with Commonwealth entities. The CCSF sets out the minimum standards for Commonwealth entities to protect children.

Defence and all Defence officials have an obligation under the [Child Protection legislation](#) and the Work Health Safety Act 2011 (Cth) to ensure the health and safety of youth when they engage or interact with Defence. This obligation also extends to Defence contractors. Youth special care provisions also extend to over 18 year olds participating in a Defence Youth Program.

Defence policy relating to Child Safety is contained in YOUTHPOLMAN which can be found here:

<https://www.defenceyouth.gov.au/defence-youth-policy/>.

Defence has developed relevant clauses, for use with ASDEFCON based approaches to market, which address the requirements of the CCSF and YOUTHPOLMAN. These clauses are adapted from model clauses included in Department of Finance's ClauseBank and must be inserted into Defence procurements using the [ASDEFCON Suite of Tendering and Contracting Templates](#), where the Contractor will engage with or interact with youth in performing its obligations under the Contract

The clauses can be found here:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

If you have any questions relating to the clauses please email:

procurement.asdefcon@defence.gov.au.

For information in relation to CCSF and policy related questions please email:

procurement.policy@defence.gov.au.

For further assistance and guidance in relation to the application of the CCSF please refer to the Child Safety Framework Factsheet here:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

12.9 Modern Slavery (Optional)

Option: For inclusion where the modern slavery risk assessment for the procurement has determined there is a risk of modern slavery existing in the relevant supply chain.

Note to drafters: The procurement should be assessed for the risk of modern slavery existing in the supply chain. Guidance on performing this risk assessment, as well as other guidance on the Modern Slavery Act 2018 (Cth), can be found on the Attorney-General's Department (AGD) Modern Slavery Register site here:

<https://modernslaveryregister.gov.au/resources/>.

If the modern slavery risk assessment determines that there is a risk of modern slavery existing in the supply chain, drafters must include the model clauses for Defence procurements subject to the requirements of the Modern Slavery Act 2018 (Cth). These model clauses are based on the AGD's model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

If you have any questions relating to the clauses please email:

procurement.asdefcon@defence.gov.au.

For further assistance and guidance in relation to the application of the Modern Slavery clauses please refer to the Modern Slavery Factsheet here:

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>.

12.10 Indigenous Procurement (Optional)

Option: For inclusion when the Indigenous Procurement Policy's Mandatory Minimum Requirements apply to the procurement.

Note to drafters: The [Indigenous Procurement Policy](#) may apply to a procurement valued at or over \$7.5 million (GST inclusive), depending on whether and how much of the resultant Contract's value will be spent in certain industry sectors. Drafters should refer to the ASDEFCON Clausebank for further information and appropriate clauses:

- <http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

12.11 Commonwealth Supplier Code of Conduct (Core)

Note to drafters: A procurement must incorporate the Commonwealth Supplier Code of Conduct in accordance with paragraph 6.11 of the CPRs.

Drafters must consider the interaction and alignment of this clause with clauses 3.4, 3.12, 11.2, 11.4, 11.7, 12.2, 12.3, 12.4, 13.2 prior to RFT release and prior to any resultant Contract.

- 12.11.1 The Contractor shall (and shall ensure that all Contractor Personnel) comply with the Commonwealth Supplier Code of Conduct in the performance of the Contract.
- 12.11.2 The Contractor shall notify the Commonwealth Representative immediately after becoming aware of any potential or actual non-compliance with the Commonwealth Supplier Code of Conduct, including:
- a description of the non-compliance,
 - the date that the non-compliance occurred, and
 - whether any Contractor Personnel engaged in the performance of the Contract were or may have been involved in the non-compliance.
- 12.11.3 If the Commonwealth considers that a potential or actual non-compliance with the Commonwealth Supplier Code of Conduct has occurred, the Commonwealth may by notice to

the Contractor, without limiting any of its other rights under the Contract, require that the Contractor:

- a. provide a response to the Commonwealth Representative within 3 Working Days on whether a potential or actual non-compliance has occurred; and
- b. comply with its obligations under clause 12.11.

12.11.4 The Commonwealth Representative may request, and the Contractor shall provide, further information on any matter relating to:

- a. the policies, frameworks, or systems the Contractor has established to monitor and assess compliance with the Commonwealth Supplier Code of Conduct;
- b. the Contractor's compliance with the Commonwealth Supplier Code of Conduct; or
- c. an actual or potential non-compliance with the Commonwealth Supplier Code of Conduct, including its obligations under clauses 12.11.1 or 12.11.3a.

The Contractor shall provide such information within the timeframes and in the manner specified by the Commonwealth Representative at the time of request.

12.11.5 The Contractor acknowledges and agrees that compliance with the Commonwealth Supplier Code of Conduct and the obligations under clause 12.11 shall not relieve the Contractor from its liabilities or other obligations under the Contract or at law.

12.11.6 The Contractor's performance of its obligations under this clause will be at no additional cost to the Commonwealth.

12.11.7 If the Contractor fails to comply with the Commonwealth Supplier Code of Conduct in accordance with clause 12.11.1, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.

12.12 Environmentally Sustainable Procurement Policy (Optional)

Option: For when a procurement is subject to the Environmentally Sustainable Procurement Policy.

Note to drafters: A procurement will be subject to the Environmental Sustainable Procurement Policy (ESPP) where the procurement includes construction services (where the procurement value is over \$7.5million AUD inc GST) or furniture, fittings and equipment, ICT goods and textiles (where the procurement value is over \$1 million AUD inc GST)

If a procurement is subject to the ESPP, drafters must include the model clauses for Defence procurements subject to the requirements ESPP. These model clauses are based on the Department of Climate Change, Energy, the Environment and Water (DCCEEW)'s model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>.

If you have any questions relating to the clauses please email the ASDEFCON and Contracting Initiatives team at:

procurement.asdefcon@defence.gov.au.

For information in relation to ESPP and policy related questions please email the Commercial Policy team at:

procurement.policy@defence.gov.au.

Or the Commonwealth Sustainable Procurement Advocacy and Resource Centre at:

sustainable.procurement@dcceew.gov.au.

12.13 Australian Skills Guarantee (Optional)

Option: For inclusion when a procurement is subject to the Australian Skills Guarantee Policy.

Note to drafters: A procurement will be subject to the Australian Skills Guarantee (ASG) Procurement Connected Policy (PCP) within ICT and Construction as follows:

- **Major construction projects (projects with a total contract value of \$10 million (GST Inclusive) or more;**
- **Direct Commonwealth procurements in the ICT sector, with a total contract value of \$10 million (GST Inclusive) or more; and**
- **Flagship construction projects (projects with a total contract value of \$100 million or more in the construction sector).**

Information relating to the ASG PCP can be found at the Department of Employment and Workplace Relations (DEWR) website here:

- <https://www.dewr.gov.au/australian-skills-guarantee>.

If a procurement is subject to the ASG PCP drafters must include the model clauses for Defence procurements subject to the requirements of the ASG. These model clauses are based on the DEWR model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>.

If you have any questions relating to the clauses please email the ASDEFCON and Contracting Initiatives team at:

procurement.asdefcon@defence.gov.au.

If you have any questions relating to the ASG PCP or policy related questions, please email the Commercial Policy team at:

procurement.policy@defence.gov.au.

Or DEWR at:

ASG@dewr.gov.au.

13 DISPUTES AND TERMINATION

13.1 Resolution of Disputes (Core)

- 13.1.1 A party shall not commence court proceedings relating to any Dispute unless that party has complied with the procedure for resolving Disputes set out in this clause 13.1.
- 13.1.2 The parties acknowledge and agree that the intent of:
- a. this clause 13.1 is that the parties will seek to resolve Disputes in a non-adversarial manner, and at the lowest reasonably practicable level within their respective organisations; and
 - b. the Contract Governance Framework set out in Attachment T includes facilitating problem solving and the resolution of Disputes.
- 13.1.3 The parties shall negotiate in good faith and use all reasonable efforts to resolve Disputes, and matters that may give rise to a Dispute, as quickly as practicable.
- 13.1.4 If the parties are unable to resolve a Dispute through the reasonable efforts of the Commonwealth Representative and the Contractor Representative, either party may give a notice ('**Dispute Notice**') to the other party setting out the nature of the Dispute and the Dispute shall then be referred to the Management Representatives specified in the Details Schedule.

Note to drafters: For clauses 13.1.5 and 13.1.5 drafters should amend the period if circumstances require.

- 13.1.5 If, despite using all reasonable efforts, the Management Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.4, the parties may refer the Dispute to the Senior Representatives specified in the Details Schedule.

- 13.1.6 If, despite using all reasonable efforts, the Senior Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.5, and are unable to agree on an alternative dispute resolution process during that period, either party may commence legal proceedings in respect of the Dispute.

Option: For use if access to arbitration is required.

Note to drafters: The following optional clause may be used if access to alternative dispute resolution under the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules is to be sought. Further information on the Arbitration Rules is available from:

- <https://acica.org.au/>.

Because accessing arbitration can have significant cost implications, drafters should carefully consider the requirements of their procurement before including the clause. If the clause is included, drafters should delete clause 13.1.5 above and replace it with the following:

- 13.1.7 If, despite using all reasonable efforts, the Senior Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.5, the parties shall resolve the Dispute by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be **[INSERT CITY eg, Sydney, Australia]**. The language of the arbitration shall be English. The number of arbitrators shall be **[INSERT NUMBER OR DELETE THIS SENTENCE AND RELY ON ARTICLE 8 OF THE ACICA ARBITRATION RULES, WHICH AUTHORISES ACICA TO DETERMINE THE NUMBER OF ARBITRATORS]**.

- 13.1.8 The parties shall, despite any Dispute occurring, continue to perform their respective obligations under the Contract.
- 13.1.9 Nothing in this clause 13.1, or the Contract Governance Framework set out in Attachment T, prevents either party from seeking urgent interlocutory relief in relation to a Dispute.

13.2 Termination Without Notice for Contractor Default (Core)

- 13.2.1 The Commonwealth may terminate the Contract by notice to the Contractor if any of the following occurs:
- an Insolvency Event occurs in relation to the Contractor, except to the extent the exercise of a right under this clause 13.2.1a is prevented by law;
 - an Insolvency Event occurs in relation to the Guarantor and the Commonwealth does not receive a replacement Deed of Guarantee and Indemnity from another guarantor acceptable to the Commonwealth within 10 Working Days (or another period agreed in writing by the Commonwealth), except to the extent the exercise of a right under this clause 13.2.1b is prevented by law;
 - the Contractor has failed to remedy a Default specified in a Default Notice within the period specified in the Default Notice;
 - the Contractor commits a breach of the Contract that, in the Commonwealth's opinion, is not capable of being remedied;
 - an event occurs in respect of which the Contract provides that a notice of termination may be given under this clause 13.2.1e;
 - the Contractor's performance for any two KPIs are in Performance Band D for the same Review Period (other than when this situation is allowed to occur during the Performance Implementation Period, as set out in Attachment P);
 - the Contractor's performance for the same KPI is in Performance Band C for three or more consecutive Review Periods (other than when this situation is allowed to occur during the Performance Implementation Period, as set out in Attachment P);
 - the Contractor assigns its rights under the Contract otherwise than in accordance with the requirements of the Contract; and

- i. the Contractor would have, except for the operation of any limitation of liability under clause 10.10, been liable to the Commonwealth for Loss in aggregate for an amount greater than the relevant Limitation Amount.

13.2.2 To avoid doubt, the Commonwealth is not required to provide prior notice of an exercise of its rights under clause 13.2.1.

13.3 Default Notices (Core)

13.3.1 If the Commonwealth considers that a Contractor Default has been committed, the Commonwealth may give the Contractor a notice ('**Default Notice**') specifying the Default and requiring the Contractor to remedy the Default within a reasonable period, if the Default is capable of being remedied.

13.3.2 If the Commonwealth gives the Contractor a Default Notice, the Contractor shall:

- a. remedy the Default within the period specified in the Default Notice;
- b. comply with any directions given to the Contractor by the Commonwealth in relation to the Default; and
- c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the Default, including those arising from affected Subcontracts.

13.4 Termination or Reduction for Convenience (Core)

13.4.1 In addition to any other rights it has in relation to the Contract, the Commonwealth has the right to exercise its discretion at any time to terminate the Contract or reduce the scope of the Contract for convenience by notifying the Contractor.

13.4.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate or reduce the scope of the Contract under this clause 13.4.

13.4.3 If the Contract is terminated or reduced under this clause 13.4, the Commonwealth's liability in respect of the termination or reduction is limited to:

- a. payments under the payment provisions of the Contract in respect of work performed before the date the termination or reduction takes effect; and
- b. any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction,

and then only when the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative. In particular, the Contractor shall not be entitled to profit calculated by reference to any period after the date the termination or reduction takes effect.

13.4.4 The Contractor, in each Approved Subcontract, shall secure a right of termination and reduction and provisions for compensation functionally equivalent to this clause 13.4.

13.5 General Termination Provisions (Core)

13.5.1 The Commonwealth may, in a notice of termination or subsequently, direct that the Phase Out provisions in clause 14 apply from the date specified in the notice.

13.5.2 If the Contract is terminated under clause 13.2 or otherwise:

- a. the termination takes effect on:
 - (i) the date of the notice of termination; or
 - (ii) if the notice of termination specifies a later date, the later date;
- b. the Contractor shall:
 - (i) stop work in accordance with the notice of termination;
 - (ii) comply with any directions given to the Contractor by the Commonwealth; and
 - (iii) mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected Subcontracts;

- c. the Contractor shall provide to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of Contractor Personnel that contain or relate to any Commonwealth or third party Confidential Information or which are security classified;
 - d. the Contractor shall repay the Mobilisation Payment or any portion of the Mobilisation Payment that has not been offset in accordance with clause 7.5;
 - e. subject to clause 13.8, the parties shall be relieved from future performance, without prejudice to:
 - (i) any right, or cause of action, that has accrued at the date of termination; or
 - (ii) any amount owing under or in connection with the Contract as at the date of termination;
 - f. subject to clauses 10.9, 10.10 and 13.4, the right to recover damages, including full contractual damages, shall not be affected;
 - g. the Contractor shall, within 30 days after receipt of the notice of termination, or other period agreed in writing by the parties, deliver the Technical Data (in its then current state of development) for Services produced prior to the date of termination; and
 - h. the Contractor shall deliver to the Commonwealth all Commonwealth Property that the Contractor or Contractor Personnel have in their possession in connection with the Contract.
- 13.5.3 To avoid doubt, and despite anything else in the Contract, if the Contractor delays in meeting a Milestone, delivering Services or complying with any other obligation in accordance with the Contract, each day of delay is a new breach of the Contract for which the Commonwealth may exercise its rights under clause 13.2 or at law, despite any conduct by the Commonwealth or any election not to terminate the Contract for a previous breach of the Contract.
- 13.5.4 Upon termination of the Contract:
- a. subject to clause 13.5.5, the Commonwealth shall retain ownership of any Deliverables in respect of which title has passed to the Commonwealth under clause 6.10;
 - b. all Deliverables that have been Accepted by the Commonwealth shall be deemed to be owned by the Commonwealth (whether or not ownership has passed under clause 6.10); and
 - c. the Contractor shall be entitled to payment for the Deliverables referred to in clause 13.5.4b in accordance with the payment terms of the Contract, having regard to the amounts already paid or payable in respect of the Deliverables and the condition of the Deliverables at that time.
- 13.5.5 The Commonwealth may, in a termination notice under clause 13.2 or 13.4, require Deliverables not owned by the Commonwealth in the possession of the Contractor or a Subcontractor (whether completed or not) to be delivered to the Commonwealth and:
- a. the Contractor shall deliver the Deliverables (in their current state of development) in accordance with the notice;
 - b. ownership in the Deliverables shall pass to the Commonwealth upon delivery, free of any Security Interest; and
 - c. the Contractor shall be entitled to payment for the Deliverables in accordance with the payment terms of the Contract, having regard to the amounts already paid or payable in respect of the Deliverables and the condition of the Deliverables at that time.
- 13.5.6 The Commonwealth may, in a termination notice under clause 13.2, require the Contractor to retake possession of Deliverables previously delivered to the Commonwealth under the Contract and:
- a. the Contractor shall retake possession of the Deliverables in accordance with the notice;
 - b. ownership in the Deliverables shall pass to the Contractor upon delivery, free of any Security Interest; and

- c. the Commonwealth shall be entitled to repayment for the Deliverables in accordance with the payment terms of the Contract, having regard to the amounts already paid or payable in respect of the Deliverables.

13.5.7 The rights of the Commonwealth to terminate or reduce the scope of the Contract under clauses 13.2 and 13.4 are in addition to any other right or remedy the Commonwealth may have in relation to the Contract.

13.6 General Provisions for Reductions in Scope (Core)

13.6.1 If the Commonwealth gives a notice under clause [INSERT CLAUSE “1.9.17” OR “1.9.27” IF APPLICABLE], 1.10, 13.4 or 14.1 to reduce the scope of the Contract, the Contractor shall, in respect of the Services being removed from the scope of the Contract (‘Removed Services’):

- a. comply with some or all of the Phase Out provisions in clause 14 as directed by the Commonwealth and from the date specified to the Contractor by the Commonwealth;
- b. cease performing the Removed Services on and from the date(s) specified in the notice;
- c. provide to the Commonwealth, as required by the Commonwealth:
 - (i) all documents and data in the possession, power or control of the Contractor or Contractor Personnel, which:
 - 1) relate to the Removed Services and are not otherwise required to perform the remainder of the Contract; and
 - 2) contain or relate to any Commonwealth Confidential Information or which are security classified;
 - (ii) all existing Technical Data relating to the Removed Services; and
 - (iii) all Commonwealth Property in the possession, power or control of the Contractor or Contractor Personnel, except to the extent (if any) that the Contractor is obliged or authorised to retain the property under a contract or contracts, other than the Contract, with the Commonwealth,

within 20 Working Days after receipt of the notice, or as required by the Commonwealth;
- d. within 30 Working Days after receipt of the notice, submit a CCP in accordance with clause 11.1 to give effect to the notice, including to:
 - (i) remove the Removed Services from the SOW and other parts of the Contract;
 - (ii) reduce the amounts payable to the Contractor under this Contract to reflect the removal of the Removed Services; and
 - (iii) make such other amendments as necessary or convenient to be made to give effect to the notice; and
- e. without limiting clause 11.7, the Contractor shall provide, upon request to the Commonwealth, accurate financial data to allow the Commonwealth to determine the appropriate reduced payment amount.

13.7 Right of Commonwealth to Recover Money (Core)

13.7.1 Without limiting the Commonwealth’s other rights or remedies under the Contract, if the Commonwealth elects, in accordance with the Contract, to recover an amount from the Contractor or the Contractor otherwise owes any debt to the Commonwealth in relation to the Contract, the Commonwealth may:

- a. deduct the amount from payment of any claim; or
- b. give the Contractor a notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days after receipt of notice.

13.7.2 The Commonwealth may exercise any or all of its rights in respect of any security provided in accordance with clauses 7.5 or 7.5.5b to recover any debt owing by the Contractor, except to the extent otherwise recovered by the Commonwealth under clause 13.7.1.

13.7.3 If the Commonwealth deducts the amount of a debt from any payment or security, it shall notify the Contractor that it has done so.

- 13.7.4 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Contractor shall pay to the Commonwealth interest at the ATO sourced General Interest Charge rate current at the date the payment was due for each day the payment is late.

13.8 Survivorship (Core)

- 13.8.1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract, and any rights arising on termination or expiration shall survive the termination or expiration of the Contract on its terms.
- 13.8.2 Without limiting clause 13.8.1, any provision dealing with Confidential Information, IP, Defence Security, Privacy, Spare Parts and Support and any warranties, guarantees, licences (other than the licence given under clause 3.7), performance of the Contractor's obligations under clause 13.8.2, indemnities, liability caps, rights to recover money or financial and performance securities given under the Contract shall survive the termination or expiration of the Contract on its terms.

14 PHASE OUT

14.1 Application of Phase Out Provisions (Core)

Note to drafters: Select Option A below when Award Terms or Renewal Terms are selected for Contract extensions under clause 1.9, and update subclause b where indicated. Select Option B when a fixed Term is selected under clause 1.9.

- 14.1.1 This clause 14 applies and Phase Out commences:

Option A: If there is an Off Ramp Date

- a. if the Off Ramp Date occurs, in respect of all Services from the Off Ramp Date or as otherwise advised to the Contractor by the Commonwealth;
- b. if the Commonwealth gives an Extension Notice that includes a reduction in the scope of the Contract for the **[INSERT EITHER "Award Term" OR "Renewal Term"]** pursuant to clause 1.10, in respect of the Services removed from the date specified in the Extension Notice or as subsequently advised to the Contractor by the Commonwealth, but such date shall not be prior to the Off Ramp Date applicable as the date of the Extension Notice;

Option B: If there is no Off Ramp Date (ie, a Fixed Term contract with no Contract extension)

- c. if the Commonwealth gives notice in accordance with clause 1.9.23, in respect of all Services from the date and to the extent specified in the notice or as subsequently advised to the Contractor by the Commonwealth;
 - d. if the Commonwealth gives a notice terminating the Contract under clauses 13.2 or 13.4, in respect of all Services from the date and to the extent specified in the notice or as subsequently advised to the Contractor by the Commonwealth;
 - e. if the Commonwealth gives a notice reducing the scope of the Contract under clause 13.4, in respect of the Services being removed from the scope of the Contract from the date and to the extent specified in the notice or as subsequently advised to the Contractor by the Commonwealth; or
 - f. if there is a termination of the Contract or a reduction in scope of the Contract for any other reason (including by CCP), in respect of the Services being terminated or removed from the scope of the Contract from the date and to the extent specified in the notice or as subsequently advised to the Contractor by the Commonwealth or as agreed between the parties,
- and the Services within the scope of clause 14.1.1a to 14.1.1e, as applicable, are referred to as the **'Services being Phased Out'**.

14.2 Objective of Phase Out (Core)

- 14.2.1 The parties acknowledge that the objective of Phase Out is to prepare for and undertake the activities, including Phase Out activities, necessary to enable, as applicable:

- a. the orderly transition of the Services being Phased Out to the Commonwealth or another contractor appointed by the Commonwealth; or
 - b. the orderly cessation of the Services being Phased Out if one or more of the Products that form the basis of the Capability are being withdrawn from service.
- 14.2.2 During Phase Out, the Contractor shall provide the Services being Phased Out in accordance with the Contract, as modified by clause 14.4.2.
- 14.2.3 The Contractor acknowledges that, except to the extent that one or more Products are being withdrawn from service:
- a. it is essential for the continuing operation of the ADF that there is no interruption to the provision to the Commonwealth of the Services being Phased Out as a result of the transition from the Contractor to the Commonwealth or an incoming contractor;
 - b. the transfer of highly skilled and trained Personnel from the Contractor to the Commonwealth or the incoming contractor may be of paramount importance for the satisfactory performance of services the same as or similar to the Services being Phased Out; and
 - c. the transfer of any Industrial Capabilities, which are resident in Subcontractors and identified as AIAs in Attachment F, to the incoming contractor (for example, through novation of the relevant Subcontract) may be of paramount importance for the satisfactory performance of services the same as or similar to the Services being Phased Out.

14.3 Completion of Phase Out (Core)

- 14.3.1 The Contractor's obligations under this clause 14 and the Approved Phase Out Plan shall survive termination or expiry of the Contract.
- 14.3.2 In the event of termination or expiry of the Contract:
- a. where the Commonwealth reasonably considers that the Contractor has failed to fully comply with its obligations under this clause 14 or the Approved Phase Out Plan; or
 - b. the Approved Phase Out Plan requires the Contractor to perform obligations after termination or expiry of the Contract,
- then the terms of the Contract, modified if applicable by the terms of the Approved Phase Out Plan, shall continue to apply until the Commonwealth gives notice to the Contractor that the Contractor has complied with its obligations under this clause 14 and the Approved Phase Out Plan, or the parties otherwise agree.

14.4 General Provisions for Phase Out (Core)

- 14.4.1 The Contractor shall in respect of the Services being Phased Out:
- a. co-operate with the Commonwealth to implement the applicable Approved Phase Out Plan and comply with its obligations under that plan; and
 - b. comply with clause 2.8 of the SOW and this clause 14.
- 14.4.2 In respect of the Services being Phased Out, the Commonwealth may direct the Phase Out of:
- a. the types of the Services being Phased Out;
 - b. the number of Products Being Supported; and
 - c. the frequency, scheduling or sequencing of the Services being Phased Out,
- to occur:
- d. in accordance with the Approved Phase Out Plan;
 - e. as directed by the Commonwealth, including on a gradual basis, or stepped basis at a particular time or times or for a particular period; or
 - f. as otherwise agreed.

- 14.4.3 To implement the Phase Out in accordance with clause 14.4.2, the Commonwealth may direct the Contractor to submit one or more of the following:
- a. an update of the existing Approved Phase Out Plan for Approval; and
 - b. an additional Phase Out Plan for Approval in respect of the Services being Phased Out (where the existing Approved Phase Out Plan is not suitable).
- 14.4.4 If the Commonwealth gives a direction in accordance with clause 14.4.2, the Contractor shall, within 20 Working Days after receipt of the notice, provide to the Commonwealth:
- a. details of the reductions proposed in the amounts payable by the Commonwealth to the Contractor to reflect the reduction in cost to the Contractor of no longer providing the Services being Phased Out; and
 - b. detailed financial data and supporting information to allow the Commonwealth to determine the reduction in cost to the Contractor of no longer providing the Services being Phased Out and the appropriate reduced payment amount and any additional amounts payable.
- 14.4.5 Upon receipt of the information required by clause 14.4.4, the Commonwealth may, in respect of the proposed amounts payable:
- a. accept the proposed amounts payable and direct the Contractor to promptly submit a CCP in accordance with clause 11.1 to reflect the Phase Out of the Services being Phased Out and reduction in the scope of the Services, including the amounts payable; or
 - b. reject the proposed amounts payable, giving reasons.
- 14.4.6 If the parties are unable to agree on the amounts payable within 20 Working Days, the parties shall seek Dispute resolution in accordance with clauses 13.1 in respect of the amounts payable, having regard to the information provided pursuant to clause 14.4.4b and any other relevant information.
- 14.4.7 The Commonwealth is not obliged to make any payment to the Contractor during Phase Out except as expressly provided for in the Contract.
- 14.4.8 The Commonwealth may require the Contractor to submit a quote for the provision of S&Q Services pursuant to clause 3.15 for the provision of additional services (not otherwise provided under the existing Approved Phase Out Plan or the Contract), which are required to facilitate the transition of the Services being Phased Out to the Commonwealth or to an incoming contractor, or for the cessation of Services being Phased Out. The additional Services may include the provision of:
- a. training to an incoming contractor and/or Commonwealth Personnel; and
 - b. Services in relation to the disposal of Products.

14.5 Transition to a New Contractor (Optional)

- 14.5.1 As part of Phase Out, the Contractor shall (unless the Commonwealth has determined that the Products will be withdrawn from service):
- a. provide to the Commonwealth (or any person nominated by the Commonwealth and subject to the person having agreed to be bound by appropriate obligations of confidentiality), within five Working Days after receipt of a request by the Commonwealth Representative, information and documents relating to the Contractor's provision of the Services being Phased Out. The information and documents which may be required may include:
 - (i) answers to questions in relation to the methods and processes used for provision of the Services being Phased Out;
 - (ii) a full set of Standard Operating Procedures in relation to the operation and Maintenance of the Products Being Supported that are able to be accessed and used by the Commonwealth or its nominee;
 - (iii) Technical Data relevant to the provision of the Services being Phased Out; and

- (iv) Maintenance records or logs, any relevant asset details (including condition reports and expected life spans), arising rates and consumable usage rates, Maintenance efforts for Corrective Maintenance and Preventive Maintenance, historical measurements of KPIs and similar information for the period requested by the Commonwealth;
- b. fully co-operate with the Commonwealth and any incoming contractor and do all tasks and things as may be reasonably necessary to ensure the smooth transition of the Services being Phased Out from the Contractor to the incoming contractor or the Commonwealth (as the case may be) in a manner which ensures no interruption of the Services being Phased Out;
- c. use all reasonable endeavours to resolve any issues arising with the transition from the Contractor to the incoming contractor or the Commonwealth (as the case may be);
- d. comply with all reasonable directions from the Commonwealth Representative, having regard to the requirements of the Commonwealth or the incoming contractor;
- e. other than in respect of documents, property or information required for the provision of the Services (other than the Services being Phased Out), upon request from the Commonwealth or otherwise prior to the Contractor ceasing to provide a Service being Phased Out:
 - (i) provide to the Commonwealth all documents in its possession, power or control, or in the possession, power or control of Contractor Personnel, which contain or relate to any Commonwealth or third party Confidential Information or which are security classified;
 - (ii) deliver to the Commonwealth all existing Technical Data; and
 - (iii) return to the Commonwealth (or such other person as directed by the Commonwealth Representative) all Commonwealth Property, Commonwealth data and any other property or information provided by the Commonwealth to the Contractor,
in connection with or arising from the Services being Phased Out, in the condition required by the Contract and to the satisfaction of the Commonwealth Representative;
- f. engage in briefings as required by the Commonwealth Representative and the incoming contractor with a view to ensuring that the Commonwealth or incoming contractor have sufficient information to provide the Services being Phased Out or goods or services of a similar nature to the Services being Phased Out;
- g. take all reasonable steps to facilitate the transfer of the Personnel who wish to transfer to the incoming contractor or the Commonwealth and who are accepted for engagement by the incoming contractor or the Commonwealth. If such Personnel do not wish to transfer, the Contractor shall make reasonable efforts to provide the services of such Personnel to the incoming contractor or the Commonwealth, by way of subcontract, at reasonable rates for a reasonable period agreed with the incoming contractor or the Commonwealth;

Option: For use if Subcontracts are to be novated, including in relation to AIAs, and Contractor equipment is to be transferred to the incoming contractor or the Commonwealth.

- h. subject to clause 14.5.1b, novate to the Commonwealth, or to any person nominated by the Commonwealth, any Subcontract as required by the Commonwealth Representative on the terms of a novation deed that are reasonably satisfactory to the Commonwealth Representative;
- i. if any Subcontract is not specific to the Contract, use its reasonable endeavours to procure the Subcontractor to enter into a contract with the Commonwealth, or any person nominated by the Commonwealth, as required by the Commonwealth Representative on terms reasonably satisfactory to the Commonwealth Representative; and
- j. if required by the Commonwealth Representative, use its reasonable endeavours to arrange for the transfer to the Commonwealth, or a person nominated by the Commonwealth Representative, of any of the following, if and to the extent that the following arrangements and items are used by the Contractor solely in the performance of the Contract:
 - (i) leases or service agreements; and
 - (ii) hardware, software, parts, components, consumables or equipment used by the Contractor to provide, or provided as part of, the Services being Phased Out at the Contractor's then depreciated book value of those items or a fair market value (whichever is the lesser amount).

14.5.2 The Commonwealth may use the information referred to in clause 14.5.1a to prepare for and undertake a procurement process associated with the Capability or the subject matter of the Services being Phased Out, including for the preparation of procurement documents, and recipients of the documents may use the information to undertake due diligence activities and prepare tender responses. Nothing in clause 5 restricts or otherwise affects the Commonwealth's rights under this clause 14.5.2, and nothing in this clause 14.5.2 restricts or otherwise affects the Commonwealth's rights under clause 5.

14.6 Contractor's Obligations on Withdrawal of Products from Service (Optional)

- 14.6.1 If the Commonwealth gives a notice to the Contractor that one or more of the Products that form the basis of the Capability will be withdrawn from service and the Services associated with those Products are Services being Phased Out, the Contractor shall in accordance with the Approved Phase Out Plan and this clause 14.6.1:
- a. subject to the rights and obligations set out in clause 5, within five Working Days after receipt of a request by the Commonwealth Representative, provide to the Commonwealth information and documents relating to the Contractor's provision of the Services being Phased Out which may be required by the Commonwealth to facilitate the withdrawal of the Products from service. The information required may include:
 - (i) Technical Data relevant to the provision of the Services being Phased Out; and
 - (ii) Maintenance records or logs, any relevant asset details (including condition reports and expected life spans), arising rates and consumable usage rates, maintenance efforts for Corrective Maintenance and Preventive Maintenance, historical measurements of KPIs and similar information for the period requested by the Commonwealth;
 - b. fully co-operate with the Commonwealth and any Associated Party and do all tasks and things as may be reasonably necessary to facilitate the withdrawal of the Products from service;
 - c. comply with all reasonable directions from the Commonwealth Representative; and
 - d. upon request from the Commonwealth or otherwise prior to the Contractor ceasing to provide a Service being Phased Out, return to the Commonwealth (or such other person as directed by the Commonwealth Representative) all Commonwealth Property, Commonwealth data and any other property or information that relate to the Products to be withdrawn from service (other than such property or information required for the

provision of the Services (other than the Services being Phased Out)) and that were provided by the Commonwealth to the Contractor under or in connection with the Contract, in the condition required by the Contract and to the satisfaction of the Commonwealth Representative.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of
THE COMMONWEALTH OF AUSTRALIA:

(signature) (print name and position) (date)

In the presence of:

(signature of witness) (print name of witness) (date)

SIGNED for and on behalf of
THE CONTRACTOR:

Note for Contract Signature: *Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:*

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>.

This guidance is developed for Commonwealth Personnel and should be used to assess the Contractor's execution of the Contract. The Contractor should seek its own independent legal advice on its execution of the Contract.

(INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE)

ATTACHMENT A

STATEMENT OF WORK (CORE)

Note to tenderers: Attachment A will consist of an amalgamation of the draft SOW and the successful tenderer's response.

ATTACHMENT B

PRICE AND PAYMENTS (CORE)

Note to tenderers: Attachment B will consist of an amalgamation of information contained in this draft Attachment, TDR D, the successful tenderer’s response including details tendered in the ASDEFCON ‘Support Pricing Workbook’ (SPTPW), and any negotiated changes.

1. PRICING STRUCTURE (CORE)

1.1 Attachment B consists of the following structure:

Note to drafters: Once the Attachment is tailored, update the following table of contents field to remove CORE and OPTIONAL markers.

| Clause | page |
|---|------|
| 2 Mobilisation Payments and Milestone Payments (CORE) | 2 |
| 3 Recurring Services (CORE)..... | 2 |
| 4 Performance Payments (CORE) | 3 |
| 5 Task-Priced Services (CORE) | 3 |
| 6 S&Q Services (CORE) | 4 |
| 7 Adjustments (CORE)..... | 5 |
| 8 Schedule of Rates (CORE) | 8 |
| 9 Australian Contract Expenditure (CORE) | 8 |
| 10 Contractor Standing Capability (OPTIONAL) | 10 |

Note to drafters: Amend the following table for the Annexes and schedules required for the draft Contract (eg, delete ‘CSC pricing’ if not applicable). Some Annexes will include a file for the pricing table, such as a PDF copy of a worksheet from the SPTPW. For Recurring Services, multiple schedules (one for each period) will be included in Annex B. File names may be added prior to ED, when known. Example file names are based on worksheet tabs within the SPTPW.

| Annex | Title | File Names |
|-------|--|---|
| A | Milestone Payments | Milestone Payments Schedule |
| B | Recurring Services | Schedule CS1: Core Services OD to X Schedule CS2: Core Services X to Y Schedule CS3: Core Services Y to Z ... Schedule ES1: Excluded Services |
| C | Performance Payments | (no schedules) |
| D | Task-Priced Services | Task Priced Services |
| E | S&Q Services | S and Q Services |
| F | Adjustments | Adjustments |
| G | Schedule of Rates | Schedule 1: Labour Rates Schedule 2: Schedule of Margins |
| H | Contractor Standing Capability Pricing | Contractor Standing Capability |

1.1.1 The dates specified in the Delivery Schedule at Attachment C shall have precedence over any dates specified in this Attachment B in the event of any inconsistency.

ATTACHMENT B

- 1.1.2 The obligations of the Commonwealth under this Attachment B are subject to the:
- a. Contractor making a claim for payment in accordance with clause 7.3 of the COC; and
 - b. other provisions of the Contract.
- 1.1.3 Except where expressly indicated to the contrary, the amounts set out in this Attachment B are inclusive of all costs and other payments associated with providing the Services (including achieving the Milestones) 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.

2 MOBILISATION PAYMENTS AND MILESTONE PAYMENTS (CORE)

Note to tenderers: Clause 2 and Annex A will consist of an amalgamation of the price schedules in TDR D, the successful tenderer's response, and any negotiated changes.

2.1 Introduction

- 2.1.1 This clause 2 describes the amounts payable by the Commonwealth to the Contractor for the achievement of Milestones (**INSERT THE FOLLOWING WHERE A MOBILISATION PAYMENT HAS BEEN AGREED, "or as a Mobilisation Payment"**) in accordance with the Contract.

2.2 Mobilisation Payment (RFT CORE)

- 2.2.1 The amount of the Mobilisation Payment is (**INSERT AMOUNT OF MOBILISATION PAYMENT**).
- 2.2.2 The Commonwealth shall pay to the Contractor the Mobilisation Payment upon (**INSERT CRITERIA FOR MOBILISATION PAYMENT**).

2.3 Milestones

Note to drafters: Populate the 'Milestone Schedule' worksheet of the SPTPW consistent with Milestones in draft Attachment C. Refer to TDR D for details.

- 2.3.1 The Milestone Payment Schedule is detailed in the file: (...INSERT the file name for the "Milestone Schedule" from the workbook...), and forms Annex A to this Attachment.
- 2.3.2 Attachment C sets out the Milestone details for the Contract, including the entry and exit criteria and the Milestone Dates. Annex A details the Milestone Payments for the Contract (noting that some Milestones may not have a Milestone Payment (ie, 'nil payment Milestones')).
- 2.3.3 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in the Milestone Schedule.
- 2.3.4 The Contractor is taken to have achieved a Milestone only if all of the corresponding criteria for the Milestone, as set out in Attachment C, have been satisfied.

3 RECURRING SERVICES (CORE)**3.1 Introduction**

- 3.1.1 This clause 3, Annex B and the schedules to Annex B, describe the amounts payable by the Commonwealth to the Contractor for the provision of Recurring Services in accordance with the Contract.
- 3.1.2 The Recurring Services Fee is the sum of:
- a. the Core Services Fee (determined in accordance with clause 3.2); and
 - b. the Excluded Services Fee (determined in accordance with clause 3.3).

ATTACHMENT B

3.2 Core Services Fee

Note to drafters: Prepare a high-level Contract Work Breakdown Structure (CWBS) in the 'Menus' worksheet of the SPTPW, for use in 'Core Services' worksheets. Refer also to TDR D.

Note to tenderers: In relation to Core Services Fees, Annex B schedules will consist of an amalgamation of the SPTPW 'Core Services' worksheets for the successful tenderer's response to TDR D, and any negotiated changes.

- 3.2.1 The Core Services schedules, at Annex B to this Attachment, set out the Core Services Fees for the Contract.
- 3.2.2 The Commonwealth shall pay to the Contractor, for the provision of the Core Services, the Core Services Fees comprising:
- a. a Base Fee, paid monthly in arrears; and
 - b. a Performance Payment, unless suspended during a Performance Implementation Period in accordance with Annex C, paid monthly in arrears, which may be adjusted following each Review Period as determined in accordance with Annex C.

3.3 Excluded Services Fee

Note to drafters: Excluded Services Fees apply to costs that are 'passed through' without profit. Increments in these fees reflect changes in these costs (eg, following occupation of GFF). If not applicable to the draft Contract, the clauses below should be replaced with 'Not used'. If applicable, and relevant dates are known, drafters should prepare the 'Menus' and the 'Excluded Services' worksheets in the SPTPW. Refer also to TDR D.

Note to tenderers: In relation to Excluded Services, Annex B schedules will consist of an amalgamation of the SPTPW 'Excluded Services' worksheets for the successful tenderer's response to TDR D, and any negotiated changes.

- 3.3.1 The Excluded Services schedule, at Annex B to this Attachment, sets out the Excluded Services Fees for the Contract.
- 3.3.2 The Commonwealth shall pay to the Contractor the amounts specified in the Excluded Services schedule(s) monthly in arrears.

4 PERFORMANCE PAYMENTS (CORE)

Note to drafters: Ensure that the Performance Payment requirements in Annex C are consistent with the Performance Assessment requirements in Attachment P and that, together, these are consistent with the level of Core Services available (including during any Ramp Up stages) for the relevant period, as identified through Annex B.

Note to tenderers: Annex C will consist of an amalgamation of the price schedules in TDR D, the successful tenderer's response, and any negotiated changes.

4.1 Calculation of Performance Payments

- 4.1.1 Annex C describes the basis on which Performance Payments are calculated and payable by the Commonwealth to the Contractor in accordance with the Contract.

5 TASK-PRICED SERVICES (CORE)

Note to drafters: Prior to RFT release drafters may list expected 'Task-Priced Services' in the 'Task Priced' worksheet in the SPTPW. Refer to TDR D for details.

Note to tenderers: Annex D will consist of an amalgamation of the SPTPW 'Task Priced' worksheet from the successful tenderer's response to TDR D, and any negotiated changes.

5.1 Introduction

- 5.1.1 The amounts payable by the Commonwealth to the Contractor for the provision of Task-Priced Services, in accordance with the Contract, are detailed in the file: (...INSERT the file name for the "Task-Priced Services worksheet" from the SPTPW...), and forms Annex D to this Attachment.

ATTACHMENT B

5.2 Task-Priced Services

- 5.2.1 The Commonwealth may request Task-Priced Services by notice, in accordance with clause 3.14 of the COC.
- 5.2.2 For each Task-Priced Service the Commonwealth shall pay to the Contractor the price for the Task-Priced Service, as specified in the Annex D, applicable to that month in which the Task-Priced Service was Accepted in arrears at the end of that month or in such other manner as may be agreed in writing by the parties in respect of that Task-Priced Service.

6 S&Q SERVICES (CORE)

Note to drafters: Prior to RFT release drafters should refer to the 'S&Q Services' worksheet in the SPTPW and review and revise the value thresholds for the application of mark-ups on subcontracts, materials and other Allowable Costs, as applicable. Refer to TDR D for details.

Note to tenderers: Annex E will consist of an amalgamation of the SPTPW 'S&Q Services' worksheet from the successful tenderer's response to TDR D, and any negotiated adjustments. The definition of 'normal time' will consist of the successful tenderer's response to TDR D and any negotiated changes.

6.1 S&Q Rates

- 6.1.1 The amounts payable by the Commonwealth to the Contractor for the provision of S&Q Services, in accordance with the Contract, shall be determined using the:
- a. labour categories and skill levels for labour rates; and
 - b. mark-ups on purchased materials, Subcontract costs and other Direct Costs,
- as detailed in the file: (...INSERT the file name for the "S&Q Services worksheet" from the SPTPW...), which forms Annex E to this Attachment.
- 6.1.2 For the purposes of defining "normal time" and "other time" labour rates:
- a. "normal time" is defined as (...INSERT definition of "normal time" EG, "eight hours per day between 07:00 – 19:00"...) on a Working Day; and
 - b. "other time" includes all times other than "normal time".

Option: Include the following clause when foreign currencies are applicable.

- 6.1.3 If an S&Q Service will include component costs in foreign currencies, for rates that are not included in Annex E, values are to be quoted in source currency and equivalent Australian dollars (using the Reserve Bank of Australia rate as at the day prior to the submission of the S&Q Quote) inclusive of all applicable taxes and other duties, or as otherwise agreed between the parties.
- 6.1.4 Where an S&Q Quote is submitted that includes amounts priced in foreign currencies, and equivalent Australian dollar amounts determined in accordance with clause 6.1.3, the Commonwealth may elect to pay any amounts under any resulting S&Q Order in either source currency or Australian dollars, as applicable.

6.2 Not-To-Exceed S&Q Services

- 6.2.1 This clause applies to an S&Q Service to the extent that the S&Q Order specifies a Not-To-Exceed basis for pricing and payment.
- 6.2.2 The Commonwealth shall, for each Not-To-Exceed S&Q Service, pay to the Contractor, monthly in arrears, the lesser of:
- a. the costs incurred by the Contractor in performing the S&Q Service, calculated using the labour rates specified in Annex E and by applying the mark-up specified in Annex E to materials, Subcontract and other Direct Costs (where applicable); or
 - b. the Not-To-Exceed price set out in the S&Q Order.

ATTACHMENT B

6.3 Firm Price S&Q Services

- 6.3.1 This clause applies to an S&Q Service to the extent that the S&Q Order specifies a Firm Price basis for pricing and payment.
- 6.3.2 The Commonwealth shall, for each Firm Price S&Q Service, pay to the Contractor, monthly in arrears, the following:
- a. if the Contractor achieves a milestone specified in the S&Q Order, the amount specified for the milestone in the S&Q Order;
 - b. upon Acceptance of the S&Q Service (and Acceptance of any associated Deliverables), any amount specified in the S&Q Order as being payable upon Acceptance; and
 - c. any other amount specified to be payable in accordance with the S&Q Order.

7 ADJUSTMENTS (CORE)

Note to tenderers: Clause 7, including Annex F, will consist of an amalgamation of the successful tenderer's response to TDR D, including the SPTPW 'Adjustments' worksheet, and any negotiated adjustments. Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula set out below.

7.1 General

Note to tenderers: The Adjustment Date is defined in the Glossary in relation to the Effective Date. Where this is not optimal with respect to the publishing of applicable labour and materials indices, tenderers may identify a more suitable date (eg, that corresponds to the release of pricing indices in the predominant currency used under any resultant Contract).

- 7.1.1 In this clause 7, the following interpretations apply:
- a. when applicable, the pricing tables in the Annexes to this Attachment are adjusted from the Adjustment Date, in accordance with clause 7.4 of the COC;
 - b. the price for a Milestone is the price applicable to the due date for the achievement of that Milestone (ie, not a price applicable to a later date, if achievement of the Milestone or if the invoice was submitted subsequent to the Adjustment Date);
 - c. subject to paragraph b, the price for a Service is the price applicable to the period of when the Service was performed, not the date of the invoice (ie, if the invoice was submitted subsequent to the Adjustment Date);
 - d. for any Excluded Services Fee applicable to an amount that is charged by Defence (eg, a utilities contribution for GFF), the adjusted price is to be determined from the amount of the Commonwealth charge plus the Indirect Overheads (including general and administrative charge), rather than indices;
 - e. in accordance with clause 7.4.1b of the COC, unless stated otherwise in an S&Q Order, prices for an S&Q Service are not subject to an adjustment;
 - f. if a source of an index publishes provisional and final index values, only index values designated as final shall be used;
 - g. subject to paragraph f, if a quarterly index is published more than once, for the purposes of the formulae, the index value to be used (for the quarter preceding the Adjustment Date) shall be the first index value officially published in the quarter following that quarter; and
 - h. if an index is discontinued, rebased or modified and the entity publishing that index provides official guidance on the replacement, bridging or re-baselining methodology to be applied, that guidance should be used as one of the inputs for determining any required update to the index.

ATTACHMENT B

7.2 Adjustment Process (CORE)

Note to drafters: Include the words “and foreign exchange rates” in the following clause if payments will not be made in source currency.

7.2.1 For each price (excluding labour rates for S&Q Services) subject to adjustment for fluctuations in the cost of labour and materials [..., and foreign exchange rates...] identified in this Attachment B, the following price adjustment formula shall be applied in accordance with clause 7.4 of the conditions of contract:

Note to drafters: There are two options provided for adjusting prices / S&Q rates:

- **Option A allows for one labour index and/or one materials index to be applied for all prices in a source currency (ie, for each currency, only two indices can be used).**
- **Option B allows for multiple labour and/or materials price indices to be applied to different prices, in each source currency.**

Option A is the simpler method, using only two indices that reflect the broad-based changes to labour and materials prices in a given currency. This method can be less accurate with divergence between average and actual prices occurring over time, and assistance from Commercial and Financial Analysis (CFA) may be required to review and readjust pricing after a number of years.

Option B provides greater accuracy but requires numerous indices and a more complex formula. This method uses sets of indices and corresponding component weightings, which can be applied to one or more prices. This option is suited to higher value contracts that include Prescribed ACE Percentages, when adjustments to the calculation of Australian Contract Expenditure (ACE) and Imported Contract Expenditure (ICE) require greater accuracy.

Both options apply a formula to an individual price or rate for S&Q Services on the assumption that the Commonwealth will pay in source currency. If the foreign currency amount is relatively low, and the Commonwealth chooses to only pay in Australian dollars, then the price adjustment formula will need to be modified to include foreign labour and/or materials indices.

Option A: For when pricing in each currency will be adjusted using one labour index and/or one materials index.

$$P_1 = \left(Y * \frac{L_1}{L_0} + Z * \frac{M_1}{M_0} \right) * P_0$$

where, for each applicable source currency:

| Ref | Description |
|----------------|---|
| P ₁ | the new (ie, adjusted) price, to apply on and from the Adjustment Date. |
| P ₀ | the price applicable immediately prior to the relevant Adjustment Date. |
| Y | the component of a price (expressed as a decimal) specified in Annex F, which is attributed to a labour index series. |
| L ₁ | the labour index value (number) for a labour index series (L) specified in Annex F, as published for the quarter preceding the quarter containing the relevant Adjustment Date. |
| L ₀ | the labour index value (number) for the labour index series (L) specified in Annex F, that was used for the previous price adjustment or, in respect of the first price adjustment, the published index value for the quarter preceding the quarter containing the Base Date. |
| Z | the component of a price (expressed as a decimal) specified in Annex F, which is attributed to a materials index series. |
| M ₁ | the materials index value (number) for a materials index series (M) specified in Annex F, as published for the quarter preceding the quarter containing the relevant Adjustment Date. |
| M ₀ | the materials index value (number) for the materials index series (M) specified in Annex F, that was used for the previous price adjustment or, in respect of the first price adjustment, the published index value for the quarter preceding the quarter containing the Base Date. |

and where, for each price being adjusted, the sum of the components attributed to labour and materials equals one (ie, Y + Z = 1).

ATTACHMENT B

Option B: For use when more than one index for labour and/or one index for materials, may be applied to a price or set of prices.

$$P_n = \left(\sum_{i=1}^q \left(Y_i * \frac{L_n}{L_0} \right) + \sum_{k=1}^r \left(Z_k * \frac{M_n}{M_0} \right) \right) * P_0$$

where, for each applicable source currency:

| Ref | Description |
|----------------|---|
| P _n | the new (ie, adjusted) price, to apply on and from the Adjustment Date. |
| P ₀ | the price applicable immediately prior to the relevant Adjustment Date. |
| Y _i | the component of a price (expressed as a decimal) specified in Annex F, which is attributed to a labour index series. A labour index series tracks price variations for a labour category within a source currency. |
| L _n | the labour index value (number) for a labour index series (L _i) specified in Annex F, as published for the quarter preceding the quarter containing the relevant Adjustment Date. |
| L ₀ | the labour index value (number) for a labour index series (L _i) specified in Annex F, that was used for the previous price adjustment or, in respect of the first adjustment, the published index value for the quarter preceding the quarter containing the Base Date. |
| Z _k | the component of a price (expressed as a decimal) specified in Annex F, which is attributed to a materials index series. A materials index series tracks price variations for a category of materials within a source currency. |
| M _n | the materials index value (number) for a materials index series (M _k) specified in Annex F, as published for the quarter preceding the quarter containing the relevant Adjustment Date. |
| M ₀ | the materials index value (number) for the materials index series (M _k) specified in Annex F, that was used for the previous price adjustment or, in respect of the first adjustment, the published index value for the quarter preceding the quarter containing the Base Date. |
| i | is a number that identifies the labour component (Y _i) and the associated labour index series (L _i) in Annex F (eg, if i=1, Y _i =Y ₁ and L _i =L ₁). |
| q | is the number of labour indices in a price adjustment formula for a currency (eg, if q=3, there are three labour indices (L _i) with three related weightings (Y _i) identified in Annex F). |
| k | is a number that identifies the materials component (Z _k) and the associated materials index series (M _k) in the Annex F (eg, if k=2, Z _k =Z ₂ and M _k =M ₂). |
| r | is the number of materials indices in a price adjustment formula for a currency (eg, if r=2, there are two materials indices (M _k) with two related weightings (Z _k) identified in Annex F). |

and where, for each price being adjusted, the sum of all components (weightings) attributed to labour and materials equals one, ie:

$$\sum_{i=1}^q Y_i + \sum_{k=1}^r Z_k = 1$$

Note to drafters: Include the following clause in all draft Contracts (this is not part of Option B).

7.2.2 For labour rates for S&Q Services in Annex E to Attachment B, the following price adjustment formula shall be applied in accordance with clause 7.4 of the conditions of contract:

$$P_n = \frac{L_n}{L_0} * P_0$$

where, for each applicable source currency:

| Ref | Description |
|----------------|---|
| P _n | the new (ie, adjusted) rate for S&Q Services, to apply on and from the relevant Adjustment Date. |
| P ₀ | the labour rate for S&Q Services, as specified in Annex E, immediately prior to the relevant Adjustment Date. |
| L _n | the labour index value (number) for a labour index series (L _i) specified in Annex F, as published for the quarter preceding the quarter containing the relevant Adjustment Date. |

ATTACHMENT B

| | |
|----------------|---|
| L ₀ | the labour index value (number) for the labour index series (L _i) specified in Annex F, that was used for the previous rates adjustment or, in respect of the first adjustment, the published index value for the quarter preceding the quarter containing the Base Date. |
|----------------|---|

7.3 Indices

- 7.3.1 The Australian and international indices for the Contract, and the proportions attributed to labour and materials components of the prices, are detailed in the file: (...INSERT the file name for the “Adjustments” worksheet from the SPTPW...), and forms Annex F to this Attachment.

Note to drafters: Include the following note to tenderers when the simple adjustment formula is chosen under clause 7.2. If the complex adjustment formula is required, seek advice from CFA.

Note to tenderers:

Note 1: For labour costs incurred in Australia, the only Input based (cost of labour) index acceptable to the Commonwealth is ABS catalogue ‘Wage Price Index’ - Table 9B.

Note 2: For labour costs incurred overseas, the labour index must be an appropriate index published by an agency of the relevant Government.

Note 3: For the Australian materials component, ABS catalogue ‘Producer Price Indexes, Australia’ – Table 12 should be utilised.

Note 4: For the imported materials component, the index must be appropriate and published by an agency of the relevant Government.

8 SCHEDULE OF RATES (OPTIONAL)

Note to tenderers: Annex G will consist of an amalgamation of the SPTPW ‘Schedule of Rates’ and ‘Labour Pricing’ worksheets for the successful tenderer’s response to TDR D, and any negotiated changes.

8.1 Labour Rates and Margins

- 8.1.1 The Schedule of Labour Rates for the Contract is detailed in the file: (...INSERT the file name for the ‘Labour Rates’ tab from the workbook...), and forms Schedule 1 to Annex G to this Attachment.
- 8.1.2 The Schedule of Margins for the Contract is detailed in the file: (...INSERT the file name for the ‘Schedule of Margins’ tab from the workbook...), and forms Schedule 2 to Annex G to this Attachment.
- 8.1.3 The labour rates and margins that shall be applied by the Contractor (and Approved Subcontractors) in all CCPs under the Contract are detailed in the Schedule of Labour Rates and the Schedule of Margins.
- 8.1.4 Subject to clause 11.1.7 of the COC, the labour rates and margins that shall be applied by the Contractor (and Approved Subcontractors) for the cost of preparation of all CCPs under the Contract are detailed in the Schedule of Labour Rates and the Schedule of Margins.

9 AUSTRALIAN CONTRACT EXPENDITURE (CORE)

9.1 Australian Contract Expenditure Amounts (Core)

Note to tenderers: The following formula is built into the SPTPW for applicable worksheets and component price calculations.

- 9.1.1 Amounts for planned Australian Contract Expenditure (ACE) and planned Imported Contract Expenditure (ICE) are to be determined in accordance with clause 7.15 of the COC and, when required to be forecast for applicable payment types under the Contract, a calculated ACE percentage is to be determined in accordance with the following formula:

$$\text{calculated ACE\%} = \frac{\text{planned ACE}}{\text{planned ACE} + \text{planned ICE}} * 100$$

ATTACHMENT B

Note to drafters: If the Recurring Services Fee for the Contract is expected to exceed A\$20 million per annum, then Prescribed ACE Percentages against the Recurring Services Fee will be included at Attachment F (refer to Attachment F and TDR H). Option A, below, is to be included when any resultant Contract will NOT include Prescribed ACE Percentages, while Option B is to be included when any resultant Contract WILL include Prescribed ACE Percentages.

Option A: Include this option if the Contract will NOT include Prescribed ACE Percentages.

9.1.2 Where the Contractor is required to forecast a calculated ACE percentage for Recurring Services Fees, for a given period under the Contract (eg, for the duration of a Core Services Fees table), the Contractor shall use the ACE percentages from the schedules to Annex B or provide justification to the Commonwealth, in writing, for the use of any alternative estimate.

Option B: Include this option if the Contract WILL include Prescribed ACE Percentages.

9.1.3 For Recurring Services (including Core Services and, if applicable, Excluded Services), Table B-1 identifies:

- a. each ACE measurement period, including the ACE Measurement Point (column as defined in Attachment F);
- b. the planned ACE amount (column b) and the planned ICE amount (column c) for the applicable ACE measurement period, using the pricing details contained in Annex B to this Attachment B; and
- c. a calculated ACE percentage (column d), calculated in accordance with clause 9.1.1.

9.1.4 The Prescribed ACE Percentages, included at Attachment F as AIC Obligations, shall be based on the corresponding calculated ACE Percentages in Table B-1.

Note: The Prescribed ACE Percentage may be different to the calculated ACE percentage.

9.1.5 For each CCP prepared in accordance with clause 11.1 of the COC that affects the planned ACE and/or planned ICE values in Table B-1, the Contractor shall prepare, as part of the CCP, changes to Table B-1 and, when applicable, changes to the Prescribed ACE Percentages under clause 4 of Attachment F.

Note to drafters: ACE measurement periods will generally correspond to the pricing periods for Core Services Fees, during Ramp Up and then on an annual basis. As Ramp Up stages will often be proposed by tenderers. Table B-1 will be updated from the successful tenderer's response.

Note to tenderers: Table B-1 will consist of an amalgamation of the successful tenderer's response to TDR D and any negotiated changes. TDR H-3 requires tenderers to propose ACE measurement periods and Prescribed ACE Percentages for each ACE Measurement Point. Prescribed ACE Percentages may be different to the calculated ACE percentages (d) in Table B-1 but they should be consistent. Values for planned ACE in each period will be available from the 'Pricing Schedule' worksheet of the SPTPW, using data from Core Services and Excluded Services worksheets. Values for planned ICE can be calculated from the total contract expenditure, less the planned ACE, for the applicable measurement period.

Table B-1: ACE Measurement Points and calculated ACE percentages

| ACE measurement period (in accordance with Attachment F) (a) | | Planned ACE (\$) (b) | Planned ICE (\$) (c) | Calculated ACE% (d) |
|---|-----------------------|----------------------------|----------------------------|---------------------------|
| Start | ACE Measurement Point | | | |
| | | | | ()% |
| | | | | ()% |
| | | | | ()% |
| | | | | ()% |

ATTACHMENT B

9.2 Alternate and Additional Deeming Rates (RFT Core)

Note to drafters: Table B-2 may be pre-populated by the drafter with alternative and/or additional deeming rates, prior to tendering, when the Commonwealth considers that deeming rates other than those listed in the ACE Measurement Rules should be applied to the proposed Contract.

Note to tenderers: The Commonwealth will consider deeming rates other than those listed in the ACE Measurement Rules for the proposed Contract. Table B-2 will consist of the successful tenderer’s response to TDR D, and any negotiated adjustments.

9.2.1 Table B-2 below specifies alternate or additional Subcontract categories, thresholds and deemed ACE and ICE percentages for the purposes of the application of 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 Australian Contract Expenditure and Imported Contract Expenditure | |
|--|--------------------------------------|--|-------------------------------|
| | | Australian Contract Expenditure | Imported Contract Expenditure |
| (...INSERT description...) | (...INSERT threshold value...) | (...INSERT %...) | (...INSERT %...) |
| (...INSERT description...) | (...INSERT threshold value...) | (...INSERT %...) | (...INSERT %...) |

9.2.2 The parties acknowledge and agree that, in accordance with paragraph 4 of the ACE Measurement Rules, alternate deeming rates for indirect costs (including overhead and general and administrative costs) for the Contractor and specified Subcontractors shall be applied in accordance with Table B-3, as follows:

Table B-3: Deeming Rates for Indirect Costs

| Entity Name | Deemed ACE percentage | Deemed ICE% percentage |
|-------------------------------------|-----------------------|------------------------|
| (... INSERT CONTRACTOR NAME ...) | (...INSERT %...) | (...INSERT %...) |
| (... INSERT SUBCONTRACTOR NAME ...) | (...INSERT %...) | (...INSERT %...) |
| | | |

9.2.3 Upon notification by Defence’s Commercial and Financial Analysis (CFA) Directorate, that CFA has confirmed different alternate or additional deeming rates for the Contractor or a Subcontractor, the Contractor shall, within 20 Working Days, submit a CCP in accordance with clause 11.1 of the COC, to update Table B-2 or B-3 (as appropriate) to incorporate the new alternate or additional deeming rates.

10 CONTRACTOR STANDING CAPABILITY (OPTIONAL)

Note to drafters: To be included if the Contractor Standing Capability module is included as part of the draft Contract. Refer to the CSC Module for more information.

ANNEX B TO ATTACHMENT B

RECURRING SERVICES

1. INTRODUCTION

1.1 This Annex B identifies the pricing periods for Recurring Services Fees (including Core Services Fees and, if applicable, Excluded Services Fees) and the corresponding schedules containing pricing information.

2. CORE SERVICES

Note to tenderers: Table B-B-1 will be updated for any resultant Contract, subject to the successful tenderer’s response to TDR D-3, including the Support Pricing Workbook (SPTPW), and any negotiated changes.

Note to drafters: If known, Table B-B-1 and the ‘Menu’ worksheet of the SPTPW may be updated to include pricing periods for Core Services, including Ramp Up stages and subsequent annual periods for the Contract Term. Otherwise, tenderers will propose pricing periods in the SPTPW. For further information, refer to the SPTPW Guide, and for Ramp Up refer to the SOW Tailoring Guide.

The performance management framework may change during Ramp Up through a Performance Implementation Period (PIP). Refer to Annex C to this Attachment B and Annex B to Attachment P.

- 2.1 Table B-B-1 lists the schedules containing the Core Services Fees for each applicable pricing period.
- 2.2 Except to the extent that may otherwise be permitted under the COC, when progression from one pricing period to the next pricing period is:
 - a. linked to a Milestone, then payments in accordance with the current pricing period continue until the relevant Milestone criteria defined in Attachment C have been satisfied; or
 - b. linked to an Adjustment Date, the new pricing period commences from the Adjustment Date in accordance with clause 7.4 of the COC.

Table B-B-1: Pricing periods for Core Services

| No. | Pricing Period | Schedule Reference |
|-----|--|--------------------|
| (a) | (b) | (c) |
| 1 | Operative Date to [INSERT MILESTONE] | |
| 2 | [INSERT MILESTONE] to [INSERT MILESTONE] | |
| 3 | [INSERT MILESTONE] to [INSERT MILESTONE] | |
| | [INSERT MILESTONE] to [ADJUSTMENT DATE] | |
| | [INSERT YEAR BETWEEN ADJUSTMENT DATES] | |
| | | |

Notes on Table B-B-1:

- a. **No.:** A serial number assigned to each pricing period for the Core Services, including Ramp Up stages.
- b. **Pricing Period:** The pricing period, between applicable Milestones in Attachment C or the applicable year (ie, each year following a price adjustment in accordance with clause 8 of Attachment B).
- c. **Schedule Reference:** Reference to the file (eg, PDF of Excel worksheet) that forms the schedule to Annex B containing the pricing information for Core Services Fees, for the applicable pricing period.

3. EXCLUDED SERVICES

Note to drafters: Excluded Services Fees (for pass-through costs) do not apply to all contracts. If not required, the following note, clause and table may be deleted and the heading annotated as ‘Not used’. If applicable, update Table B-B-2 and the ‘Menu’ worksheet of the SPTPW to include expected pricing periods if known, and refer to events that trigger Excluded Services Fees, such as commencing occupation of GFF. When such events are identified, these should also be included as Milestones in

ANNEX B TO ATTACHMENT B

draft Attachment C. Otherwise clause 3.1 and Table B-B-2 should be retained in the draft Contract and updated subject to the successful tenderer’s response. Refer also to the SPTPW Guide.

Note to tenderers: Clause 3.1 and Table B-B-2 will be updated for any resultant Contract, subject to the successful tenderer’s response to TDR D-3, including the SPTPW, and any negotiated changes.

3.1 Table B-B-2 identifies the pricing period for Excluded Services Fees for each applicable pricing period.

Note to drafters: Example pricing period entries for the following table are to be included in the ‘Menus’ and ‘Excluded Services’ worksheets in the SPTPW. The table (below) assumes that Excluded Services Fee details will be included on one SPTPW worksheet and saved in a single PDF file. If there will be multiple files, un-merge the cells in column (c) and update accordingly.

Table B-B-2: Excluded Services Fee

| No. | Pricing Period | Schedule Reference |
|-----|--|--|
| (a) | (b) | (c) |
| 1 | [INSERT MILESTONE] to Operative Date | [INSERT REFERENCE TO EXCLUDED SERVICES FILE] |
| 2 | Operative Date to [INSERT MILESTONE] | |
| 3 | [INSERT YEAR BETWEEN ADJUSTMENT DATES] | |
| | | |

Notes on Table B-B-2:

- a. **No.:** A serial number assigned to each pricing period for Excluded Services.
- b. **Pricing Period:** The pricing period, between applicable Milestones in Attachment C or the applicable year (ie, each year following a price adjustment in accordance with clause 8 of Attachment B).
- c. **Schedule Reference:** Reference to the file (eg, PDF of Excel worksheet) that forms the schedule to Annex B containing the pricing information for Excluded Services Fees, for the applicable pricing period(s).

ANNEX C TO ATTACHMENT B

PERFORMANCE PAYMENTS (CORE)

Note to drafters: When preparing to develop this Annex, contact the PBC Directorate for advice and assistance

Note to tenderers: Annex C will consist of an amalgamation of the price schedules in TDR D, the successful tenderer's response, and any negotiated adjustments.

1 INTRODUCTION

1.1 This Annex C describes the basis on which Performance Payments are calculated and payable by the Commonwealth to the Contractor in accordance with the Contract.

2 AT-RISK AMOUNTS

2.1 Allocating the At-Risk Amount to KPIs

Note to drafters: The At-Risk Amount needs to be completed before the release of the RFT. Careful consideration is required in order to not set the At-Risk Amount too high (thus increasing risk) or too low (thus being ineffective). Refer to the PPBC Guide for ASDEFCON (Support) V4.0 for more information. Delete or include [...Subject to clause 4...] depending upon whether the Performance Implementation Period (PIP) will be included in the draft Contract.

2.1.1 [...Subject to clause 4...] the At-Risk Amount in respect of a Review Period is **[INSERT PERCENTAGE]**% of the Core Services Fee payable for the Review Period.

2.1.2 The At-Risk Amount is allocated to each KPI in accordance with Table C-1.

Table C-1: At-Risk Amounts and Weightings for each KPI

| KPI | Weighting (%) | Performance Incentive |
|---------------------------|---------------|-----------------------|
| (a) | (b) | (c) |
| KPI-01: [INSERT KPI NAME] | [...]% | |
| KPI-02: [INSERT KPI NAME] | [...]% | |
| KPI-03: [INSERT KPI NAME] | [...]% | |
| TOTAL | 100% | |

Notes for Table C-1:

- a. **KPI:** The serial number and name of the KPI, as per Attachment P.
- b. **Weighting:** The percentage of the At-Risk Amount allocated to the KPI.
- c. **Performance Incentive:** Is a Performance Incentive offered for this KPI ("yes" or "no"?).

3 PERFORMANCE PAYMENTS

3.1 Calculation of Performance Payment

3.1.1 The Commonwealth shall pay to the Contractor the Performance Payment, which is the sum of the amounts calculated in accordance with clause 3.2 and 3.3 (if applicable).

3.2 Entitlement to the At-Risk Amount (Core)

3.2.1 For each KPI and for each Review Period, the Contractor's entitlement to the At-Risk Amount shall be calculated in accordance with the following formula:

$$PARA = CSF \times ARA \times W \times APS$$

where:

PARA = the Contractor's entitlement to payment of the At-Risk Amount for the KPI for a Review Period

ANNEX C TO ATTACHMENT B

- CSF = the Core Services Fee payable for the Review Period
- ARA = the At-Risk Amount (expressed as a percentage)
- W = the percentage of the At-Risk Amount allocated to the KPI (the 'weighting') in accordance with clause 2
- APS = the APS for the relevant KPI for the Review Period determined in accordance with Attachment P, but if the APS is more than 100%, it is taken to be 100%

3.3 Entitlement to Performance Incentives (Optional)

Note to drafters: If Performance Incentives are included for one or more KPIs:

- **Optional clause 3.3 provides for the payment of a Performance Incentive when the APS exceeds 100%.**
- **To include this option the drafter must structure the APS calculation, in Attachment P, to be able to exceed 100%.**
- **The amount of a Performance Incentive is based on the value of the APS exceeding 100%, subject to a maximum score cap (clause 3.3.2).**

If Performance Incentives are not included in the Contract, replace the following clauses with a single 'Not used'.

3.3.1 Subject to clause 7.9 of the COC, if:

- a. the APS for a KPI for a Review Period is more than 100%; and
- b. a Performance Incentive applies to that KPI in Table C-1 under clause 2.1.2;

the Contractor is entitled to a Performance Incentive in relation to that KPI, as part of the Performance Payment, calculated in accordance with the following formula:

$$PI = CSF \times ARA \times W \times (APS - 100\%)$$

where:

- PI = the Performance Incentive for the KPI for a Review Period
- CSF, ARA and W = are each as defined in accordance with clause 3.2
- APS = the APS for the relevant KPI for the Review Period, determined in accordance with Attachment P, but subject to clause 3.3.2

Note to drafters: Insert a cap on the Performance Incentives for KPIs. The cap is achieved by setting a maximum for the APS (eg, 105%). Amend for each KPI with a Performance Incentive.

3.3.2 For the purposes of clause 3.3.1, if the APS for a KPI for a Review Period is greater than the maximum score specified for that KPI in the following table, the APS is taken to be equal to the maximum score:

| KPI | Maximum score (%) |
|--------|-------------------|
| KPI-01 | |
| KPI-02 | |
| KPI-03 | |

3.4 Provisional Payments (Core)

Note to drafters: This clause provides for monthly payments representing the At-Risk Amount 'on account' of the Contractor's future entitlement to a Performance Payment for a KPI at the end of the Review Period. The provisional monthly payments are made without evaluating the Contractor's performance against the KPI. This clause is to be used in all contracts except those where the Review Periods are all monthly. If a month is not the final month of a Review Period for any KPI, then the

ANNEX C TO ATTACHMENT B

Contractor will be entitled to claim the Core Services Fee (ie, Base Fee and the At-Risk Amount) defined in Annex B. Refer to PPBC Guide for ASDEFCON (Support) V4.0 for more information.

- 3.4.1 Except for the final month in a Review Period for a KPI, the Contractor is entitled to claim in respect of each KPI a monthly payment (Provisional Payment) representing the At-Risk Amount attributable to that KPI for the month, on account of the Contractor's potential future entitlement to the At-Risk Amount for that KPI as determined under clause 3.2.
- 3.4.2 At the Performance Assessment Review held in accordance with clause 3.4.5 of the SOW, the Commonwealth shall calculate the Contractor's entitlement to a Performance Payment for each KPI for the Review Period in accordance with clauses 3.2 and 3.3 (if applicable) and if the Performance Payment for the KPI for the Review Period is:
 - a. more than the sum of the Provisional Payments claimed for the KPI during the Review Period, then the Contractor is entitled to submit a claim for the amount of the difference; or
 - b. less than the sum of the Provisional Payments claimed for the KPI during the Review Period, then the Commonwealth may elect to recover the amount of the difference from the Contractor to the Commonwealth, and the Commonwealth may recover the amount from the Contractor under clause 13.7 of the COC. No amount shall be owing under this clause 3.4.2b until the Commonwealth elects to recover the amount.

3.5 Suspension of Performance Assessment of a KPI (Core)

- 3.5.1 The Commonwealth may, in its discretion and by notice to the Contractor, suspend the requirement to assess the Contractor's performance against a specified KPI for a Review Period or part of a Review Period.
- 3.5.2 If the Commonwealth suspends the requirement to assess a KPI for a period equal to or greater than 70% of a Review Period then, despite clause 3.2 the Contractor shall be entitled to a payment amount equal to the full At-Risk Amount allocated to that KPI for that Review Period in accordance with clause 2.
- 3.5.3 If the Commonwealth suspends the requirement to assess a KPI for a period less than 70% of a Review Period then:
 - a. the APS shall be determined in accordance with Attachment P except to the extent that the determination process defined in Attachment P shall be modified to account for the reduced period over which the KPI was required to be assessed, using a method determined by the Commonwealth Representative; and
 - b. despite clause 3.2, the Contractor's entitlement to the At-Risk Amount for the KPI for the Review Period shall be calculated in accordance with the following formula:

$$PARA = CSF \times ARA \times W \times \left[\left(APS \times \frac{C}{D} \right) + \left(1 - \frac{C}{D} \right) \right]$$

where:

- PARA = the Contractor's entitlement to the At-Risk Amount for the KPI for a Review Period that has been affected by the suspension.
- CSF, ARA and W = are each as defined in accordance with clause 3.2.
- APS = the APS for the KPI for the portion of the Review Period that is not subject to suspension and determined in accordance with clause 3.5.3a, but if the APS is more than 100% it is taken to be 100%
- C = the number of days in the Review Period not subject to the suspension.
- D = the number of days in the Review Period.

- 3.5.4 If the Commonwealth suspends a requirement to assess a KPI for a given period, the Contractor shall continue to measure and report against the KPI during that period unless otherwise notified by the Commonwealth Representative.

ANNEX C TO ATTACHMENT B

Option: If Performance Incentives are included for one or more KPIs.

3.5.5 If the Commonwealth suspends the requirement to assess a KPI for a period equal to or greater than 70% of a Review Period then, despite clause 3.3, the Contractor shall not be entitled to a Performance Incentive for that KPI in respect of that Review Period.

3.5.6 Subject to clause 7.9 of the COC, if the Commonwealth suspends the requirement to assess a KPI for a period less than 70% of a Review Period and:

- a. the APS for the KPI, as determined for that part of the Review Period that is not subject to the suspension, is more than 100%; and
- b. a Performance Incentive applies to that KPI under the table in clause 2.1.2, then, despite clause 3.3:
- c. the APS shall be determined in accordance with clause 3.5.3a; and
- d. the Contractor's entitlement to a Performance Incentive for the KPI shall be calculated in accordance with the following formula:

$$PI = CSF \times ARA \times W \times (APS - 100\%) \times \frac{C}{D}$$

where:

PI = the Performance Incentive for the KPI for the Review Period

CSF, ARA and W = are each as defined in accordance with clause 3.2

APS = the APS for the KPI and for that portion of the Review Period not subject to the suspension, determined in accordance with clause 3.5.3a and subject to the limits specified under clause 3.3.2

C = the number of days in the Review Period not subject to the suspension

D = the number of days in the Review Period

4 PERFORMANCE IMPLEMENTATION PERIOD (OPTIONAL)

4.1 Modifications during Performance Implementation Period (Optional)

Note to drafters: The PIP is undertaken to accommodate the build-up of the Contractor's capability and capacity to provide Services relevant to the KPIs, before full implementation of the performance assessment process. Stages in a PIP normally follow an increase in Core Services, during Ramp Up, which enable new or expanded Services to be measured by KPIs.

Insert details of the PIP in the following clause, (eg, the PIP may continue for a "period of 18 months" or "six Review Periods"). The PIP must start with the first Review Period and, to be manageable, cease on a date that is the end of a Review Period in respect of the effected KPIs. Likewise, in a multi-stage PIP, changes from one PIP stage to the next should coincide with the end of one Review Period and the start of the next, where possible. The duration of each stage may be expressed in months or Review Periods. Details of the PIP included here must be consistent with Annex B to Attachment P.

4.1.1 The Performance Implementation Period (PIP) shall commence at the start of the first Review Period and continue for **[INSERT NUMBER OF MONTHS OR REVIEW PERIODS]**.

Option: For a multi-stage PIP.

4.1.2 The PIP comprises **[INSERT NUMBER]** stages, namely:

- a. Stage 1: **[INSERT DURATION OF THIS STAGE]**; and
- b. Stage 2: **[INSERT DURATION OF THIS STAGE]**.

4.1.3 During the PIP, the operation of clauses 2 and 3 are subject to the modifications in this clause 4. After the PIP has completed, clauses 2 and 3 have full effect in accordance with their terms.

ANNEX C TO ATTACHMENT B

Note to drafters:

- **Select from the following options to draft either a single-stage PIP or multi-stage PIP.**
- **To preserve the formatting of Table C-1, copy and paste the tables out of the clauses below before converting the table (which contains the option) from 'Table to Text'.**
- **Refer to PPBC Guide for ASDEFCON (Support) V4.0 for more information.**

Option A: For a single-stage PIP.

4.1.4 The At-Risk Amount during the PIP is [INSERT PERCENTAGE]% of the Core Services Fee.

4.1.5 Table C-1 in clause 2.1.2 is modified during the PIP to read as follows:

Table C-1: Modifications to the KPI At-Risk Amounts

| KPI | Weighting (%) | | Performance Incentive offered |
|---------------------------|-------------------------|--|-------------------------------|
| (a) | (b) | | (c) |
| KPI-01: [INSERT KPI NAME] | [INSERT PIP WEIGHTING]% | | No |
| KPI-02: [INSERT KPI NAME] | [INSERT PIP WEIGHTING]% | | No |
| KPI-03: [INSERT KPI NAME] | [INSERT PIP WEIGHTING]% | | No |
| TOTAL | 100% | | |

Note: Table C-1:

- a. **KPI: The serial number and name of the KPI, as per Attachment P.**
- b. **Weighting: The percentage of the At-Risk Amount allocated to the KPI.**
- c. **Performance Incentive: Is a Performance Incentive offered for this KPI ("yes" or "no"?).**

Option B: For a multi-stage PIP.

Note to drafters: For a multi-stage PIP, repeat the details from clauses 4.1.4 and 4.1.5 (as subclauses) for each PIP stage, modified to take account of the purpose of the relevant stage.

4.1.6 For the first stage of the PIP ([INSERT STAGE (STATE PERIOD)]) the modifications are:

- a. the At-Risk Amount during this stage of the PIP is [INSERT PERCENTAGE]% of the Core Services Fee; and
- b. Table C-1 in clause 2.1.2 is modified as follows:

[DRAFTER TO INSERT TABLE]

4.1.7 For the second stage of the PIP ([INSERT STAGE (STATE PERIOD)]) the modifications are:

- a. the At-Risk Amount during this stage of the PIP is [INSERT PERCENTAGE]% of the Core Services Fee; and
- b. Table C-1 in clause 2.1.2 is modified as follows:

[DRAFTER TO INSERT TABLE]

DELIVERY SCHEDULE (CORE)

Note to tenderers: Attachment C will consist of an amalgamation of TDR D-2, this draft Attachment, the successful tenderer's response and any negotiated changes.

1. MILESTONE SCHEDULE AND DELIVERY SCHEDULE (DELIVERABLES)

- 1.1 The Contractor shall comply with the dates and locations identified in the Delivery Schedule - Table C-1: Milestone Schedule and Table C-2: Delivery Schedule (Deliverables)).
- 1.2 Table C-1 and Table C-2 also:
 - a. identify those Milestones that are Stop Payment Milestones;
 - b. set out those Deliverables in relation to which ownership will pass to the Commonwealth in accordance with clause 6.10 of the COC (where applicable); and
 - c. identify those Deliverables which will or will not be subject to Acceptance for the purposes of clause 6.8 of the COC, including (where applicable) any relevant Deliverables that form part of a Milestone in Table C-1.
- 1.3 The Milestone Criteria (entry and exit) applying to Table C-1 are defined in clause 2 and Table C-3. In the event of an inconsistency, the delivery dates specified in this schedule have precedence over dates specified elsewhere in the Contract.

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ATTACHMENT C

Note to drafters: Ensure that prior to issuing the Request for Tender (RFT):

- a. *the list of Milestones is consistent with those identified for TDR D-2, including the Milestone Schedule in the Support Pricing Workbook (SPTPW);*
- b. *the associated entry/exit criteria in the following table are updated to align with the specific requirements of the Contract, particularly the SOW;*
- c. *if the proposed Contract will be linked to a Contract (Acquisition) using 'Concurrent Contract Milestones' (CCMs) (as explained in the ASDEFCON Linkages Module), relevant Milestones are identified as CCMs and applicable criteria, from the Contract (Acquisition) Milestone, are included (or cross-referenced) in Table C-3; and*
- d. *the Milestones that the Commonwealth wishes to have treated as Stop Payment Milestones are identified in the table.*

The identification of Stop Payment Milestones should be undertaken in conjunction with the identification of Milestones against which Liquidated Damages would apply in Attachment D. Commercial advice should be sought to ensure that a commercially sound payment and remedies regime is identified.

Also, drafters are to ensure that prior to the Effective Date:

- a. *delivery details for all of the Deliverables are clearly specified so as to effectively accommodate Acceptance activities. Some Deliverables will readily be cross-referenced and managed in accordance with Milestones under Table C-1 (including any relevant Deliverables that form all or part of a Milestone) whereas other Deliverables may not, and need to have delivery details clearly specified in accordance with Table C-2; and*
- b. *for each Milestone in Table C-1, corresponding entry and exit criteria are included in Table C-3.*

Table C-1: Milestone Schedule

| ID | Milestone | Milestone Date (in months) | Stop Payment (Y/N) | Description of Relevant Deliverables Included in the Milestone (if applicable) | Delivery Location | Acceptance Required (Y/N) | Will Ownership Transfer to the Commonwealth (Y/N) |
|-----|---|-------------------------------|-----------------------|---|---|---------------------------------------|--|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) |
| | Effective Date (ED) | 0 – complete | | | | | |
| | Phase In activities start | POD - X | N | Refer to clauses 1.5 and 1.12 of the COC and clause 2.6 of the SOW. | Contractor premises and Commonwealth Premises at [INSERT DETAILS] | N | N |
| | GFF Commencement Date - Area #1 (GFF#1) | POD - 1 | N | | GFF Licensed Area [INSERT] | N | N |
| | Operative Date (OD) (CCM#1) | POD | Y | Refer to clause 1.5 of the COC. Start of [INSERT DETAILS] Services. | Contractor premises and Commonwealth Premises at [INSERT DETAILS] | N (unless otherwise set out in the | N (unless otherwise set out in the |

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| ID | Milestone | Milestone Date (in months) | Stop Payment (Y/N) | Description of Relevant Deliverables Included in the Milestone (if applicable) | Delivery Location | Acceptance Required (Y/N) | Will Ownership Transfer to the Commonwealth (Y/N) |
|-----|---|----------------------------|--------------------|--|---|---|---|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) |
| | | | | | | Contract or the Approved PHIP) | Contract or the Approved PHIP) |
| | Start X Services (RU#1) (CCM#2) | OD + | | Refer to clause 1.13 of the COC and clause 2.7 of the SOW. Delivery of additional Contractor capability to provide support to Mission System #2 (in addition to the support for existing Products Being Supported). | Contractor premises and Commonwealth Premises at [INSERT DETAILS] | N (unless otherwise set out in the Contract or the Approved RUMP) | N (unless otherwise set out in the Contract or the Approved RUMP) |
| | GFF Commencement Date - Area #2 (GFF#2) | OD + 6 | | | GFF Licensed Area [INSERT] | | |
| | Start Y Services (RU#2) (CCM#3) | | | Refer to clause 1.13 of the COC and clause 2.7 of the SOW. Delivery of additional Contractor capability to provide support to Mission System #3 (in addition to the support for existing Products Being Supported). | Contractor premises and Commonwealth Premises at [INSERT DETAILS] | N (unless otherwise set out in the Contract or the Approved RUMP) | N (unless otherwise set out in the Contract or the Approved RUMP) |
| | | | | | | | |

Notes on Table C-1:

- a. **ID:** A unique line item number.
- b. **Milestone:** Milestone name or abbreviation. If linked to a Contract (Acquisition) event, include the Concurrent Contract Milestone number (eg, CCM #1).
- c. **Milestone Date:** In relation to a Milestone, means the required date for the achievement of that Milestone in months after the Effective Date or a previous Milestone.
- d. **Stop Payment:** Is this Milestone a Stop Payment Milestone in accordance with clause 7.9 of the COC.
- e. **Description of Relevant Deliverables Included in the Milestone (if applicable):** Identify / list the Deliverables that are to be delivered and/or Accepted as part of the applicable Milestone.
- f. **Delivery Location:** Location(s) for the Milestone activity and the delivery of associated Deliverables, where applicable.
- g. **Acceptance Required:** Identify whether or not the Relevant Deliverables in column e will be subject to Acceptance – yes or no (Y/N).
- h. **Ownership Transfer:** Deliverables Accepted at this Milestone will be transferred into Commonwealth ownership in accordance with clause 6.10.1c of the COC – yes or no (Y/N).

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Note to drafters: Prior to Contract signature, drafters are to ensure that delivery details for all of the Deliverables, regardless of whether they form part of a particular type of Service ((Task-Priced, Recurring Service, etc.) or are part of a Milestone), are clearly specified as this schedule ties items to the Acceptance process defined in clause 6.8 of the COC. If applicable, drafters are to ensure that any Defence-Required Australian Industrial Capability (DRAIC) listed in Attachment F that is to be Accepted under the Contract is specified in Table C-2 below as a Deliverable with a Delivery Date. Ownership of DRAICs does not normally transfer to the Commonwealth; however, there may be strategically important or high-cost items that form part of a DRAIC for which the procurement team may decide that they should be owned by the Commonwealth. If this is the case, the following table should be adjusted accordingly.

Table C-2: Delivery Schedule (Deliverables)

| Deliverables | Delivery Date (in months) | Delivery Location | Acceptance Required (Y/N) | Will Ownership Transfer to the Commonwealth (Y/N) |
|---|---|---|---------------------------------|--|
| (a) | (b) | (c) | (d) | (e) |
| [INSERT DETAILS REGARDING ITEMS OF DELIVERABLES] | [INSERT DETAILS REGARDING ITEMS OF DELIVERABLES] | [INSERT DETAILS REGARDING ITEMS OF DELIVERABLES] | | |
| [INSERT DETAILS REGARDING ITEMS OF DELIVERABLES] | [CROSS-REFERENCE TO MILESTONE WHERE RELEVANT] | [CROSS-REFERENCE TO MILESTONE WHERE RELEVANT] | | |
| [INSERT DETAILS REGARDING ITEMS OF DELIVERABLES] | [CROSS-REFERENCE TO KEY CONTRACT PLAN WHERE RELEVANT] | [CROSS-REFERENCE TO KEY CONTRACT PLAN WHERE RELEVANT] | | |
| [INSERT DETAILS REGARDING DRAICs OR DRAIC ELEMENTS THAT ARE DELIVERABLES] | [CROSS-REFERENCE TO KEY CONTRACT PLAN WHERE RELEVANT] | [INSERT DELIVERY LOCATION WHERE RELEVANT] | | N |
| Data items specified in the SOW | In accordance with the CDRL | In accordance with the CDRL | In accordance with the CDRL | Y |

Notes on Table C-2:

- a. Deliverables: A brief description or title that identifies the other Deliverables.**
- b. Delivery Date: Scheduled date(s) for the delivery of the Deliverables, in months after the Effective Date or relevant Milestone. Where applicable, refer to the location in the Contract or the relevant Approved data item where this information can be found.**
- c. Delivery Location: Location(s) for the delivery of the Deliverables. Where applicable, refer to the location in the Contract or the relevant Approved data item where this information can be found.**
- d. Acceptance Required: Identify whether or not the other Deliverables are subject to Acceptance – yes or no (Y/N).**
- e. Ownership Transfer: Deliverables will be transferred into Commonwealth ownership in accordance with clause 6.10.1 of the COC – yes or no (Y/N).**

2. SCHEDULE OF MILESTONE CRITERIA – ENTRY AND EXIT

Note to drafters: The Schedule of Milestone Criteria – Entry and Exit should be tailored to suit Contract-specific needs. The schedule is to accurately define the scope of the relevant Milestone, noting that, when a Milestone Payment is attached to a particular Milestone, the exit criteria are used to determine whether or not payment can actually be made. Similarly, a Milestone may be used to designate the start of a pricing period (including a Ramp Up stage) for Recurring Services, and the exit criteria are used to determine if the new level of Services (and associated Recurring Services Fees) can commence. Milestone criteria may refer to Contractor plans (ie, if these are required to scope specific requirements) or referenced manuals (eg, completion of a major Maintenance servicing as defined in a planned servicing schedule). Milestone Payments should not be listed here but be listed in the ‘Milestone Schedule’ at Annex A to Attachment B. By way of example, entry and exit criteria are provided below. For instance, the exit criteria for the ED Milestone might be further tailored to include the following Contract-specific subordinate criteria:

- a. Acceptance or Approval (as relevant) of all data items scheduled in the CDRL for delivery and Commonwealth action (ie, Acceptance or Approval) by ED; and**
- b. finalisation of Contractor insurance details.**

Note to tenderers: Table C-3 will consist of an amalgamation of the information contained in response to TDR D-2, this draft annex, the successful tenderer’s response, and any negotiated changes.

2.1 Table C-3 sets out the Milestone criteria – entry and exit that will be used by the Commonwealth to validate whether:

- a. the Contractor may formally commence, and legitimately make claims in relation to, achievement of work on elements comprising a given Milestone; and
- b. a given Milestone has been achieved.

Table C-3: Schedule of Milestone Criteria – Entry and Exit

| MILESTONE | MILESTONE CRITERIA | |
|---|---|---|
| | ENTRY CRITERIA | EXIT CRITERIA |
| (a) | (b) | (c) |
| Effective Date (ED) | | <ul style="list-style-type: none"> • Contract signature • Delivery to the Commonwealth of securities and deeds, in accordance with COC clauses 7.4, 7.5 and 7.8 • CCP approval / Acceptance / Approval (as applicable) of all CDRL items scheduled for delivery prior to or at ED (for CDRL items subject to CCP approval, Acceptance or Approval) |
| GFF Commencement Date - Area #1 (GFF#1) | <ul style="list-style-type: none"> • Completion of inspection of GFF Licensed Area by Contractor and a representative of the Commonwealth. | <ul style="list-style-type: none"> • Agreement by the parties to the Facilities Condition Report and resolution of any discrepancies in accordance with SOW clause 3.18.1. |

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| MILESTONE | MILESTONE CRITERIA | |
|---|--|---|
| | ENTRY CRITERIA | EXIT CRITERIA |
| (a) | (b) | (c) |
| Operative Date (OD) (CCM#1) | <ul style="list-style-type: none"> Receipt of associated Support Resources by the Contractor from the Contractor (Acquisition). Refer Contract (Acquisition) SAA checklist. Completion of prerequisites defined in COC clause 1.5. | <ul style="list-style-type: none"> The Commonwealth Representative has issued a notice to the Contractor in accordance with clause 1.5.4 of the COC, which specifies the Operative Date for the purposes of the Contract. Achievement of MS#1 – SA (CCM#1) under the Contract (Acquisition). |
| Start X Services (RU#1) (CCM#2) | <ul style="list-style-type: none"> Establishment of M1 maintenance capability and S1 supply capability at GFF#1 in accordance with the Approved Ramp Up Management Plan (RUMP). Additional Contractor Support Resources required for the support of the SAA Supplies (as that term is defined in the Contract (Acquisition)) for MS#2 – SA (CCM#2) are in place and operational. | <ul style="list-style-type: none"> Achievement of MS#2 – SA (CCM#2) under the Contract (Acquisition). Where AIC requirements are linked to the Ramp Up of support capabilities under the Contract, including the transfer, creation or upgrade of skills, resources and Intellectual Property, as applicable, the Commonwealth Representative assesses that these AIC requirements have been achieved. For any substances in the SAA Supplies being delivered for this CCM under the Contract (Acquisition) or in the Support Resources required for the support of the SAA Supplies under this Contract, which are either hazardous to personnel or the environment (or both), the applicable Safety Data Sheets (SDSs) have been delivered to the Commonwealth Representative and these SDSs are assessed as acceptable by the Commonwealth Representative. The Contract activities required for this CCM, as identified in the Approved RUMP, have been achieved to the satisfaction of the Commonwealth Representative. |
| GFF Commencement Date - Area #2 (GFF#2) | <ul style="list-style-type: none"> Completion of inspection of GFF Licensed Area by Contractor and a representative of the Commonwealth. | <ul style="list-style-type: none"> Agreement by the parties to the Facilities Condition Report and resolution of any discrepancies in accordance with SOW clause 3.18.1. |
| Start Y Services (RU#2) (CCM#3) | <ul style="list-style-type: none"> Additional Contractor Support Resources required for the support of the SAA Supplies (as that term is defined in the Contract (Acquisition)) for MS#3 – SA (CCM#3) are in place and operational. | <ul style="list-style-type: none"> Achievement of MS#3 – SA (CCM#3) under the Contract (Acquisition) Where AIC requirements are linked to the Ramp Up of support capabilities under the Contract, including the transfer, creation or upgrade of skills, resources and Intellectual Property, as applicable, the Commonwealth Representative assesses that these AIC requirements have been achieved For any substances in the SAA Supplies being delivered for this CCM under the Contract (Acquisition) or in the Support Resources required for the support of the SAA Supplies under this Contract, which are either hazardous to personnel or the environment (or both), the applicable Safety Data Sheets (SDSs) have been delivered to the Commonwealth Representative and these SDSs are assessed as acceptable by the Commonwealth Representative The Contract activities required for this CCM, as identified in the Approved RUMP, have been achieved to the satisfaction of the Commonwealth Representative. |
| | <ul style="list-style-type: none"> | <ul style="list-style-type: none"> |

ATTACHMENT D

LIQUIDATED DAMAGES (CORE)

Note to drafters: The LD Amounts in clause 1.1 exclude GST.

Note to tenderers: Attachment D will consist of an amalgamation of information contained in this draft Attachment, the successful tenderer's response and any negotiated adjustments.

1. FOR FAILURE TO ACHIEVE A KEY REQUIREMENT

Note to drafters: Drafters are to include:

- a. the relevant Key Requirements to which liquidated damages are to be applied;
- b. the rate of liquidated damages and/or the formula for its calculation; (not including any adjustment as per clause 2.1 below); and
- c. any other specific conditions which are to apply in addition to the formula for variation of LD Amounts set out below.

The amount specified must be a genuine pre-estimate of the loss that will be suffered by the Commonwealth as a result of the failure to achieve the Key Requirement.

If drafters have included clause 1.5.10a in the COC, drafters should ensure the lump sum amount in clause 1.5.10 reflects the Commonwealth's loss arising from a termination of the Contract before OD occurs.

- 1.1 For each Key Requirement listed in an item below, the LD Amount applicable to that Key Requirement is the amount set out in the corresponding column for that item.

| Item | Key Requirement | LD Amount (GST exclusive) |
|------|--|------------------------------|
| (a) | (b) | (c) |
| 1 | The Contractor fulfils each of its obligations under clause 1.5.3a of the COC by the Planned OD. | |
| 2 | | |

- 1.2 The LD Amounts are GST exclusive.

2. ADJUSTMENT TO LIQUIDATED DAMAGES

- 2.1 The LD Amounts in clause 1.1 shall be subject to adjustment in accordance with the following formula:

$$A = LD \times \frac{CPI_i}{CPI_o} - LD$$

where:

- A = adjustment;
- LD = value of the relevant LD Amount at the Base Date (specified in the Details Schedule);
- CPI_i = the CPI number for the quarter ending immediately before the date on which the LD Amounts are paid to the Commonwealth; and
- CPI_o = the CPI number for the quarter containing the Base Date.

- 2.2 In this Attachment D, 'CPI' means the Consumer Price Index, All Groups, weighted average of eight capital cities published by the ABS, or if that Index is no longer published by the ABS, the index published by the ABS in substitution for that Index.

- 2.3 To avoid doubt, if the Commonwealth elects to accept compensation in lieu of liquidated damages under clause 10.6 of the COC, (as the case may be) the value of the compensation

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to which the Commonwealth shall be entitled is equivalent to the LD Amount that would otherwise be payable to the Commonwealth in respect of the relevant Key Requirement, as varied by the formula set out in clause 2.1.

ATTACHMENT E

GOVERNMENT FURNISHED MATERIAL AND GOVERNMENT FURNISHED SERVICES (RFT CORE)

This Attachment E consists of the following annexes:

- a. *GFM; and*
- b. *GFS*

ANNEX A TO ATTACHMENT E

GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth Mandated GFM and non-mandated GFM prior to release of the RFT. The first line under 'Commonwealth Mandated GFM-GFE' is provided as an example only, to illustrate the linkages between Table E-A-1 and Table E-A-2. This example must be deleted and replaced with project-specific detail as appropriate.

If, in addition to the licence terms provided under clause 5.6 of the draft COC, further restrictions apply to:

- c. the use of Technical Data and Software within the GFM, due to restrictions or limitations on the relevant IP rights (such as those restrictions established under an acquisition contract for the development of the relevant GFM) - these are to be identified in column (g) and Table E-A-2; and**
- d. GFM that is subject to Export Approvals (ie, foreign export controls such as International Traffic in Arms Regulations) - these are to be identified in column (i).**

To determine the circumstances in which the Commonwealth may consider the Contractor (or its nominee) obtaining ownership of the IP developed under the Contract with respect to new GFM, refer to the ASDEFCON Commercial TD / IP Handbook at:

<http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/A0841422-C25A-4D54-9020-87FC33242AED>.

GFE provided to the Contractor must be accompanied by safety related information sufficient to enable safety risk assessments to be performed. Refer to CASSafe Requirement 10.2 'Supply safe plant, structures, substances and radiation sources' for further information. Where safety-related information is not intrinsically captured in the Technical Data provided with GFE, that information must be provided as additional GFI or GFD (as applicable).

Note to tenderers: Attachment E will consist of an amalgamation of TDR E-10, this draft Annex and the successful tenderer's response. The tenderer may propose that it own newly created IP in GFM in accordance with clause 5.1.4 of the draft COC.

Non-mandated GFM will include GFM proposed by the Commonwealth and included in the RFT and GFM proposed by the Contractor and included in TDR E-10, as negotiated between the Commonwealth and the successful tenderer.

1. GOVERNMENT FURNISHED MATERIAL

- 1.1 Table E-A-1 sets out the Government Furnished Material (GFM) provided by the Commonwealth to the Contractor under the Contract, divided into:
 - a. Commonwealth Mandated GFM (Government Furnished Equipment (GFE) and Government Furnished Data (GFD)) that the Contractor is required to use in the provision of the Services in accordance with the Contract; and
 - b. non-mandated GFM (Government Furnished Information (GFI) and all other GFM that is not Commonwealth Mandated GFM).

ANNEX A TO ATTACHMENT E

TABLE E-A-1: GOVERNMENT FURNISHED MATERIAL

| Item Description | Reference/ Part Number | Quantity | Delivery Date and Location | Return Date and Location | Time Period for Inspection | Technical Data and Software Restrictions (Yes/No) (if Yes, include Unique Line Item Description) | Contractor to Own New IP in GFM (Yes/No) | Export Approval Restrictions (if applicable) | Comments/ Intended Purpose |
|---|---------------------------|----------|----------------------------------|--------------------------------|----------------------------------|---|---|---|-------------------------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) |
| Commonwealth Mandated GFM - GFE | | | | | | | | | |
| <i>EXAMPLE ONLY: Combat Management System</i> | | | | | | <i>E-R-1</i> | <i>No</i> | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Commonwealth Mandated GFM - GFD | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Non-mandated GFM - GFI | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| All other non-mandated GFM | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ANNEX A TO ATTACHMENT E

Notes: Table E-A-1

- a. Item Description:** A description of the item of GFM.
- b. Reference/Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. Quantity:** The quantity of the item of GFM to be delivered by the Commonwealth.
- d. Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.
- e. Return Date and Location:** The date on and location at which the item of GFM is to be returned to the Commonwealth.
- f. Time Period for Inspection:** The period within which the Contractor is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.11.1 of the SOW.
- g. TD and Software Restrictions:** Indicates if there are restrictions on the Technical Data or Software within an item of GFM that are in addition to the licence terms granted by the Commonwealth under clause 5.6 of the COC (if applicable). The nature of the restrictions on the relevant TD or Software is set out in detail in Table E-A-2.
- h. Contractor to Own New IP in GFM:** A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of TD or Software within an item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC.
- i. Export Approvals Restrictions:** Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
- j. Comments/Intended Purpose:** The purpose for which the item of GFM is provided to the Contractor and any comments that are supplementary to the information provided in columns (a) to (i).

ANNEX A TO ATTACHMENT E

TABLE E-A-2: RESTRICTIONS

Note to drafters: Drafters should set out any restrictions that apply to the Contractor's use and sublicensing of the GFM. Relevant restrictions may be identified in related Acquisition contracts or earlier Support contracts for the Capability. The first line is provided as an example only, and must be deleted and replaced with project-specific detail as appropriate.

For TD or Software that is listed in this table, ownership in any new IP created by the Contractor or a Subcontractor is assigned to the Commonwealth or its nominee under clause 5.1.3 of the COC. Column (c) should describe the category in sufficient detail so as to enable the identification of TD or Software that comes within the relevant category.

| Unique Line Item Description | Equipment/ System/ Subsystem/ Component/ CI Name | Description of TD or Software | Owner or Licensor | Restrictions on Use or sublicense of the TD or Software |
|------------------------------|---|--|-------------------|--|
| (a) | (b) | (c) | (d) | (e) |
| <i>EXAMPLE ONLY: E-R-1</i> | <i>Combat Management System</i> | <i>Electronic Warfare Software Source Code</i> | <i>EW Pty Ltd</i> | <i>The Contractor may use solely for the purpose of installation and configuration of the CMS and must not sublicense any of the Technical Data to XYZ Pty Ltd or its related body corporates.</i> |
| | | | | |

ANNEX B TO ATTACHMENT E

GOVERNMENT FURNISHED SERVICES

Note to drafters: Drafters should provide details of any Commonwealth Mandated or non-Mandated GFS prior to release of the RFT.

Note to tenderers: Annex D will consist of an amalgamation of TDR E-11, this draft Annex and the successful tenderer's response.

1. GOVERNMENT FURNISHED SERVICES

1.1 The following GFS shall be used by the Contractor for the provision of the Services and, where specified, only for the intended purpose:

COMMONWEALTH MANDATED GFS

| Proposed GFS | Dates of Delivery of GFS | Comments / Conditions of Access / Intended Purpose |
|--------------|--------------------------|--|
| | | |
| | | |

Note to tenderers: Non-mandated GFS will include GFS proposed by the Commonwealth and included in the RFT and GFS proposed by the Contractor and included in TDR E-11, as negotiated between the Commonwealth and the successful tenderer.

NON MANDATED GFS

| Proposed GFS item | Dates of Delivery of GFS | Comments / Conditions of Access / Intended Purpose |
|-------------------|--------------------------|--|
| | | |
| | | |

ATTACHMENT F

AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Note to tenderers: Attachment F will consist of an amalgamation of this draft attachment, the successful tenderer's response to TDR G, and any negotiated changes including, if applicable, additional Australian Industry Activities (AIAs). AIAs are a contractual mechanism to implement specific Industrial Capabilities, such as activities that contribute to Sovereign Defence Industrial Priorities (SDIPs) identified in the [Defence Industry Development Strategy \(DIDS\)](#). The [Australian Industry Capability Guide for ASDEFCON](#) provides further explanation of AIAs.

1 INTRODUCTION (CORE)

1.1 Purpose

Note to drafters: Amend the following clauses to suit the scope of this Attachment.

- 1.1.1 This Attachment sets out the following Australian Industry Capability (AIC) Obligations:
- a. the Australian Industry Activities (AIAs) that are to be performed, which include:
 - (i) the Industrial Capabilities to be established within Australian Entities (in whole or in part), used and sustained under the Contract; and
 - (ii) other elements of the work to be performed by Australian Industry and/or the Services that are to be provided by Australian Industry (as applicable); and

Option: Include this subclause if ACE Measurement Points will be included in the Contract.

- b. the Australian Contract Expenditure (ACE) Measurement Points and the Prescribed ACE Percentage to be achieved at each of the ACE Measurement Points.

- 1.1.2 The Sovereign Defence Industrial Priorities (SDIPs) and associated Detailed SDIPs applicable to the Contract are (in no particular order):
- a. [...INSERT NAME OF AN APPLICABLE SDIP...], for which the following Detailed SDIPs are applicable:
 - (i) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
 - (ii) [...IDENTIFY APPLICABLE DETAILED SDIP...];
 - b. [...INSERT ANY ADDITIONAL SDIP AND ASSOCIATED DETAILED SDIPS...].

2 DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITIES (OPTIONAL)

Note to drafters: DRAICs are AIAs required by Defence for strategic reasons, and included in a contract if the scope and complexity of the Industrial Capability is such that it will be managed as a specific project / program. DRAICs often require a dedicated manager or team. For further explanation, refer to the [Australian Industry Capability Guide for ASDEFCON](#).

If DRAICs are not applicable, delete the clauses below clause 2 and annotate the heading as 'Not used'. If required, amend this clause 2 to set out the DRAIC(s) applicable to the Contract, defining the Industrial Capabilities that Defence requires to be delivered under the Contract as part of the DRAIC(s).

Drafters may retain the following clauses (adding notes to tenders) if Defence has not identified any DRAICs but wants to allow tenderers to propose 'Opportunities to Enhance AIC', including Industrial Capabilities that may be addressed as DRAICs.

Care must be taken if specifying a DRAIC that enhances an existing Industrial Capability to ensure that there is no risk transfer to the Commonwealth (eg, due to existing responsibilities under other contracts).

Drafters should seek advice from the AIC Delivery team (aic.delivery@defence.gov.au) if a DRAIC is being considered.

2.1 Introduction

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

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

Note to drafters: Particular DRAICs may require concepts and specific requirements to be set out in considerable detail. In such circumstances, the description of the DRAIC could be included in a separate document that is referenced from these clauses, or included in an annex to this Attachment. This clause may be used as a guide to structure any such annex.

Amend clause 2.2.1 to identify the SDIPs and associated Detailed SDIPs applicable to the DRAIC. If the DRAIC is not devolved from a SDIP but otherwise identified as an important contributor to a Defence Capability, amend the subclauses to show traceability to the Capability requirement.

2.2.1 The Contractor acknowledges that DRAIC #1, [...INSERT NAME OF DRAIC...], is required to be established within Australian Industry to support the achievement of:

- a. [...INSERT NUMBER AND NAME OF SDIP...], including the following Detailed SDIPs:
 - (i) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
 - (ii) [...IDENTIFY APPLICABLE DETAILED SDIP...].

Note to drafters: Amend the following clause to specify the Commonwealth's requirements for DRAIC #1. The intent is to provide clarity around the nature and scope of the DRAIC. For example, the clauses below may refer to a Detailed SDIP for overall objectives, and then describe the Services or product-specific requirements like a 'function and performance specification'.

Generally, operating and support concepts are only required for DRAICs that will be controlled or partially used by the Commonwealth, such as a test capability that provides operationally-relevant test results to enable the further development of the SDIP. Detailed support concepts are typically not required because suppliers are responsible for their own Industrial Capabilities.

For DRAICs that were only partially implemented under a preceding Contract (Acquisition), with the remaining DRAIC Elements to be implemented under the Contract, clause 2.2.2c should be amended to refer to the Contract (Acquisition) and the plan(s) (eg, Phase In Plan (PHIP) or Ramp Up Management Plan (RUMP)) where the remaining portions of the DRAIC are to be established (ie, for DRAIC Elements, such as equipment and procedures, established under this Contract).

Refer to the AIC Guide for ASDEFCON for further information on defining DRAICs.

2.2.2 The Contractor shall deliver DRAIC #1, [...INSERT NAME OF DRAIC...], in accordance with clause 2.1 and the following concepts and requirements:

- a. **Operating and Support Concepts.** The operating and support concepts for DRAIC #1 are set out in [...INSERT APPLICABLE INFORMATION AS PER THE NOTE ABOVE...].
- b. **Function and Performance Requirements.** The required functions and associated performance requirements for DRAIC #1 are set out in [...INSERT APPLICABLE INFORMATION AS PER THE NOTE ABOVE...].
- c. **Programmatic Requirements.** DRAIC #1 is required to be implemented and operational by [...INSERT ANY SCHEDULE REQUIREMENTS AND/OR CONSTRAINTS...].

Note to drafters: Repeat clause 2.2, if required to define any additional DRAICs.

3 REQUIRED ACTIVITIES TO BE PERFORMED BY AUSTRALIAN INDUSTRY (CORE)

Note to drafters: The intent of this clause is to set out activities, either linked to a SDIP or other Industrial Capabilities of interest to Defence, and to include obligations for this work to be undertaken by Australian Industry. An example may be that particular work (eg, the overall sustainment of a Mission System or the repair of a key part of it) is undertaken by Australian Industry, or that certain procurements be made from Australian suppliers, to ensure that supply

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chains are Australian-based and/or to maximise the opportunities for Australian Industry to be part of the Contractor's supply chain to enhance Sovereignty.

The following clauses should not be used to specify complex Industrial Capabilities that would be subject to formal Verification and Acceptance (under the proposed Contract). AIAs such as these should be addressed as DRAICs under clause 2.

If the Commonwealth does not specify any required activities, clauses 3.2 and 3.3 may be retained in draft form in order to include any AIAs proposed by the successful tenderer (refer to TDR G). In such cases, the note to tenderers within clause 3.2 and 3.3. should be revised.

3.1 Planning and Implementation

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

3.2 Required Activities

Note to drafters: Amend the following clause (and repeat the clause as necessary) to define AIAs that are required activities to be performed by Australian Industry as a contractual obligation (but which are not DRAICs). Each description should define 'what' activities are required to be performed; the Contractor will define 'how' they are implemented in the AIC Plan.

Notwithstanding, the required activities must have sufficient detail so that the outcomes being sought by the Commonwealth are clear, and that the activities can be properly scoped by the tenderers for resources and pricing purposes. Requirements should be written in outcome terms and should be verifiable by simple measurement or observation / audit, to enable confirmation that the activities are being performed, once the Contract is underway.

Required activities may include specific arrangements for collaborative security partnerships, export programs, and/or enduring strategic partnerships with tier 2 suppliers, when required by the Support Procurement Strategy.

3.2.1 The Contractor shall ensure that the following activities for [...INSERT TITLE OF FIRST REQUIRED ACTIVITY...] are undertaken by Australian Industry:

- a. [...INSERT DETAILS OF THE FIRST REQUIRED ACTIVITY TO ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR. INCLUDE REFERENCE TO ANY SDIPs...]; and
- b. [...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...].

Note to drafters: Retain the following clause for the RFT. It may be updated during negotiations to capture any AIAs proposed by the preferred tenderers that are of value to Defence.

Note to tenderers: Where the preferred tenderer's AIC response (to TDR G) identifies activities (as 'Opportunities to Enhance AIC') that are considered beneficial to be identified as AIAs, these may be incorporated during negotiations into this clause 3.2, using the following clause (repeated as necessary).

3.2.2 The Contractor shall ensure that the following activities for (...INSERT TITLE OF REQUIRED ACTIVITY...) are undertaken by Australian Industry:

- a. (...INSERT DETAILS OF THE REQUIRED ACTIVITY. ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR. INCLUDE REFERENCE TO ANY SDIPs...); and
- b. (...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...).

3.3 Other Requirements for Australian Industry

Note to drafters: The intent of this clause is to capture any other elements of the draft Contract that are to be undertaken by Australian Industry, but which do not have the complexity that would require them to be classified as a DRAIC or a required activity under clause 3.2. If applicable, these other requirements are to be listed under clause 3.3.1 (otherwise, clause 3.3.1 may be

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retained pending tender responses). Drafters should consider the following aspects when amending this clause for the RFT:

- a. **These elements are likely to be provided by lower-tier Subcontractors / suppliers, particularly Small-to-Medium Enterprises (SMEs).**
- b. **These 'other requirements' could be mandated by Government or offered by a preferred tenderer. Examples may include the use of Australian steel for construction, use of an Australian-developed product, or use of specialised services (eg, for cyber security). Other requirements may be based on the preferred tenderer, to capture elements of the offer that the Commonwealth wants to include as an easily specified AIC Obligation.**
- c. **Unless specific direction applies, this clause is to facilitate market competition to the extent practicable (consistent with Commonwealth Procurement Rules, whether or not the rules in Division 2 apply). Drafters should not refer to specific products or Subcontractors in the RFT, but instead use generic terms (eg, use 'Australian steel' as opposed to 'BlueScope steel'). Drafters should not include any Commonwealth Mandated Government Furnished Material (GFM) in this clause.**

DO NOT include 'objectives' or generic requirements in these clauses (eg, to 'maximise participation') as these are unworkable as Essential AIC Obligations (refer COC clause 4.2). These requirements must be specific, have a clearly defined scope, and able to be objectively verified under any resultant Contract.

Note to tenderers: If the preferred tenderer's AIC response (ie, to TDR G) identifies additional procurements / activities that may be incorporated into this clause 3.3, the following clause may be used (and repeated as necessary) to capture the tenderer's proposal(s).

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

4 ACE MEASUREMENT (OPTIONAL)

4.1 ACE Measurement Points and Prescribed ACE Percentages

Note to drafters: Include this clause if ACE Measurement Points and Prescribed ACE Percentages will be included in the Contract; otherwise, delete the clause and annotate the heading with 'Not Used'. ACE Measurement Points in Table F-1 should match those in Table B-1 of draft Attachment B. If the proposed Contract will be high value (eg, over A\$20 million per year of Recurring Services), then Prescribed ACE Percentages for Recurring Services (only) should be requested in the tender.

Note to tenderers: Tenderers are to propose Prescribed ACE Percentages for ACE Measurement Points in their response to Annex G to Attachment A to the COT. Subject to negotiations, the Prescribed ACE Percentages tendered will be included in Table F-1. Refer to clause 9 of draft Attachment B for further information.

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

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

| ACE measurement period | | Prescribed ACE Percentage |
|------------------------|-------------------------|---------------------------|
| Start date / Milestone | ACE Measurement Point | |
| Operative Date | | ()% |
| | | ()% |
| | | ()% |
| | end of the Initial Term | ()% |

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ANNEX A – DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITY READINESS REVIEW (OPTIONAL)

Note to drafters: Include this annex if DRAICs are included at clause 1.1.2, those DRAIC(s) will be subject to Acceptance, and one or more DRAICRRs will be required under the Contract.

1. DESCRIPTION AND INTENDED USE

- 1.1 The Defence-Required Australian Industrial Capability (DRAIC) Readiness Review (DRAICRR) forms an integral part of the assurance activities for a DRAIC, prior to Acceptance of the DRAIC. The objectives of the DRAICRR are to:
- a. demonstrate that the DRAIC meets the required criteria to enable Acceptance of the DRAIC to be achieved, including that the DRAIC meets the applicable requirements of the Contract;
 - b. confirm that the required DRAIC Elements are in place and the DRAIC can perform the required operating and support functions for the sustainment and/or evolution of the Products Being Supported and/or the Capability or Other Capabilities; and
 - c. confirm that support arrangement for sustaining the DRAIC are in place, such that it is, and will be, operational when required and for the duration required.
- 1.2 The DRAICRR applies whenever a DRAIC (or set of DRAICs) is offered for Acceptance, which may include:
- a. a DRAIC undergoing Acceptance for the first time; or
 - b. for a DRAIC that is developed or implemented in increments, undergoing a subsequent Acceptance for the new Industrial Capabilities that have been implemented.
- 1.3 For the purposes of this Annex A, the term '**Relevant DRAIC**' means the DRAIC or set of DRAICs for which the DRAICRR is being conducted.
- 1.4 This Annex A sets out the Commonwealth's requirements and minimum expectations for the conduct of a DRAICRR.

2. INTER-RELATIONSHIPS

- 2.1 The DRAICRR shall be conducted in accordance with the Approved AIC Plan, and shall include the relevant requirements of the following data items, where these data items are required under the Contract:
- a. Support Services Management Plan (SSMP);
 - b. the governing plans for each of the Support System Constituent Capabilities (eg, Contractor Engineering Management Plan (CEMP) and Supply Support Plan (SSP));
 - c. Phase In Plan (PHIP);
 - d. Ramp Up Management Plan (RUMP);
 - e. Support Services Master Schedule (SSMS);
 - f. Health and Safety Management Plan (HSMP);
 - g. Environmental Management Plan (ENVMP);
 - h. Safety Data Sheets (SDSs) (for any Hazardous Substances in the DRAIC);
 - i. Quality Plan (QP) (in relation to the quality systems and processes associated with operating and supporting the DRAIC);
 - j. Configuration Management Plan (CMP) (in relation to Configuration Management systems and processes for implementing and supporting the DRAIC);
 - k. Technical Data List (TDL) in relation to the Technical Data required for implementing, operating and supporting a DRAIC; and
 - l. any data items required for operating and supporting the DRAIC, as listed in the Approved TDL (eg, maintenance plans, maintenance management plan, and inventory management plan).

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Option: Include this clause if there will be work associated with a required DRAIC under a prior or linked Contract (Acquisition).

- 2.2 The DRAICRR shall also address any DRAIC aspects arising from, or delivered through, the Contract (Acquisition).

3. REVIEW ENTRY CRITERIA

| Item | Entry Criteria |
|------|--|
| 1. | All data items required to be delivered before, and linked to, the DRAICRR, including those identified in the CDRL and in other data items (eg, TDL), have been delivered and the Commonwealth Representative considers the data items to be suitable for the purposes of conducting the DRAICRR. |
| 2. | <p>The assurance scenarios for confirming the suitability of the Relevant DRAIC have been agreed by the Commonwealth Representative, including scenarios in relation to the use and support of the Relevant DRAIC, to ensure that the required functionality is achieved, and integrating (as applicable) with other elements of the Support System for the Products Being Supported.</p> <p>The assurance scenarios include traceability to:</p> <ul style="list-style-type: none"> a. any scenarios identified in the Approved AIC Plan; b. any functional and performance requirements in Attachment F and any requirements for the DRAIC derived from the requirements in Attachment F; c. any operating and support concepts in Attachment F; and <p>Note to drafters: Modify the following clause depending upon whether or not the requirements for a DRAIC will be specified under a prior or linked Contract (Acquisition), including through, for example, the Support System Specification (SSSPEC).</p> <ul style="list-style-type: none"> d. other applicable requirements sources (eg, legislation, the other requirements of the Contract (Support), and Approved PHIP / RUMP / AIC Plan [...INSERT IF APPLICABLE, "and, where applicable, the Contract (Acquisition)"...]). |
| 3. | <p>Any precursor transfer of technology activities to establish the Relevant DRAIC within Australian Industry have been undertaken, including in relation to transfer of technology, Technical Data and Intellectual Property, and knowhow and know-why (eg, through training, secondment or other means).</p> <p>Note to drafters: Modify the following clause if there will be transfer of technology activities for a required DRAIC under a prior or linked Contract (Acquisition).</p> <p>For clarity, this criterion only applies to transfer of technology activities set out in the Approved AIC Plan [...INSERT IF APPLICABLE, "and the Contract (Acquisition)"...].</p> |
| 4. | If applicable, any equipment associated with the Relevant DRAIC that requires installation has been installed and functionally checked, as appropriate, except as otherwise agreed by the Commonwealth Representative. |
| 5. | The supportability analysis for the DRAIC Elements has been conducted and all of the Support Resources and Training associated with the Relevant DRAIC, which are capable of being identified at the time of the DRAICRR, have been identified, except as otherwise agreed by the Commonwealth Representative. |
| 6. | The ICT applicable to the Relevant DRAIC has been Verified as satisfying the relevant requirements in the Technical Data that sets out the ICT needs at the DRAIC. |
| 7. | The applicable governing plans for the work to be undertaken in the Relevant DRAIC (eg, the HSMP, ENVMP, QP, CMP and maintenance plans, as applicable) are up-to-date, Approved, and appropriately address the operating and support functions to be conducted for the Relevant DRAIC. |

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| Item | Entry Criteria |
|------|---|
| 8. | All required Authorisations to operate and support the Relevant DRAIC have been obtained. |
| 9. | <p>Note to drafters: Include this requirement if the implementation of the DRAIC will follow on from activities under a prior or linked Contract (Acquisition).</p> <p>Action items from any previous DRAIC activities under a linked Contract (Acquisition), affecting the readiness of the Relevant DRAIC to perform its identified functions, have been successfully addressed or action plans agreed with the Commonwealth Representative.</p> |

4. REVIEW CHECKLIST

| Item | Entry Criteria |
|------|---|
| 1. | Were all entry criteria satisfied before starting the DRAICRR? |
| 2. | Have Approved and pending CCPs, which could have an effect on the Relevant DRAIC, been assessed? |
| 3. | Have all Commonwealth Representative review comments against data items applicable to the DRAICRR been adequately addressed? |
| 4. | Are operational-level plans for the Relevant DRAIC in place, current and authorised? For clarity, operational-level plans are used to operate the Relevant DRAIC under and within the scope of the governing plans identified in the entry criteria (eg, workshop plans). |
| 5. | <p>Have the work process flows to be conducted in the Relevant DRAIC been defined? For clarity, this includes operating and support processes within the Relevant DRAIC and, as applicable, functions in relation to supporting and/or evolving the Products Being Supported or the Capability or Other Capabilities.</p> <p>Do these process flows define external interfaces associated with the Relevant DRAIC (which, for clarity, includes the identification of both sides of the interface including in other DRAICs) in relation to:</p> <ol style="list-style-type: none"> the flow of materials (eg, raw materials, component parts) into the Relevant DRAIC; data flows and data exchanges; and the flow of materials, including completed products, out of the Relevant DRAIC. <p>Are there current and authorised procedures that align to these process flows?</p> <p>Is the requisite data for these process flows defined, and is appropriate access to this data available at the associated work areas? Is the data current and authorised?</p> <p>Are the materials associated with these process flows identified and physically located where needed to provide the requisite operational functionality for the Relevant DRAIC?</p> <p>Do processes and procedures address any special handling and related requirements (eg, in relation to Government Furnished Material (GFM), shelf life, security, storage environment, WHS, Problematic Substances, Problematic Sources, and environmental protection)?</p> |
| 6. | <p>Do the physical locations and the layout of the Relevant DRAIC facilities, equipment, storage, ICT, and work areas enable the DRAIC to achieve capacity and throughput requirements, including if parallel activities are undertaken, such as when multiple Products Being Supported are being upgraded and/or sustained?</p> <p>If there are parallel activities applicable to the Relevant DRAIC, but these cannot be physically demonstrated, are the modelling and other assumptions, requirements and constraints underpinning the capacity / throughput analyses appropriate for the nature of the work to be performed?</p> |

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| Item | Entry Criteria |
|------|---|
| 7. | Have all items of equipment required to <u>operate</u> the Relevant DRAIC been identified, delivered and physically located where needed to provide the requisite operational functionality for the Relevant DRAIC? For equipment requiring installation, has each item of equipment been functionally tested to confirm installed performance? |
| 8. | Have all items of equipment required to <u>support</u> the Relevant DRAIC been identified, delivered and physically located where needed to provide the requisite support functionality for the Relevant DRAIC? For equipment requiring installation, has each item of equipment been functionally tested to confirm installed performance? For clarity, this includes all Support and Test Equipment (S&TE) and equipment for materials handling. |
| 9. | Is the equipment required to operate and support the Relevant DRAIC serviceable and, for equipment requiring calibration, does the equipment have current calibration certification? |
| 10. | For each item of bespoke equipment, has a Design Certificate been signed by the applicable Contractor or Subcontractor authority, and has each Design Certificate either been witnessed by, or (if required) delivered to, the Commonwealth Representative? |
| 11. | Are all items of equipment that form part of the DRAIC identified in the information management systems / Configuration Management systems applicable to the DRAIC? |
| 12. | Is all of the Technical Data required to <u>operate</u> the Relevant DRAIC equipment resident in the information management systems applicable to the DRAIC? |
| 13. | Is all of the Technical Data required to <u>support</u> the Relevant DRAIC equipment resident in the information management systems applicable to the DRAIC? For clarity, this includes data in relation to Maintenance (including calibration), Spares, inventory management (including Packaging, handling, storage and transportation), supply chain and Configuration Management. |
| 14. | Have performance-management systems and processes for the Relevant DRAIC been defined and implemented? |
| 15. | Are the plans, procedures and Technical Data to be used by a predominantly Australian Industry workforce provided to Simplified Technical English (STE) standards (ie, using a dictionary derived from ASD-STE100), or otherwise suitable for a workforce with the typical skills and experience to be found in Australian Industry for undertaking the type of work in the Relevant DRAIC? |

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| Item | Entry Criteria |
|------|--|
| 16. | <p>Does the ICT that forms part of the Relevant DRAIC implement all of the functionality required for the operation and support of the DRAIC, including to the extent applicable for the DRAIC:</p> <ul style="list-style-type: none"> a. project management (eg, for scheduling or resource allocation); b. quality management; c. enterprise resource management; d. materiel requirements planning; e. manufacture resource planning; f. production engineering; g. Technical Data management; h. Configuration Management; i. Maintenance management; j. software support; k. inventory management; l. supply chain management; m. requirements management; n. integration and test management; o. V&V management; p. Work Health and Safety (WHS); and q. environmental protection? |
| 17. | <p>Are any items of GFM required to provide the requisite operational and/or support functionality for the Relevant DRAIC in place and serviceable?</p> |
| 18. | <p>Are the necessary personnel in place in sufficient numbers and with the correct skills mix to <u>operate</u> the Relevant DRAIC, as identified in the Approved governing plan for the implementation of the DRAIC (eg, Approved PHIP / RUMP / AIC Plan)?</p> <p>Are the necessary personnel in place in sufficient numbers and with the correct skills mix to <u>support</u> the Relevant DRAIC, as identified in the Approved governing plan for the implementation of the DRAIC?</p> <p>Are the management and organisational structures (including supervisory roles) commensurate with the nature and complexity of the tasks, the hazard analyses for the Relevant DRAIC, and the associated WHS and environmental risks?</p> <p>Where there are shortfalls in personnel numbers and/or skills, are there plans in place to rectify these shortfalls so that the Relevant DRAIC will achieve full operational capability when required, as set out in the Contract and/or the Approved governing plan for the implementation of the DRAIC?</p> |
| 19. | <p>Are there Training programs in place so that:</p> <ul style="list-style-type: none"> a. personnel who are required to undertake work in the Relevant DRAIC can maintain currency; and b. to enable Training to be provided to replacement personnel when required? <p>(Note that this will include training records and evidence of certification as necessary.)</p> |

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| Item | Entry Criteria |
|------|---|
| 20. | <p>Is the hazard log for the Relevant DRAIC, including identified Problematic Substances and Problematic Sources, up-to-date and consistent with the systems, equipment, plans, processes and procedures associated with the Relevant DRAIC?</p> <p>Have all hazards arising out of the Approved Hazard Log, which are applicable to the Relevant DRAIC, been addressed?</p> <p>For all substances, which are either hazardous to personnel or the environment (or both), are the applicable Safety Data Sheets (SDSs) in place and readily available to the workforce in the Relevant DRAIC (eg, through the WHS Management System)?</p> <p>Has Training been provided to ensure a safe workplace for the Relevant DRAIC? Has the workforce demonstrated an understanding of the safety considerations at the workplace?</p> |
| 21. | <p>Are the required Subcontracts in place to provide the resources (eg, labour, materials, component parts and specialist services) required to meet the schedules applicable to <u>operating</u> the Relevant DRAIC and <u>undertaking</u> the support and/or evolution of the Products Being Supported or the Capability or Other Capabilities?</p> <p>Where these arrangements have not been fully implemented, are there plans in place to implement these arrangements at a suitable future time so that the Relevant DRAIC will achieve full operational capability when required, as set out in the Contract and/or the Approved governing plan for the implementation of the DRAIC (eg, Approved PHIP / RUMP / AIC Plan)?</p> |
| 22. | <p>Are the required Subcontracts in place to provide the resources (eg, labour, spares, consumables and specialist services, including in relation to disposal) required to <u>support</u> the Relevant DRAIC?</p> <p>Where these arrangements have not been fully implemented, are there plans in place to implement these arrangements at a suitable future time so that the Relevant DRAIC will achieve full operational capability when required, as set out in the Contract and/or the Approved governing plan for the implementation of the DRAIC (eg, Approved PHIP / RUMP / AIC Plan)?</p> |
| 23. | <p>Have the Sovereignty requirements linked to the Relevant DRAIC been achieved? For clarity, these Sovereignty requirements are those defined through the Approved AIC Plan(s) (ie, including Subcontractor AIC Plans), and related data items, as they apply to the Relevant DRAIC.</p> |
| 24. | <p>Are disposal plans and waste / scrap management, reclamation and recycling plans applicable to the Relevant DRAIC in place and authorised?</p> |
| 25. | <p>Have the assurance scenarios agreed through the applicable entry criterion provided the integrated view of operations for the Relevant DRAIC to confirm suitability in relation to operating and supporting the Relevant DRAIC and the support and/or evolution of the Products Being Supported or the Capability or Other Capabilities?</p> |
| 26. | <p>Has a WHS audit been conducted of the Relevant DRAIC? Are safety plans, equipment and personnel training in place?</p> |
| 27. | <p>Have all risks for the Relevant DRAIC identified prior to the DRAICRR been reported against?</p> |
| 28. | <p>Are Contract plans and schedules consistent with the Contract activities post-DRAICRR, including the activities to address any minor omissions and defects in the Relevant DRAIC?</p> |

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5. REVIEW EXIT CRITERIA

| Item | Exit Criteria |
|------|--|
| 1. | All checklist items have been addressed to the satisfaction of the Contractor and the Commonwealth Representative. |
| 2. | To the extent applicable, the Technical Data and Software Rights Schedule is up-to-date and consistent with the systems, equipment and processes included in the Relevant DRAIC, except to the extent otherwise agreed by the Commonwealth Representative. |
| 3. | The TDL is up-to-date and consistent with the systems, equipment and processes included in the Relevant DRAIC, except to the extent otherwise agreed by the Commonwealth Representative. |
| 4. | All major problem and risk areas with the Relevant DRAIC have been identified and resolved and, for minor problems and risks, corrective action plans have been recorded and agreed by the Commonwealth Representative. |
| 5. | All risks identified during the course of DRAICRR have been documented and analysed. |
| 6. | The risks with proceeding to the next phase (ie, using the Relevant DRAIC to perform its specified functions in relation to the Products Being Supported and/or the Capability or Other Capabilities) are acceptable to the Commonwealth Representative. |
| 7. | All major action items have been closed. |
| 8. | All minor action items have been documented and assigned with agreed closure dates. |
| 9. | Review Minutes have been prepared, Approved, and distributed in accordance with the Contract. |

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TECHNICAL DATA AND SOFTWARE RIGHTS (TDSR) SCHEDULE (CORE)

Note to drafters: Prior to RFT release drafters are to:

- a. **identify in TDR C-4 or as a note to tenderers in the TDSR Schedule, for items or equipment (at a product, system, subsystem or component level) likely to be included in the Services, where potential restrictions on the Commonwealth's Use or Sublicensing of the related TD and Software will not be acceptable; and**
- b. **determine and specify if the Commonwealth requires ownership of IP in any new TD and Software that will be created under the Contract (i.e. Commonwealth TD and Commonwealth Software).**

The examples in each annex are to be removed prior to RFT release and system-specific information must be inserted where necessary. The Commonwealth should have conducted a Technical Data Requirements Analysis (TDRA) for the acquisition of the Materiel System – this may be updated when preparing a draft Support Contract. Information regarding the conduct of a Commonwealth TDRA can be found in CASG Handbook (E&T) 12-2-003.

Further information on clause 5 of the draft COC and the TDSR Schedule can be found in the ASDEFCON TD / IP Commercial Handbook at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/intellectual-property-framework>.

Note to tenderers: Attachment G and its annexes define any restrictions on the TD and Software rights granted under the Contract and provide additional information for the purposes of the TD and Software provisions in the Contract. Attachment G does not define restrictions on GFM or Products Being Supported.

Attachment G and its annexes will consist of an amalgamation of information contained in this draft Attachment G, the successful tenderer's response to TDR C-4 and any negotiated adjustments.

- 1.1 Attachment G consists of the following Annexes:
 - A. Highly Sensitive TD and Highly Sensitive Software (Core);
 - B. Delivery and Licence Restrictions on Use of TD and Software (Core);
 - C. Key Commercial Items (Core);
 - D. Commonwealth TD and Commonwealth Software (Core);
 - E. Excluded Parties (Core); and
 - F. Patents, Registrable Designs and Circuit Layouts (Core).

ANNEX A TO ATTACHMENT G

HIGHLY SENSITIVE TD AND HIGHLY SENSITIVE SOFTWARE (CORE)

Note to drafters: Highly Sensitive TD and Highly Sensitive Software are described in the note to tenderers below. Highly Sensitive TD and Highly Sensitive Software may:

- a. exist as at the Effective Date (e.g. the tenderer is licenced by an OEM for TD or Software that was not delivered to the Commonwealth during the acquisition); or**
- b. be introduced during the course of the Contract (e.g. when a modification under an S&Q Order introduces new equipment).**

By permitting the inclusion of TD or Software in this Annex A, the Commonwealth's Use of or ability to Sublicense IP may be severely restricted, as described in clause 5.2 of the draft COCs. The Commonwealth must carefully consider the remaining Life of Type for the Capability or Products Being Supported (including any impacts on related and future contracts) before agreeing to any restrictions in this Annex A.

Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Annex A should only include TD or Software that the tenderer would bring to the Contract (eg, not already licenced to the Commonwealth), where disclosure would have a major adverse effect on the business of the tenderer (or proposed Approved Subcontractor) and its commercial advantage.

Highly Sensitive TD and Highly Sensitive Software should be clearly identified at its lowest Configuration Item (to which the restriction is able to be distinguished) and linked to the tendered draft TDL, as appropriate. Highly Sensitive TD and Highly Sensitive Software will generally already exist as at the Effective Date and will not include TD or Software created under the Contract or a Subcontract. This Annex A is to:

- a. list and describe all items of Highly Sensitive TD and Highly Sensitive Software (columns d and e);**
- b. identify any restrictions on the Commonwealth's rights to Use and Sublicense the listed TD or Software, as contemplated by clause 5.2 of the draft COC (column f); and**
- c. specify the reasons in support of categorising the TD or Software as Highly Sensitive TD or Highly Sensitive Software and the restrictions being proposed (column g).**

Restrictions on the Commonwealth's right to grant a Sublicence in respect of TD or Software should not be included in this Annex A if the restriction only limits the grant of a Sublicence for "other Defence Purposes". These restrictions should be included in Annex B only.

ANNEX A TO ATTACHMENT G

| Unique Line Item Description | Item Reference within TDL | Owner or Licensor | System/ Subsystem/ Component/CI Name | Description of TD or Software | Restrictions on Commonwealth's rights to Use or Sublicence the TD or Software (COC, clause 5.2) | Justification for Restriction(s) |
|------------------------------|---------------------------|----------------------------------|--------------------------------------|---|--|--|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| <i>Example: G-A-1</i> | ABC #1295 | Contractor | Fuel tank | Process for emptying and cleaning Wing fuel tanks and maintaining fuel tank pumps | <p>The Commonwealth's rights to Use the TD is limited to performance assessment and cost review purposes only.</p> <p>The Commonwealth is not entitled to grant a Sublicence in respect of the TD other than to a Commonwealth Service Provider not included as an Excluded Party.</p> | <p>This data is highly sensitive data that underpins the Contractor's business. The disclosure of this data to a competitor of the Contractor would cause very significant damage to the Contractor's business.</p> <p>This data is only required for performance assessments and cost review purposes and is not required to enable the Commonwealth (or its Contractors) to use or support or maintain the Products Being Supported as envisaged under the Contract.</p> |
| <i>Example: G-A-2</i> | ABC #1258 | EWS Ltd (Approved Subcontractor) | Combat Management System | Electronic Warfare Maintenance and Configuration Tool (including Source Code) | The Commonwealth must not grant a Sublicence of the TD to XRY Pty Ltd or its Related Bodies Corporate for any reason. | Disclosure of the Maintenance and Configuration Tool (including Source Code) to the listed companies (or their Related Bodies Corporates) would cause very significant damage to the business of EWS Ltd and result in the Contractor being unable to exercise the maintenance licence granted directly by EWS Ltd to the Contractor for this Contract and many similar US Air Force EW system support contracts. |

ANNEX B TO ATTACHMENT G

DELIVERY AND LICENCE RESTRICTIONS ON USE OF TD AND SOFTWARE (CORE)

Note to drafters: The Commonwealth's rights to Use and Sublicense TD and Software under clause 5.3.3b(ix) of the draft COC and the Commonwealth's rights to have TD and Software delivered, may be subject to restrictions as set out in this Annex B. The Commonwealth must carefully consider any restrictions proposed by a tenderer before agreeing to include them in this Annex B.

Restrictions may apply for TD and Software that the tenderer proposed to provide at the Effective Date (e.g. is licenced by an OEM for TD or Software that was not delivered to the Commonwealth as part of the acquisition of the Capability or Products Being Supported) or that will be introduced during any resultant Contract (e.g. when a modification under an S&Q Order introduces new equipment).

Drafters should, after considering Materiel System requirements from a Life of Type perspective (particularly the implications for any related and future support contracts), and after conducting or updating a TDRA if applicable, draw each tenderer's attention to any restrictions that the Commonwealth considers would not be acceptable. This information should be included as a note to tenderers or in TDR C-4.

Note to tenderers: In addition to the information provided in this Annex B, tenderers should note any guidance provided in TDR C-4 and this Annex B in relation to specific restrictions that are considered to be unacceptable to the Commonwealth. In responding, tenderers are to identify any proposed restrictions on:

- a. the Commonwealth's Sublicensing rights in respect of TD and Software under clause 5.3.3b(ix) of the draft COC (columns (f) and (g)); and***
- b. the Commonwealth's rights to require delivery of TD for the purposes of clause 5.13 of the draft COC (columns (e) and (g)). Restrictions will only be included in column (e) where tenderers have justified the basis for the restricted delivery requirements for the relevant TD or Software. These restrictions will only be agreed if the Commonwealth considers that delivery of the item to the Commonwealth is not required.***

If TD or Software currently exists that will be incorporated into Commonwealth TD or Commonwealth Software, tenderers are to list the TD or Software in this Annex B and include a reference to the relevant Unique Line Item Description of the Commonwealth TD or Commonwealth Software from Annex D and insert in column (d).

For any item of TD or Software that is subject to restrictions on delivery to the Commonwealth, the recipient of the TD or Software is the person identified in the Approved TDL.

ANNEX B TO ATTACHMENT G

| Unique Line Item Description | Owner or Licensor | System/ Subsystem/ Component/CI Name | Description of TD or Software (and refer to Unique Line Item Description from Annex D, if appropriate) | Restrictions on Commonwealth's rights to the delivery of the TD or Software (Yes / No) (COC, clause 5.13) If yes, specify identity of recipient(s) or nature of the restrictions in column (g) | Restrictions on Commonwealth's rights to Use or Sublicence the TD or Software (COC, clause 5.3.3b(ix)) | Justification for Restriction(s) |
|------------------------------|-------------------|--------------------------------------|---|---|--|--|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| <i>Example: G-B-1</i> | <i>Contractor</i> | <i>Aircraft Landing System</i> | <i>Aircraft structural loads and certification data</i> | <i>No</i> | <i>Licences do not include right to grant sublicences for the purpose of a third party modifying the Capability.</i> | <i>This is competitively sensitive data as it reveals unique characteristics of the Aircraft Landing System.</i> |
| <i>Example: G-B-2</i> | <i>Contractor</i> | <i>Combat Management System</i> | <i>Mission Planning Software</i> | <i>No</i> | <i>Licences do not include right to grant sublicences for the purpose of modifying, developing or upgrading the Software without the prior written consent of XYZ Pty Ltd.</i> | <i>This is competitively sensitive data.</i> |
| <i>Example: G-B-3</i> | <i>Contractor</i> | <i>Fuelling System</i> | <i>Business Process Manual</i> | <i>Yes</i> | <i>N/A</i> | <i>Contains competitively sensitive data that are trade secrets and not required to utilise the Product Being Supported. Contractor will directly provide to a recipient where necessary.</i> |

ANNEX C TO ATTACHMENT G

KEY COMMERCIAL ITEMS (CORE)

Note to tenderers: Tenderers are to list all items of Commercial TD or Commercial Software related to a Key Commercial Item procured (or to be procured) as part of the Services in accordance with clause 5.4 of the draft COC, and specify the terms applicable to the licence proposed to be granted for the item. The tenderer may complete column (f) by reference to other documents from which those terms are ascertainable.

| Unique Line Item Description | Description of Key Commercial Item System/ Subsystem/ Component/CI Name | Description of related TD or Software (including version number and use) | Details of Approved Subcontractor or relevant Related Body Corporate | Owner or Licensor | Licence Terms |
|------------------------------|---|--|--|------------------------------|---|
| (a) | (b) | (c) | (d) | (e) | (f) |
| <i>Example: G-C-1</i> | <i>Environmental Management System</i> | <i>XYZ Software V8.5 used in Support System</i> | <i>Easy Breathe Pty Ltd.</i> | <i>Easy Breathe Pty Ltd.</i> | <i>Same terms as per clause 5.4 except no permission to sublicense to Good Air Pty Ltd.</i> |
| <i>Example: G-C-2</i> | <i>Aircraft Tank Cleaning System</i> | <i>Maintenance Manual for Aircraft Cleaning System</i> | <i>Clean Landing Pty Ltd.</i> | <i>Clear Landing US Inc.</i> | <i>Terms and conditions are as detailed at www.cleanlanding.com/manuals/HCS/terms_and_conditions.aspx as at 1 July 2018. The Commonwealth must pay to Clean Landing US Inc. an annual licence fee of \$2,000.00 for each year the system is retained and used by a different support contractor after Contract expiry.</i> |

ANNEX D TO ATTACHMENT G

COMMONWEALTH TD AND COMMONWEALTH SOFTWARE (CORE)

Note to drafters: The Commonwealth's default position is to not own IP created under the Contract or a Subcontract. However, in limited cases for national security and/or strategic interest reasons, the Commonwealth can require ownership of IP in specific items of TD or Software.

In the Support context, the Commonwealth may elect to own records created by the Contractor, such as supply records which may include maintenance logs, defect reports and demands for spares. However, if the licence under clause 5.3 of the COC is adequate for the Commonwealth's purposes, the Commonwealth should not require ownership of those records.

For any TD or Software that is listed in this Annex D, any new IP in that TD or Software ownership is assigned to the Commonwealth or its nominee under clause 5.1.3 of the draft COC. Column (d) should describe the class or type in sufficient detail as to enable the identification of TD or Software that comes within the relevant class. Column (b) is to include a cross reference to the Approved TDL or other Contract document or Deliverable, where the relevant TD or Software is to be listed in greater detail.

Note to tenderers: Tenderers are to describe in column (d) of this Annex D, the classes or types of TD or Software (if not already specified by the Commonwealth) that will be created as part of the Services being provided in relation to the Products Being Supported shown below in column (c). For each item of TD or Software that falls within the class or type listed in column (d), the ownership of IP relating to that item will be assigned to the Commonwealth. The relevant TD or Software is referred to as Commonwealth TD or Commonwealth Software (as applicable).

If any Commonwealth TD or Commonwealth Software contains IP owned by the Tenderer or a proposed subcontractor (being IP in existence prior to the Effective Date or created outside the Contract and Subcontracts), the Contractor is to grant a licence to the Commonwealth of that IP under clause 5.3 of the draft COC (subject to any proposed restrictions listed in Annex B). Tenderers should note that such restrictions should not prevent the use of the Commonwealth TD or Commonwealth Software as provided for in the Contract (see clause 5.16.2b of the draft COC).

This Annex D does not deal with licences for GFM and Products Being Supported that are provided by the Commonwealth to the Contractor (see clause 5.6 of the draft COC and Attachment E).

ANNEX D TO ATTACHMENT G

| Unique Line Item Description | Item Reference with TDL | Equipment/ System/ Subsystem/ Component/CI Name | Description of TD or Software | Name of Assignee | Restrictions on non-Commonwealth owned IP (refer Unique Line Item Description from Annex B if required) | Restrictions on licences granted by the Commonwealth under clause 5.5.2 of the COC |
|------------------------------|-------------------------|---|--|--|--|---|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| <i>Example: G-D-1</i> | <i>ABC #1299</i> | <i>Flight System</i> | <i>Wing refuelling station design</i> | <i>Commonwealth</i> | <i>Contractor owns IP in Wing refuelling clasp included in design.</i> | <i>The Contractor may use solely for the purpose of maintaining the Aircraft and must not sublicense any of the IP in the Technical Data.</i> |
| <i>Example: G-D-2</i> | <i>ABC #1976</i> | <i>Radar System</i> | <i>XYZ software configuration manual.</i> | <i>Commonwealth</i> | <i>Nil</i> | <i>The Contractor may use solely for the purpose of installation of updates to the XYZ subsystem and must not sublicense any of the IP in the manual.</i> |
| <i>Example: G-D-3</i> | <i>ABC #1982</i> | <i>Combat Management System</i> | <i>Operation and maintenance manuals for XYZ combat management system.</i> | <i>ABC Pty Ltd (via the Commonwealth).</i> | <i>Nil</i> | <i>The Contractor may use solely for the purpose of undertaking repairs and updates on XYZ subsystem and must not sublicense any of the IP in the Technical Data.</i> |

ANNEX E TO ATTACHMENT G

EXCLUDED PARTIES (CORE)

Note to drafters: Listing parties as Excluded Parties means they cannot be engaged by the Commonwealth as Commonwealth Service Providers for the purposes of the Contract. The effect of this is that the Commonwealth is not entitled to grant these parties the broad Sublicences at clauses 5.3.3a and 5.7.1b(i) of the draft COC. However, Excluded Parties may still be granted Sublicences under clauses 5.3.3b, 5.3.3c, 5.7.1b(ii) or 5.7.1b(iii). The Commonwealth's preference is that there are no Excluded Parties. In most cases, there will be no need for Excluded Parties because the TDSR Schedule enables the tenderer to protect specific TD or Software that it considers sensitive. For further guidance on the impact of listing parties as Excluded Parties, see Chapter 5 of the ASDEFCON Technical Data / Intellectual Property Commercial Handbook, available from the ASDEFCON intranet page and the internet link below.

Note to tenderers: The Commonwealth has broad rights to grant a sublicense in respect of TD, Software and Contract Material to a Commonwealth Service Provider at clauses 5.3.3a and 5.7.1b(i) of the draft COC. The listing of Excluded Parties will only be agreed to by the Commonwealth in exceptional circumstances, due to the administrative and operational constraints for the Commonwealth arising from listing a party in this annex. Specifying that a party is an Excluded Party does not mean that the Commonwealth cannot sublicense to that person if they are engaged in another capacity (for example, to provide maintenance or upgrade services to the Commonwealth) and such sublicensing is not restricted in Annex A or B. For further guidance, see Chapter 5 of the ASDEFCON Technical Data / Intellectual Property Commercial Handbook at:

<https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/intellectual-property-framework>

1.1 The following parties are excluded from being Commonwealth Service Providers for the purposes of clause 5 of the Contract:

| Unique Line Item Description | Excluded Party (a party must be capable of being clearly identified by the Commonwealth) | Period of Restriction (must not be perpetual) | Justification for Non-Disclosure Restriction |
|------------------------------|---|--|---|
| (a) | (b) | (c) | (d) |
| Example: G-E-1 | XYZ Pty Ltd | 5 years from Effective Date | XYZ Pty Ltd is a direct competitor of the Contractor in relation to the maintenance of Fuel Pumps. If XYZ Pty Ltd were to be engaged as a Commonwealth Service Provider, it would be granted a licence for access to the Contractor's documented method and processes for increasing mean time between maintenance cycles for fuel pumps, and that licence would not be subject to the restrictions on the use or disclosure of the TD that apply to subcontractors (because Commonwealth Service Providers are granted broader licences than other subcontractors). This would significantly harm the Contractor's competitive advantage as well as the Contractor's ability to generate revenue from other customers in relation to the maintenance of the fuel pumps included in the Products Being Supported. |

ANNEX F TO ATTACHMENT G

PATENTS, REGISTRABLE DESIGNS AND CIRCUIT LAYOUTS (CORE)

Note to tenderers: Tenderers are to identify any restrictions that limit the licences granted to the Commonwealth in relation to a Patent, Registrable Design or Circuit Layout (in accordance with clause 5.18 of the draft COC). A full description of the relevant Products, TD or Software that contains the Patent, Registrable Design or Circuit Layout protection must be included.

| Unique Line Item Description | Services containing a Patent, Registrable Design or Circuit Layout (pending or registered) | Type of IP (Patent, Registrable Design or Circuit Layout) | Owner / IP Applicant | Application / Registration No (if applicable) | Countries or regions of permitted use | Restriction |
|------------------------------|--|---|----------------------|---|---|--|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| <i>Example: G-F-1</i> | <i>Signal Integrator Manual (Method of Signal Capture)</i> | <i>Patent</i> | <i>XYZ Pty Ltd</i> | <i>AU 01 233 323232</i> | <i>Australia only</i> | <i>The Commonwealth may not make an integrated circuit from the plans contained in the manual for a period of 3 years.</i> |
| <i>Example: G-F-2</i> | <i>Signal Integrator Device</i> | <i>Circuit Layout</i> | <i>XYZ Pty Ltd</i> | <i>N/A</i> | <i>Australia and United States only</i> | <i>The Commonwealth may not disclose the device to a third party for a period of 5 years from the Operative Date.</i> |

ATTACHMENT H

SCHEDULE OF APPROVED SUBCONTRACTORS (CORE)

Note: Update the following table to list the Approved Subcontractors identified in accordance with the conditions in clause 11.9 of the COC. A Subcontractor may be required to execute an Approved Subcontractor Deed in relation to Intellectual Property rights or if the Approved Subcontractor will be considered to be an AIC Subcontractor. Refer to clause 11.9 of the COC to determine if the Subcontractor will be required to execute an Approved Subcontractor Deed.

Note to tenderers: Attachment H will consist of an amalgamation of TDR A-3, the successful tenderer's response and any negotiated adjustments.

Table H-1: Schedule of Approved Subcontractors

| Approved Subcontractor (ABN/ACN if applicable) | Work to be Subcontracted (including technical significance) | CWBS reference | Australian Industry Activity references (if applicable) | Equipment / Services | Location of work to be performed (incl postcode) | Subcontract value \$A | Is an Approved Subcontractor Deed (ASD) required, and reason? (see clause 11.9 of COC) | | | Comments / Exclusions |
|---|--|----------------|--|----------------------------------|---|-----------------------|--|--|---|--|
| | | | | | | | IP rights (clauses 2 and 4 of the ASD) (Yes/No) | AIC Subcontractor (clause 5 of the ASD) (Yes/No) | Other (specify in comments) (Yes/No) | |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| ANZ Subcontractors | | | | | | | | | | |
| XYZ Pty Ltd (ABN 123456789012) | Supply of Comms Storage Cabinets | | | For integration into Subsystem X | | | No | No | No | SOW clause x.x - Software performance measurement requirement not applicable to this Subcontract because there is no software development involved |
| ABC Pty Ltd (ABN1232345678901) | Supply of Comms system | | | For integration into Subsystem X | | | Yes | Yes | No | Subcontractor is performing work integral to the development of a new Industrial Capability for communications software support |
| Overseas Subcontractors | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

ATTACHMENT I

AGREED DEEDS (CORE)

Note to tenderers: Attachment I will consist of the following annexes:

- A. Approved Subcontractor IP Deed (Core);
- B. Deed of Confidentiality and Fidelity (Core);
- C. Contract Change Proposal (Core);
- D. Bank Guarantee (RFT Core);
- E. Deed of Guarantee and Indemnity (RFT Core).

ANNEX A TO ATTACHMENT I

APPROVED SUBCONTRACTOR DEED (CORE)

This Deed is made on **(INSERT DATE)**

BETWEEN

The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312
(‘the Commonwealth’)

AND

(INSERT NAME OF COMPANY) (INSERT ACN/ARBN AND ABN AS APPLICABLE) a company duly incorporated under the laws of **(INSERT JURISDICTION)** and having its registered office at **(INSERT DETAILS)** **(‘the Approved Subcontractor’)**.

RECITALS

- A. The Commonwealth has entered into a Contract **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** **(‘the Contract’)** with **(INSERT NAME OF CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE)** **(‘the Contractor’)** for the provision of **(INSERT BRIEF DESCRIPTION)**.
- B. The Contractor has entered into a contract **(INSERT CONTRACT IDENTIFIER)** dated **(INSERT DATE)** **(‘the Approved Subcontract’)** with the Approved Subcontractor for the provision of **(INSERT BRIEF DESCRIPTION)**.
- C. The Approved Subcontractor has agreed to provide the commitments set out in this Deed in favour of the Commonwealth in relation to the Approved Subcontract.

AGREED TERMS

ANNEX A TO ATTACHMENT I

1 INTERPRETATION**1.1 Definitions (Core)**

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

'ACE Measurement Points' has the meaning given in the Approved Subcontract.

'ACE Measurement Rules' means method for calculating Australian Contract Expenditure and Imported Contract Expenditure as prescribed by the *ACE Measurement Rules*, August 2021.

'AIC Obligations' means the obligations of the Approved Subcontractor under the Approved Subcontract and this Deed relating to AIC and for the avoidance of doubt includes the obligation to comply with the Subcontractor AIC Plan.

'Approved Subcontract' means the Approved Subcontract identified in the recitals and includes any amendments to the Approved Subcontract.

'Approved Subcontract Material' means information, other than Technical Data (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 Approved Subcontract.

'Approved Subcontractor Personnel' means the officers, employees and agents of the Approved Subcontractor and includes employees, officers or agents of a subcontractor to the Approved Subcontractor.

'Audit' 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.

'Australian Contract Expenditure' has the meaning given in the *ACE Measurement Rules*.

'Australian Entity' means:

- a. a company registered under the *Corporations Act 2001* (Cth) or a company registered under the *Companies Act 1993* (New Zealand);
- b. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or
- c. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN),

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.

'Australian Industry' means Australian Entities that perform work in Australia or New Zealand.

'Circuit Layout' means a circuit layout that is protected under the Circuit Layouts Act 1989 (Cth) or the corresponding laws of any other jurisdiction.

'Claim' means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal or court).

'Commercial Item' means an item that is:

- d. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and
- e. able to be used for its intended purpose under the Approved Subcontract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item).

'Commercial Software' means Software that is:

- a. a Commercial Item; or
- b. supplied, without further development or modification, as a part of, or in conjunction with a Commercial Item under the standard commercial terms applicable to that item; or

ANNEX A TO ATTACHMENT I

- c. Free and Open Source Software.

'Commercial TD' means TD that is:

- a. a Commercial Item; or
- b. supplied, without further development or modification, as a part of, or in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software.

'Commercialise' means, in respect of the Commonwealth or any of its sublicensees, to exploit the Intellectual Property (IP) in TD, Approved Subcontract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee.

'Commonwealth Contractor' means a person (other than the Contractor, the Approved Subcontractor or a subcontractor of either of them) engaged by the Commonwealth to provide goods or services to the Commonwealth.

'Commonwealth Officer' means any of the following:

- a. a Minister of State for the Commonwealth;
- b. a person employed or engaged under the Public Service Act 1999 (Cth) or the Members of Parliament (Staff) Act 1984 (Cth);
- c. a person who is included in Defence Personnel; and
- d. a member of the Australian Federal Police.

'Commonwealth Property' means property of any kind (including government furnished material) owned or leased by, or in the possession of, the Commonwealth.

'Commonwealth Personnel' means Commonwealth Officers, Defence Personnel, and any other agents of the Commonwealth.

'Commonwealth Service Provider' means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:

- a. professional, administrative, contract management or project management services to Defence; or
- b. technical management or assurance services, including verification and validation, safety, certification, security or capability development,

but does not include a person specified as an Excluded Party in Annex E to the TDSR Schedule.

'Commonwealth Software' means:

- a. any Software of the type described in Annex D to the TDSR Schedule in respect of a Deliverable or a Product Being Supported specified in that Annex; and
- b. any developments, modifications or improvements to that Software.

'Commonwealth TD' means:

- a. any TD of the type described in Annex D to the TDSR Schedule in respect of a Deliverable or a Product Being Supported specified in that Annex; and
- b. any developments, modifications or improvements to that TD.

'Confidential Information' means:

- a. any information provided by the Approved Subcontractor that is identified in Schedule 3; and
- b. any other information:
- (i) that is commercially sensitive (not generally known or ascertainable);
 - (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and

ANNEX A TO ATTACHMENT I

- (iii) that was provided with an express or implied understanding that it would remain confidential,

but does not include information that:

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

'Contractor Managed Commonwealth Assets' or CMCA means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Approved Subcontractor or Approved Subcontractor Personnel for the purposes of the Approved Subcontract.

'Contractor Personnel' means the officers, employees and agents of the Contractor.

'Copyright' 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.

'Defect' means a defect, fault (including a fault which results in a Failure), damage, malfunction or omission, including in relation to:

- a. design, operation, performance or functionality;
- b. manufacture, workmanship or materials,

and 'Defective' has a corresponding meaning.

Without limiting the above, the Deliverables are Defective if they do not conform to the requirements of the Approved Subcontract.

'Defence' means the Department of Defence and/or the Australian Defence Force.

'Defence Personnel' means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the Defence Act 1903 (Cth)) and the equivalents from other organisations on exchange to Defence.

'Defence Purpose' means a purpose related to any of the following:

- a. the defence and defence interests of Australia;
- b. the national security of Australia;
- c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and
- d. peacekeeping or peace enforcement activities.

'Deliverable' means any service, information (including TD), document (including reports, manuals, designs, drawings and the like), hardware, Software or other thing which is required to be delivered or provided under or in connection with the Approved Subcontract. 'Effective Date' means the date on which this Deed is signed by the parties, or if signed on separate days, the date of the last signature.

'Environment' in the context of environmental management, means any of the following:

- a. ecosystems and their constituent parts;
- b. natural and physical resources;
- c. the qualities and characteristics of locations, places and areas;
- d. noise; and
- e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c.

ANNEX A TO ATTACHMENT I

'Excluded Party' means a person specified in Annex E to the TDSR Schedule.

"Free and Open Source Software" means Software that:

- a. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and
- b. may be used, modified, developed or adapted by any person subject to specified conditions,

and includes open source Software, public domain Software, shareware, community source Software and freeware.

'Failure' means the inability of a system or component to perform its required functions within specified performance requirements. The fault tolerance discipline distinguishes between a human action (a mistake), its manifestation (a hardware or software fault), the result of the fault (a failure), and the amount by which the result is incorrect (the error).

'Highly Sensitive Software' means Software specified in Annex A to the TDSR Schedule.

'Highly Sensitive TD' means TD specified in Annex A to the TDSR Schedule.

'Imported Contract Expenditure' has the meaning given in the *ACE Measurement Rules*.

'Industrial Capability' means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial 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 industrial capability may be required, and 'Industrial Capabilities' has a corresponding meaning.

'Intellectual Property' or 'IP' means all present and future rights conferred by law in or in relation to any of the following:

- a. Copyright;
- b. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and
- c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.

'Key Commercial Item' means a Commercial Item listed (or required to be listed) in Annex C to the TDSR Schedule.

'Licence' means a non-exclusive licence of IP in respect of TD, Software, or Approved Subcontract Material, being a licence that:

- a. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;
- b. cannot be revoked or terminated by the owner for any reason except upon expiration of a statutory protection term;
- c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;
- d. operates on a world-wide basis; and
- e. binds each successor in title to the owner of the IP in respect of the TD, Software or Approved Subcontract Material.

'Loss' means any liability, loss (including economic loss), damage, compensation, costs and expenses.

'Moral Rights' means any of the following:

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

ANNEX A TO ATTACHMENT I

'Patent' 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.

'Periodic Cost Review' means means a review held in accordance with clause 1.11 of the Contract.

'Products Being Supported' means the products identified in Schedule 4, which are required to be supported under or in connection with the Contract.

"Quality" means the degree to which a set of inherent characteristics fulfils requirements.

'Registrable Design' means a design able to be protected under the Designs Act 2003 (Cth) or the corresponding laws of any other jurisdiction.

'Remediation Plan' means a plan required from the Contractor in accordance with clause 6.12 of the Contract.

'Request' means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth.

'Royalty' 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.

'Services' means goods and services including Deliverables, Intellectual Property and Technical Data required to be provided under the Approved Subcontract and includes items acquired in order to be incorporated in the Services.

'Software' means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result (including using a computer programming language to control a computer or its peripheral devices), and includes computer programs, firmware and applications and includes a Software Update but excludes Software Design Data and Source Code.

"Software Design Data" means data which describes the internal design and operation of a Software program and its interface with the external Software and hardware systems in which it operates including explanations of particular codes, standard headers or distinct procedures (with inputs, outputs and processing).

'Software Update' means, in relation to Software:

- a. 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); or
- b. a new version of that Software (which is designed to enhance or provide extra functionality to that software).

'Source Code' means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software.

"Subcontractor AIC Plan" means the Approved Subcontractor's AIC Plan developed, delivered and updated by the Approved Subcontractor and approved by the Contractor in accordance with the Approved Subcontract.

'Sublicence' means, in respect of a Licence of IP granted to the Commonwealth under clauses 2.2.1 or 2.3.2, a sublicence of that IP on terms that comply with the requirements of clause 2.5 of this Deed.

"Surveillance" 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).

'TDSR Schedule' means Schedule 1 of this Deed.

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'Technical Data' or 'TD' means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Deliverables or Products Being Supported, 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 Software Design Data and Source Code.

'Trade Mark' means a trade mark protected under the Trade Marks Act 1995 (Cth) or corresponding laws of any other jurisdiction.

'Use' means, in relation to a licence of any TD, Software or Approved Subcontract Material granted to a licensee, to:

- a. use, reproduce, adapt and modify the TD, Software or Approved Subcontract Material in accordance with the licence; and
- b. disclose, transmit and communicate the TD, Software or Approved Subcontract Material:
 - (i) to the licensee's employees, officers and agents; and
 - (ii) to a sublicensee under a sublicense granted in accordance with the licence.

'Verification' 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.

'Working Day', in relation to the doing of an action in a place, means any day in that place other than:

- a. a Saturday, Sunday or public holiday in that place; and
- b. any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on a Saturday, Christmas Day.

1.2 Interpretation (Core)

1.2.1 In this Deed, unless the contrary intention appears:

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

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1.3 Precedence (Core)

- 1.3.1 Unless expressly provided for, the terms of this Deed prevail over the provisions of any Schedule to this Deed to the extent of any inconsistency.

1.4 Survival (Core)

- 1.4.1 The rights and obligations created under or in connection with this Deed survive the termination or expiry of the Contract or the Approved Subcontract.

2 TECHNICAL DATA AND SOFTWARE (OPTIONAL)

Note to drafters: If the Approved Subcontractor is not providing significant IP in items of TD or Software (ie, clause 11.9.3.c (and possibly 11.9.3f(i)) of the COC does not apply to the Approved Subcontractor but other parts of clause 11.9.3 of the COC do apply), then clause 2 will not be necessary and may be deleted and marked 'Not Used'. If the Approved Subcontractor is providing significant IP in items of TD or Software (ie, clause 11.9.3c and possibly 11.9.3f.(i) of the COC do apply to the Approved Subcontractor), then all of clause 2 is a requirement of this deed.

2.1 Ownership of Intellectual Property

- 2.1.1 Nothing in this Deed affects the ownership of IP, except as expressly contemplated in this clause 2.1
- 2.1.2 The parties agree that all IP created under or in connection with the Approved Subcontract in respect of:
- a. Commonwealth TD or Commonwealth Software; and
 - b. Products Being Supported,
 - c. that is delivered or required to be delivered as part of the Services, is assigned to the Commonwealth (or its nominee) immediately upon its creation.

2.2 Highly Sensitive TD and Highly Sensitive Software

- 2.2.1 This clause 2.2 applies to any Highly Sensitive TD or Highly Sensitive Software delivered or required to be delivered to the Commonwealth or any other person under the Approved Subcontract.
- 2.2.2 The Approved Subcontractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and Software to which this clause 2.2 applies, to:
- a. Use the TD or Software for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clause 2.5 to Use the TD or Software, subject to the restrictions specified in Annex A to the TDSR Schedule.

2.3 TD and Software

- 2.3.1 This clause 2.3 applies to all TD and Software delivered or required to be delivered to the Contractor or any other person under the Approved Subcontract, other than:
- a. Highly Sensitive TD or Highly Sensitive Software to which clause 2.2 applies;
 - b. Commonwealth TD and Commonwealth Software to the extent that clause 2.5 applies to that TD or Software; and
 - c. Commercial TD or Commercial Software to which clause 2.4 applies.
- 2.3.2 The Approved Subcontractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 2.3 applies, to:
- a. Use the TD or Software for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clauses b and 2.5 to Use the TD or Software.

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- 2.3.3 The Commonwealth may grant a Sublicence in respect of all TD and all Software to which this clause 2.3 applies, to:
- a. a Commonwealth Service Provider to Use the TD or Software to enable the Commonwealth Service Provider to perform its obligations, functions or duties to the Commonwealth;
 - b. any person to Use the TD or Software to do any of the following:
 - (i) installing or configuring the Deliverables or the Products Being Supported;
 - (ii) physically integrating the Deliverables with the Products Being Supported or other systems;
 - (iii) operating or maintaining the Deliverables or the Products Being Supported;
 - (iv) rectifying any Defect in the Deliverables or the Products Being Supported;
 - (v) undertaking training in relation to the Deliverables or the Products Being Supported;
 - (vi) removing or uninstalling the Deliverables or the Products Being Supported;
 - (vii) decommissioning or destroying the Deliverables or the Products Being Supported;
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes; and
 - (ix) for any other purpose (including to modify and upgrade the Deliverables or the Products Being Supported) but subject to the restrictions specified in Annex B to the TDSR Schedule; and
 - c. any person for a purpose referred to in clause 3.1.3.
- 2.3.4 If, when exercising rights under clause 2.2.1 or 2.3.2, the Commonwealth discloses TD or Software that contains Confidential Information to a third party, the Commonwealth shall ensure that the disclosure of that information is in accordance with clause 3.1.
- 2.3.5 A Licence granted under clause 2.2.1 or 2.3.2 shall be on terms no less favourable than the terms agreed to with the Contractor for the benefit of the Commonwealth under the Contract.

2.4 Commercial TD and Commercial Software

- 2.4.1 This clause 2.4 applies to all Commercial TD and Commercial Software referred to in clause 2.4.2 that is delivered or required to be delivered to the Contractor or any other person under the Approved Subcontract.
- 2.4.2 The Approved Subcontractor shall ensure that each Commercial Item (and related Commercial TD or Commercial Software) delivered or required to be delivered under the Approved Subcontract is specified as a Key Commercial Item in Annex C to the TDSR Schedule, if the IP in the related Commercial TD or Commercial Software is owned by the Approved Subcontractor, unless otherwise agreed by the Commonwealth in writing.
- 2.4.3 The Approved Subcontractor grants to the Commonwealth a licence in respect of all Commercial TD and all Commercial Software to which this clause 2.4 applies to Use the Commercial TD or Commercial Software, or to grant a sublicence to any person to Use the Commercial TD or Commercial Software, for any of the purposes set out in clauses 2.3.3b(i) to 2.3.3b(viii), and for any other purpose, subject to any restrictions specified in Annex C to the TDSR Schedule for that item.
- 2.4.4 The Approved Subcontractor shall ensure that any licence granted to the Commonwealth in respect of Commercial TD and Commercial Software under this clause 2.4 does not require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Approved Subcontract price) unless the Commonwealth has agreed in writing to the payment.
- 2.4.5 A licence granted under clause 2.4.3 shall be on terms no less favourable than the terms agreed to with the Contractor for the benefit of the Commonwealth under the Contract.

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2.5 Commonwealth Sublicences

- 2.5.1 The Commonwealth's right to grant a Sublicence to a person ("Sublicensee") in accordance with clauses 2.2.1 or 2.3.2 is subject to the following conditions:
- a. the Sublicence shall only be granted for a Defence Purpose;
 - b. the Sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Commonwealth;
 - c. the rights granted under the Sublicence shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD and Software (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth or a Commonwealth Contractor;
 - d. the rights granted under the Sublicence shall expire when no longer required for the purposes referred to in clause 2.5.1a; and
 - e. any right of the Sublicensee to grant a further sublicense shall be subject to the same conditions as set out in this clause 2.5.
- 2.5.2 The Approved Subcontractor shall ensure that any IP in Commonwealth TD or Commonwealth Software not assigned to the Commonwealth under clause 2.1.1 is specified in Annex D of the TDSR Schedule.

2.6 Approved Subcontractor to deliver TD and Software

- 2.6.1 The Commonwealth may by notice to the Approved Subcontractor require the delivery to the Commonwealth (or its nominee) of all TD and Software included as part of the Services.
- 2.6.2 The Approved Subcontractor shall comply with a notice given under clause 2.6.1 unless compliance with the notice would be inconsistent with any restricted delivery requirements specified in respect of the relevant TD of Software in Annex A or B (as applicable) of the TDSR Schedule.
- 2.6.3 The Commonwealth shall act reasonably when issuing a notice under clause 2.6.1, including in relation to specifying a time for delivery of the item of TD or Software.

2.7 Patents, Registrable Designs and Circuit Layouts

- 2.7.1 The Approved Subcontractor warrants and shall ensure that a licence is granted or obtained under this Deed for the Commonwealth to exercise any Patent, Registrable Design or Circuit Layout that is necessary to use or support the Services.
- 2.7.2 The Approved Subcontractor warrants and shall ensure that any restriction on a right referred to in clause 2.7 is specified in Annex F to the TDSR Schedule.

2.8 No Commercialisation

- 2.8.1 A Licence or Sublicence granted in accordance with this clause 2 does not permit the Commonwealth or its sublicensee to Commercialise any IP in the TD or Software.
- 2.8.2 For the avoidance of doubt, clause 2.8 does not prevent the Commonwealth from granting a Sublicence, in accordance with a right granted in this clause 2, to a person for the purpose of providing goods or services to the Commonwealth for a Defence Purpose.

3 CONFIDENTIAL INFORMATION (CORE)

Note to drafters: If clause 2 above is not used, delete subclause 3.1.1b and clause 3.1.2, and mark clause 3.1.2 as 'Not Used'.

3.1 Confidential Information (Core)

- 3.1.1 Each party shall ensure that Confidential Information provided by the other party under or in connection with the Deed or identified in Schedule 2 is not disclosed, except to the extent that:
- a. the disclosure is permitted under clause 3.1.3;
 - b. the Confidential Information is in TD or Software and the disclosure is in connection with the exercise of the rights provided for in clause 2; or

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- c. the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 3.1.2 Each party shall ensure that, before disclosing Confidential Information under clause 3.1.1b, the recipient:
- a. executes a confidentiality deed poll substantially in the form of Schedule 2; or
 - b. is otherwise subject to an obligation not to disclose the Confidential Information to any other person, which is on terms substantially equivalent to those in Schedule 2.
- 3.1.3 The restriction in clause 3.1.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is for any of the following purposes:
- a. as required or authorised by law;
 - b. as necessary for the conduct of any legal proceedings arising in connection with the Deed, the Contract or the Approved Subcontract;
 - c. is made by the Commonwealth, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister; or
 - d. is to any of the following:
 - (i) a legal adviser, insurer, financier, auditor or accountant of a party, to the extent required to enable them to perform those roles;
 - (ii) a Related Body Corporate for internal management purposes;
 - (iii) any Commonwealth Personnel that need to know the information to undertake their duties or functions; or
 - (iv) Contractor Personnel or Approved Subcontractor Personnel that need to know the information to enable the Contractor or Approved Subcontractor to perform their obligations under the Contract or Approved Subcontract.
- 3.1.4 The Approved Subcontractor shall not, in marking information supplied to the Commonwealth, misuse the term "Confidential Information" or equivalent terms.
- 3.1.5 Subject to clause 3.1.6, the Approved Subcontractor agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- a. the date specified in a notice given by the Commonwealth (acting reasonably); and
 - b. the time the documents and other material are no longer required for the purposes of the Approved Subcontract or this Deed.
- 3.1.6 The Approved Subcontractor may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information of the Commonwealth, where such documents are:
- a. retained in order to comply with any legal, professional or insurance obligations; or
 - b. stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records.
- 3.1.7 If the Commonwealth gives a notice under clause 3.1.5a and the Approved Subcontractor has placed or is aware that documents containing the Confidential Information are beyond its possession or control, the Approved Subcontractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 3.1.8 Subject to clause 3.1.6, the Approved Subcontractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information of the Commonwealth.
- 3.1.9 Return or destruction of the documents referred to in this clause 3.1 does not release the Approved Subcontractor from its obligations under the Approved Subcontract or this Deed.

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4 INDEMNITIES AND WARRANTIES (OPTIONAL)

Note to drafters: If the Approved Subcontractor is not providing significant IP in items of TD or Software (ie, clause 11.9.3c (and possibly 11.9.3f.(i)) of the COC does not apply to the Approved Subcontractor but other parts of clause 11.9.3 of the COC do apply), then clause 4 is not necessary and may be deleted and marked 'Not Used'. If the Approved Subcontractor is providing significant IP in items of TD or Software (ie, clause 11.9.3c and possibly 11.9.3f.(i) of the COC do apply to the Approved Subcontractor), then all of clause 4 is a core requirement of this deed.

4.1 Intellectual Property and Confidentiality Indemnity

4.1.1 The Approved Subcontractor shall indemnify the Commonwealth and Commonwealth Personnel in respect of any Loss in connection with a Claim by a third party in respect of the following:

- a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or as a consequence of:
 - (i) an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in this Deed; and
 - (ii) a failure by the Approved Subcontractor to grant (or ensure the grant) of a licence or assign (or ensure the assignment) of IP rights under or referred to in this Deed; and
- b. a breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Approved Subcontractor or Approved Subcontractor Personnel.

4.1.2 The liability of the Approved Subcontractor under clause 4.1.1 shall be reduced to the extent that the Approved Subcontractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth default.

4.1.3 In this clause 4.1:

'infringement' of a right includes an act or omission that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), sections 96 and 96A of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), or section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement of the right.

4.2 Intellectual Property Warranties

4.2.1 The Approved Subcontractor warrants and shall ensure that, in respect of any IP in the TD or Software delivered or required to be delivered as part of the Services or under or in connection with this Deed, and as at the time of the delivery to the Contractor or, if delivered directly to the Commonwealth, the Commonwealth, of the relevant TD or Software and after making diligent inquiries:

- a. the IP is licenced to, or owned by, the Commonwealth as required by this Deed;
- b. the Approved Subcontractor has no notice of any challenge to the validity or enforceability of any of the IP and has no knowledge of any actual or threatened claim or proceeding in relation to any of the IP; and
- c. the Approved Subcontractor is not engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
- d. there are no proceedings threatened by or against the Approved Subcontractor in relation to any of the IP, and there is nothing that is likely to give rise to any such proceedings.

4.2.2 The warranty under clause 4.2.1 does not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a sublicensee of the Commonwealth to comply with a restriction specified in the TDSR Schedule.

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5 AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Note to drafters: Clause 5, including all subclauses, must be included in the deed when the Approved Subcontractor is an AIC Subcontractor. If clause 5 is included, all subclauses are core and required as part of the deed.

5.1 Subcontractor AIC Plan

- 5.1.1 The Approved Subcontractor acknowledges that the Australian Industry Capability (AIC) objectives for the Contract are to:
- a. within the context of the Commonwealth obtaining value for money, identify and pursue opportunities to maximise the participation of Australian Entities in the performance of the Contract;
 - b. facilitate the creation, enhancement and/or maintenance of Industrial Capabilities within Australia and New Zealand to satisfy the Contract requirements, achieve the ADF capability objectives, and support government's and Defence's goals for Australian Industry, as set out in Defence industry policy; and
 - c. ensure that Australian Industry has the necessary technology, IP rights, TD, know-how and know-why to participate in future development and sustainment work in relation to the capability to which the Products Being Supported relate.
- 5.1.2 The Approved Subcontractor's approach and obligations for giving effect to the objectives described in clause 5.1 shall be set out in the Subcontractor AIC Plan, which shall detail the specific activities and other commitments that the Approved Subcontractor will undertake in connection with the performance of the Approved Subcontract.
- 5.1.3 The Approved Subcontractor shall undertake the required activities to comply with the AIC Obligations in accordance with the Approved Subcontract. Without limiting the AIC Obligations, and with the aim of achieving the AIC objectives referred to in clause 5.1, the Approved Subcontractor shall continually:
- a. identify and promote opportunities for enhancing the quality of Australian Industry participation in the performance of the Approved Subcontract, particularly in relation to developing, enhancing and maintaining Industrial Capabilities;
 - b. monitor and explore opportunities for the increased involvement of Australian Industry in the performance of the Approved Subcontract; and
 - c. liaise with the Contractor in relation to AIC in the performance of the Approved Subcontract and report on its performance of the AIC Obligations in accordance with the Approved Subcontract.
- 5.1.4 The Approved Subcontractor shall comply with the Subcontractor AIC Plan.

5.2 Independent AIC Audit Program

- 5.2.1 Without limiting the Commonwealth's rights under clause 5.3.2e, the Approved Subcontractor acknowledges and agrees that the Approved Subcontractor's compliance with the AIC Obligations may be audited as part of the Commonwealth's Independent AIC Audit Program.
- 5.2.2 Each person conducting the Commonwealth's Independent AIC Audit Program is a person authorised by the Commonwealth for the purposes of clause 5.3.2e.

5.3 Reporting

- 5.3.1 Within 30 Working Days of the Effective Date, or otherwise on request by the Commonwealth in relation to a proposed Contract Change Proposal to the Contract, the Approved Subcontractor shall provide the Commonwealth with a report which provides a breakdown of the Approved Subcontract price to level 4 of the contract work breakdown structure for the Approved Subcontract in respect of each of the following categories, separating amounts in respect of each category into budgeted Australian Contract Expenditure (ACE) and budgeted Imported Contract Expenditure (ICE) (and where reference to a subcontract means a 'Subcontract' to the Approved Subcontract):
- a. labour costs (excluding labour provided through a Subcontract);

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- b. materials costs (excluding materials provided through a Subcontract);
- c. other direct costs¹, including travel and accommodation costs;
- d. Subcontract costs (inclusive of all subcontractors to the Approved Subcontractor, with the breakdown of the subcontract price into ACE and ICE amounts to be provided for each of the top 10 Subcontractors (by price), with all other subcontractors provided as the 11th entry, showing consolidated amounts for ACE and ICE;
- e. indirect costs (including overheads and general administrative costs); and
- f. all remaining price elements, including management reserve, profit and incentives, as applicable to the Approved Subcontractor's work scope and in relation to subcontracts.

5.3.2 Within 30 Working Days after the occurrence of an ACE Measurement Point, or otherwise on request by the Commonwealth in relation to a proposed Contract Change Proposal to the Contract, the Approved Subcontractor shall provide the Commonwealth with a report which provides a breakdown of the actual costs incurred in performing the Approved Subcontract up until and including the ACE Measurement Point or the date specified in the Commonwealth's request (as applicable), with this breakdown to be provided to level 4 of the contract work breakdown structure for the Approved Subcontract in respect of each of the following categories, separating amounts in respect of each category into ACE and ICE (and where reference to a '**Subcontract**' means a subcontract to the Approved Subcontract):

- a. labour costs (excluding labour provided through a Subcontract);
- b. materials costs (excluding materials provided through a Subcontract);
- c. other direct costs, including travel and accommodation costs;
- d. Subcontract costs (inclusive of all subcontractors to the Approved Subcontractor, with the breakdown of the subcontract price into ACE and ICE amounts to be provided for each of the top 10 Subcontractors (by price), with all other Subcontractors provided as the 11th entry, showing consolidated amounts for ACE and ICE; and
- e. Indirect costs (including overheads and general administrative costs).

6 COMMONWEALTH ACCESS (CORE)

6.1.1 During the performance of the Approved Subcontract, the Approved Subcontractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Approved Subcontractor, provide the Commonwealth and any person authorised by the Commonwealth, access to Approved Subcontractors' premises, and to records and accounts in connection with the performance of work under the Approved Subcontract, including the right to copy. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Approved Subcontractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.

6.1.2 Without limiting clauses 6.1.1 and 6.1.3, the Approved Subcontractor acknowledges and agrees that:

- a. the Auditor-General has the power under the *Auditor Act 1997* (Cth) to conduct audits (including performance audits) of the Approved Subcontractor in relation to the Approved Subcontract;
- b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Approved Subcontract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and

¹ Refer to the CASG Cost Principles regarding the scope of direct costs / direct expenses.

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- c. the Commonwealth may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 6.1.1.
- 6.1.3 Without limiting the generality of clause 6.1.1, the purposes for which the Commonwealth or any person authorised by the Commonwealth may require access include:
- a. inspecting CMCA, attending, conducting or checking stocktakes of CMCA, including viewing and assessing the Approved Subcontractor's inventory control and stocktaking systems, and removing CMCA that is no longer required for the performance of the Approved Subcontract;
- b. performing Audit and Surveillance activities in relation to Quality;

Option: Include the following subclause when the Approved Subcontractor is an AIC Subcontractor.

- c. auditing the Approved Subcontractor's compliance with the AIC Obligations including validating progress in meeting the Subcontractor AIC Plan;
- d. investigating the reasonableness of proposed prices or costs in any CCP submitted to the Contractor under the Approved Subcontract;
- e. investigating:
- (i) postponement costs claimed;
 - (ii) schedule recovery costs claimed;
 - (iii) cost reimbursement payments;
 - (iv) Defect rectification costs claimed; and
 - (v) any other claims made by the Approved Subcontractor under the Approved Subcontract;
- f. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;

Option: Include this subclause if clause 2 is included in the deed.

- g. validating the Contractor's compliance with clause 2 and the TDSR Schedule;
- h. auditing raw data, Software, and Source Code for the purpose of validating the Approved Subcontractor's performance under this Deed and the Approved Subcontract;
- i. without being under any obligation to do so, monitoring the Approved Subcontractor's compliance with any applicable laws or Approved plans in connection with the protection of Work Health and Safety (WHS) or the Environment, including the development and implementation of any systems, policies or procedures related to WHS and environmental compliance as required under the Approved Subcontract;
- j. assessing the performance of the Approved Subcontractor, including against performance measures and including accessing and inspecting relevant information technology systems to analyse and interrogate data supporting the Approved Subcontractor's assessment of its performance against performance measures;
- k. assessing how and if the Approved Subcontractor has achieved agreed innovations / efficiencies;
- l. assessing the financial viability of the Approved Subcontractor to perform and complete the Approved Subcontract;

Option: Include this subclause if Periodic Cost Reviews have been included at clause 1.11 of the COC.

- m. conducting a Periodic Cost Review under the Contract;

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- n. validating the progress against the requirements of any approved Remediation Plan provided by the Contractor under the Contract; and
 - o. such other matters specified in the Approved Subcontract.
- 6.1.4 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth to comply with, any reasonable Approved Subcontractor safety and security requirements or codes of behaviour for the premises.

7 LAW

7.1 Goods and Services Tax (Core)

- 7.1.1 In this clause, '**GST**' means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the expressions '**adjustment event**', '**taxable supply**' and '**tax invoice**' have the meaning as in that Act.
- 7.1.2 If a party to this Deed ('the **Supplier**') makes a taxable supply under or in connection with this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed ('the **Recipient**') and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.
- 7.1.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 7.1.4 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

7.2 No Exclusion of Law or Equity (Core)

- 7.2.1 Subject to its terms, this Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

7.3 Waiver (Core)

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

7.4 Remedies (Core)

- 7.4.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 7.4.2 Subject to the terms of this Deed, the rights and obligations of the parties under this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

7.5 Variation (Core)

- 7.5.1 This Deed may only be varied by written agreement of the parties.

7.6 Applicable Law (Core)

- 7.6.1 The laws of the **[INSERT RELEVANT STATE OR TERRITORY]** apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

7.7 Notices (Core)

- 7.7.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing and sent from and delivered to the relevant party at the following address:

ANNEX A TO ATTACHMENT I**[INSERT COMMONWEALTH ADDRESS AND EMAIL]****[INSERT APPROVED SUBCONTRACTOR ADDRESS AND EMAIL]**

7.7.2 A notice or communication is deemed to be delivered:

- a. if sent by pre-paid post, when received at the address; or
- b. if hand delivered, when received at the address, or by the addressee if sooner;
- c. if sent as an email, when the email enters the addressee's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the addressee,

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

ANNEX A TO ATTACHMENT I

SIGNED AS A DEED

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

| | | |
|----------------------|------------------------------------|-----------------|
| ----- (signature) | ----- (print name and position) | ----- (date) |
|----------------------|------------------------------------|-----------------|

In the presence of:

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

SIGNED, SEALED AND DELIVERED for and on behalf of

THE APPROVED SUBCONTRACTOR:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

- ***<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>***

This guidance is developed for Commonwealth Personnel and should be used to assess the Approved Subcontractor's execution of the Deed. The Approved Subcontractor should seek its own independent legal advice on its execution of the Deed.

[INSERT APPROPRIATE APPROVED SUBCONTRACTOR'S EXECUTION CLAUSE]

ANNEX A TO ATTACHMENT I

SCHEDULE 1

TECHNICAL DATA & SOFTWARE RIGHTS (TDSR) SCHEDULE

Note to Drafters: This schedule including all of its annexes should be included, and tables populated appropriately, when clause 2 is included in the Approved Subcontractor Deed.

The TDSR Schedule used in this Deed should reflect the restrictions on TD and Software supplied by the Approved Subcontractor and included in the TDSR Schedule to the Contract. If the Approved Subcontractor is engaged before the TDSR Schedule under the Contract is updated to take into account that engagement, a CCP under clause 11.1 of the Contract should be raised to update the TDSR Schedule in the Contract in conjunction with the execution of this Deed.

- 1.2 This Schedule consists of the following Annexes:
- a. Annex A – Highly Sensitive TD and Highly Sensitive Software;
 - b. Annex B – Delivery and Licence Restrictions on Use of TD and Software;
 - c. Annex C- Key Commercial Items
 - d. Annex D – Commonwealth TD and Commonwealth Software;
 - e. Annex E – Excluded Parties;
 - f. Annex F – Patents, Registrable Designs and Circuit Layouts

ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX A – HIGHLY SENSITIVE TD AND HIGHLY SENSITIVE SOFTWARE (CORE)

Note to Tenderers: This table should reflect Annex A in the TDSR Schedule for the Contract, in respect of Highly Sensitive TD and Highly Sensitive Software provided by the Approved Subcontractor.

| Unique Line Item Description | Item Reference within TDL | Owner or Licensor | System/ Subsystem/ Component/ CI Name | Description of TD or Software | Restrictions on Commonwealth's rights to Use or Sublicence the TD or Software | Justification for Restriction(s) |
|------------------------------|---------------------------|-------------------|---------------------------------------|-------------------------------|---|----------------------------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | | | | | | |
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ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX B – DELIVERY AND LICENCE RESTRICTIONS ON USE OF TD AND SOFTWARE (CORE)

Note to Tenderers: This table should reflect Annex B in the TDSR Schedule for the Contract, in respect of TD and Software provided by the Approved Subcontractor.

| Unique Line Item Description | Owner or Licensor | System/ Subsystem/ Component/ CI Name | Description of TD or Software subject to Restriction (refer Unique Line Item Description from Annex D if appropriate) | Restricted Delivery Arrangements? (Yes/No) If yes, specify identity of recipient(s) or nature of the restrictions in column (g) | Restrictions on Commonwealth's rights to Use or Sublicence the TD or Software | Justification for Restriction(s) |
|------------------------------|-------------------|---------------------------------------|--|---|---|----------------------------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | | | | | | |
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ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX C – KEY COMMERCIAL ITEMS (CORE)

Note to tenderers: This table should reflect Annex C in the TDSR Schedule for the Contract, in respect of Commercial Items required to be delivered by the Approved Subcontractor and for which the Approved Subcontractor owns the IP in the related Commercial TD or Commercial Software (which should also be listed). The terms applicable to the licence proposed to be granted for the item are also to be specified. The tenderer may complete column (d) by reference to other documents from which those terms are ascertainable.

| Unique Line Item Description | Description of Key Commercial Item System/ Subsystem/ Component/CI Name | Description of related Commercial TD or Commercial Software (including version number and use) | Licence Terms |
|------------------------------|---|--|---------------|
| (a) | (b) | (c) | (d) |
| | | | |
| | | | |

ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX D – COMMONWEALTH TD AND COMMONWEALTH SOFTWARE (CORE)

Note to Tenderers: This table should reflect Annex D in the TDSR Schedule for the Contract, in respect of Commonwealth TD and Commonwealth Software that will be created by the Approved Subcontractor.

| Unique Line Item Description | Item Reference within TDL | Related Deliverable or Product Being Supported (Equipment System/ Subsystem/ Component/ CI Name) | Description of TD or Software | Name of Assignee | Restrictions on non-Commonwealth owned IP (refer Unique Line Item Description from Annex B if required) | Restrictions on licences granted by the Commonwealth to Commonwealth TD or Commonwealth Software |
|------------------------------|---------------------------|--|-------------------------------|------------------|---|--|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | | | | | | |
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ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX E – EXCLUDED PARTIES (CORE)

Note to Tenderers: This table should reflect Annex E in the TDSR Schedule for the Contract, in respect of Excluded Parties identified by the Approved Subcontractor.

| Unique Line Item Description | Excluded Party (party must be capable of being clearly identified by the Commonwealth) | Period of Restriction (must not be perpetual) | Justification for Non-Disclosure Restriction |
|------------------------------|---|--|--|
| (a) | (b) | (c) | (d) |
| | | | |
| | | | |
| | | | |

ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX F – PATENTS, REGISTRABLE DESIGNS AND CIRCUIT LAYOUTS (CORE)

Note to Tenderers: This table should reflect the equivalent table under Annex F of the TDSR Schedule for the Contract, in respect of restrictions on a Patent, Registrable Design or Circuit Layout provided by the Approved Subcontractor.

| Unique Line Item Description | Services containing a Patent, Registrable Design or Circuit Layout (pending or registered) | Type of IP (Patent, Registrable Design or Circuit Layout) | Owner / IP Applicant | Application / Registration No (if applicable) | Countries or regions of permitted use | Restrictions |
|------------------------------|---|--|----------------------|--|---------------------------------------|--------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | | | | | | |
| | | | | | | |
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ANNEX A TO ATTACHMENT I

SCHEDULE 2

CONFIDENTIALITY DEED POLL

(INSERT NEGOTIATED FORM OF CONFIDENTIALITY DEED POLL)

ANNEX A TO ATTACHMENT I

SCHEDULE 3

CONFIDENTIAL INFORMATION

(INSERT EXTRACT OF NEGOTIATED ATTACHMENT N TO THE CONDITIONS OF CONTRACT)

ANNEX A TO ATTACHMENT I

SCHEDULE 4

PRODUCTS BEING SUPPORTED

ANNEX B TO ATTACHMENT I**DEED OF CONFIDENTIALITY AND FIDELITY (CORE)**

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

(INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE) ('the Confidant') in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth') and the Relevant Third Party.

RECITALS:

- A. In performance of any of its obligations in relation to the **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** for the provision of **(INSERT BRIEF DESCRIPTION)** ('Agreement'), the Confidant may become aware of or have access to Confidential Information belonging to the Commonwealth, the Relevant Third Party or another person.
- B. The Commonwealth requires and the Confidant agrees that it is necessary to take all necessary steps (including the execution of this Deed for the benefit of the Commonwealth and the Relevant Third Party) to ensure that the Confidential Information is kept confidential, is not disclosed to any party that is not authorised to receive it and is only used for the Permitted Purposes.

AGREED TERMS**1. ACKNOWLEDGEMENT**

- 1.1 The Confidant acknowledges the truth and accuracy of the statements in the Recitals in every particular.

2. DEFINITIONS

- 2.1 In the interpretation of this Deed, unless the contrary intention appears:

'Confidential Information' means information (whether or not owned by the Commonwealth or a Relevant Third Party) that meets all of the following criteria:

- a. is specifically identified at Schedule 1 to this Deed;
 - b. is commercially sensitive (not generally known or ascertainable);
 - c. disclosure would cause unreasonable detriment to the owner of the information or another party; and
 - d. was provided with an express or implied understanding that it would remain confidential;
- but does not include information which:
- e. is or becomes public knowledge other than by breach of this Deed;
 - f. is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
 - g. has been independently developed or acquired by the receiving party.

'Documents' include:

- a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and
- b. any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device.

'Permitted Purposes' means

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

'Personnel' means any officer, employee, agent, adviser or independent contractor of the Confidant.

'Relevant Third Party' means each entity, if any, described in Schedule 1 to this Deed, or as notified to the Confidant by the Commonwealth from time to time.

'Working Day', means, in relation to the doing of an action in a place, means any day in that place other than:

- a. a Saturday, Sunday or public holiday in that place; and
- b. any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on a Saturday, Christmas Day.

3. INTERPRETATION

3.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on date of entering into the Deed, or alternatively, a reference to another version of the Document if agreed in writing between the parties;
- j. the word "includes" in any form is not a word of limitation; and
- k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed.

4. CONFIDENTIALITY UNDERTAKINGS

4.1 The Confidant:

- a. acknowledges and agrees that this Deed is for the benefit of the Commonwealth and any Relevant Third Party and is directly enforceable by the Commonwealth or any Relevant Third Party, even though they are not parties to this Deed;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure;
- c. shall only use the Confidential Information for the Permitted Purposes;
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than its Personnel who:
 - (i) have a need to know and access the Confidential Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) where required by the Commonwealth, have executed a similar undertaking to this Deed in favour of the Commonwealth and each Relevant Third Party,and the Commonwealth may grant or withhold its consent; and

- e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

4.2 The restrictions imposed by this Deed in relation to Confidential Information will not apply to the disclosure by the Confidant or its Personnel of any Confidential Information to the extent it is required to be disclosed by law or court order.

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

5. CONFIDANT'S REPRESENTATIVES

5.1 The Confidant shall ensure that its Personnel (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed.

5.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 5.1.

6. RETURN OF CONFIDENTIAL INFORMATION

6.1 Without limiting the Confidant's obligations at law, the Confidant shall deliver to the Commonwealth or the Relevant Third Party (as applicable), or destroy or erase, as required by the Commonwealth, all Documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information on the earlier of:

- a. demand by the Commonwealth, and
- b. the time the Documents and any other material are no longer required for the Permitted Purposes.

6.2 If the Commonwealth makes a demand under this clause 6, and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

6.3 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 6 as if personally bound by it.

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

7. SURVIVAL

7.1 This Deed shall survive the termination or expiry of the Agreement.

8. INDEMNITY

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

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

9. INJUNCTIVE RELIEF

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

10. WAIVER

- 10.1 Failure by the Commonwealth or a Relevant Third Party to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.

11. REMEDIES CUMULATIVE

- 11.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law, in equity or any other such right or remedy.

12. OTHER INSTRUMENTS

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

13. VARIATIONS AND AMENDMENTS

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

14. APPLICABLE LAW

- 14.1 The laws of **[INSERT STATE/TERRITORY]** shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.

15. NOTICES

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

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

- 15.2 A notice given in accordance with this clause 15 is deemed to be delivered:

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

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

SIGNED AS A DEED POLL

Note for Deed Signature: *Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:*

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Confidant's execution of the Deed. The Confidant should seek its own independent legal advice on its execution of the Deed.

(INSERT APPROPRIATE CONFIDANT'S EXECUTION CLAUSE)

SCHEDULE 1

16. CONFIDENTIAL INFORMATION

Note to drafters: It is essential to describe the specific Confidential Information that may be used and provided to the Confidant.

16.1 (INSERT CONFIDENTIAL INFORMATION BEING PROVIDED)

17. PERMITTED PURPOSES

Note to drafters: It is essential to describe the Permitted Purposes for which the Confidential Information may be used by the Confidant. The intention of this part of this Annex is to clearly and accurately define the scope of those Permitted Purposes and so confine its use for only those purposes.

18. RELEVANT THIRD PARTY

Note to drafters: Identify any Relevant Third Party with as much precision as possible. If necessary, this can be done by identifying an entity such as a company, or by describing a class of persons that can be readily identified, eg the authors of specified material.

ANNEX C TO ATTACHMENT I

CONTRACT CHANGE PROPOSAL (CCP) (CORE)

(CONTRACT NUMBER: (INSERT CONTRACT NUMBER))

Note to Contractor: Contract Change Proposals which involve consideration may be executed in the form of an agreement rather than a deed and the CCP execution clause needs to be tailored accordingly.

For the purposes of the CCP, consideration may include a change in the contract price or the delivery of additional goods or services (even if at no cost to the Commonwealth).

A CCP shall identify separately the cost of preparation of the CCP and any proposed variation to the payments required under the Contract and, where approved in accordance with clause 11.1 of the COC, the reasonable cost of preparation shall be taken into account in calculating the varied payments under the Contract.

If this CCP relates to changes of an administrative nature, which have no impact upon the payments required under the Contract or on the Statement of Work, the Contractor may provide minimal details of the change. Responses are only required for headings denoted as mandatory.

This CCP is made on (INSERT DATE)

Between

The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

and

(INSERT CONTRACTOR...ACN/ARBN AND ABN IF APPLICABLE) having its registered office at (INSERT DETAILS) ('the Contractor')

RECITALS:

- A. The Commonwealth has entered into a contract (INSERT CONTRACT NUMBER) dated (INSERT DATE) ('the Contract') for the supply of [INSERT BRIEF DESCRIPTION OF THE SERVICES].
- B. The Contract provides that changes are to be dealt with by CCP.
- C. The Commonwealth or the Contractor proposes a change to the Contract as set out in this CCP.

AGREED TERMS:

CCP Number (Mandatory):

ECP Number (If applicable):

Date Raised (Mandatory):

Validity period for CCP (Mandatory):

Originator (Mandatory):

Reference in Contract (Mandatory): (INSERT CLAUSE NUMBER)

1. Details of Proposed Change (Mandatory):

- a. Old Text:
- b. New Text:

2. Justification for Proposed Change (Mandatory):**3. Effect of Proposed Change (If applicable):**

- a. Payments Required under the Contract:
 - (i) Price and Delivery Schedule:
 - (ii) Payment Schedule including payment method:

ANNEX C TO ATTACHMENT I

- (iii) New or Revised Key Performance Indicators:
- (iv) Cost of Preparation of CCP:
- b. Delivery:
 - (i) Location:
 - (ii) Date:
- c. Scope of Work:

Note to Contractor: This should include a description of the effect of the change on the scope of work, including where appropriate: Quality, AIC, technical / functional specification, warranty, training, documentation, WBS and whether it is for S&Q Services.

- d. Australian Industry Capability:
 - (i) Australian Industry Activities (AIAs):

Option: For when the Contract does not include Prescribed ACE Percentages:

- (ii) Australian Contract Expenditure (ACE):

Option: For when the Contract includes Prescribed ACE Percentages:

- (iii) the Prescribed ACE Percentage at future ACE Measurement Points:

Option: For when the parties intend this CCP to take effect on a date other than the date of signature:

4. Date of effect of this CCP:

5. Warranty:

5.1 In signing this CCP the Contractor warrants that the submitted cost of preparation of this CCP is true and correct.

6. Approval:

6.1 The CCP and its attachments are approved. The Contract shall be deemed to be changed on the date specified in this CCP or when this CCP has been properly executed by both parties.

Note for Contract Change Proposal Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Contractor's execution of the Contract Change Proposal. The Contractor should seek its own independent legal advice on its execution of the Contract Change Proposal.

SIGNED (INSERT EITHER "AS AN AGREEMENT" OR "AND DELIVERED AS A DEED" AS APPROPRIATE)

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature)

(print name and position)

(date)

In the presence of:

(signature)

(print name)

(date)

SIGNED for and on behalf of

THE CONTRACTOR:

(INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE)

Appendix:

1. Engineering Change Proposal (ECP) (if applicable).

ANNEX D TO ATTACHMENT I

BANK GUARANTEE

This DEED is made on **(INSERT DATE)**

For the benefit of the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

by **(INSERT NAME OF COMPANY)**, **(ACN/ARBN and ABN if applicable)** whose registered office is **(INSERT DETAILS)** ('the Promisor').

RECITALS

- A. The Commonwealth has a Contract **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** ('the Contract') with **(INSERT NAME OF CONTRACTOR)**, **(ACN/ARBN and ABN if applicable)** having its registered office at **(INSERT DETAILS)** (the 'Contractor') for the supply of **(INSERT BRIEF DESCRIPTION)**.
- B. The Contractor is required by the Contract to obtain this undertaking for the Commonwealth.

OPERATIVE PART

1. The Promisor undertakes to pay on demand to the Commonwealth any amount or amounts which may be demanded by the Commonwealth from time to time, up to a maximum of **\$(INSERT AMOUNT)** (the 'Sum'). This undertaking is unconditional.
2. To make a demand, the Commonwealth shall give the Promisor a written notice setting out the amount demanded and the time within which it is to be paid.
3. The Promisor shall not make any inquiry in relation to the demand.
4. This undertaking continues in force until the earlier of:
 - a. the Promisor has received written notice from the Commonwealth that the undertaking is no longer required; and
 - b. the Commonwealth has received from the Promisor the whole of the Sum, or the balance after any part payment of the Sum.
5. Any payments made by the Promisor to the Commonwealth under this undertaking are to be made by electronic funds transfer with the Commonwealth of Australia identified as the payee.
6. This undertaking cannot be varied or waived under any circumstances. To avoid doubt, this undertaking is not affected if the Contract is varied, the Contractor is granted an extension of time to perform the Contract, or the Commonwealth waives a breach, failure or default of the Contractor.
7. Unless the contrary intention appears, any notice under this undertaking shall be effective if it is in writing and sent from and delivered to the Commonwealth or Promisor, as the case may be, as detailed below:

[INSERT COMMONWEALTH ADDRESS AND EMAIL];

(INSERT PROMISOR ADDRESS AND EMAIL).

8. A notice given in accordance with clause 7 is delivered:
 - a. if sent by pre-paid post, when received at the address;
 - b. if hand delivered, when received at the address, or
 - c. if sent as an email, when the email enters the addressee's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the addressee

but if the receipt or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day. For the purpose of this clause, 'Working Day' in relation to the doing of an action in a place, means any day other than a Saturday, Sunday or public holiday in that place.

ANNEX D TO ATTACHMENT I

9. The laws of the **(INSERT STATE OR TERRITORY)** apply to this undertaking. The courts of that State or Territory have non-exclusive jurisdiction to decide any matter arising out of this undertaking.

SIGNED AS A DEED:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

- ***<http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>***

This guidance is developed for Commonwealth Personnel and should be used to assess the Promisor's execution of the Deed. The Promisor should seek its own independent legal advice on its execution of the Deed.

(INSERT THE PROMISOR'S USUAL SEALING CLAUSE)

ANNEX E TO ATTACHMENT I

Note to tenderers: If the tenderer has a Master Guarantee and Indemnity Deed with Defence and elects to apply that deed to the Contract, this Attachment will be marked 'Not Used'.

DEED OF GUARANTEE AND INDEMNITY (RFT CORE)

This DEED is made on **(INSERT DATE)**

BETWEEN

The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

AND

(INSERT NAME OF COMPANY) (INSERT ACN/ABN AND ABN IF APPLICABLE), having its registered office at **(INSERT DETAILS)** ('the Guarantor').

RECITALS

- A. The Commonwealth and the Contractor are a party to the Guaranteed Agreements.
- B. The Guarantor has agreed to guarantee to the Commonwealth all of the Relevant Obligations and to indemnify the Commonwealth on the terms and conditions in this Deed.

AGREED TERMS

ANNEX E TO ATTACHMENT I

1 DEFINITIONS AND INTERPRETATION (CORE)**1.1 Definitions (Core)**

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

“Authorisation” means a licence, accreditation, permit, registration, regulatory approval, or other documented authority (however described), required by law.

“Contractor” means **(INSERT NAME OF COMPANY) (INSERT ACN/ARBN AND ABN IF APPLICABLE)**.

“Constitution” means, in relation to any person, the constitution, or similar governing document(s), of that person (if any).

“Corporations Act” means the *Corporations Act 2001* (Cth).

“Event of Default” means any event which entitles the Commonwealth to terminate a Guaranteed Agreement for Contractor default.

“Event of Insolvency” means, in respect of a person:

- a. the person:
 - (i) becoming insolvent;
 - (ii) ceasing to carry on all or a material part of its business; or
 - (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- b. the appointment of a Controller (as defined in the *Corporations Act 2001* (Cth)) , a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;
- c. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);
- d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth));
- e. the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;
- f. an order or resolution for the winding up or deregistration of the person;
- g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- h. any analogous event under the law of any applicable jurisdiction.

Note to drafters: Drafters to consider whether any additional agreements should be included in this definition.

“Guaranteed Agreements” means:

- a. the contract no. **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** between the Commonwealth and the Contractor for the supply of **(INSERT REQUIREMENT)**; and
- b. **(INSERT DETAILS)**.

“Guaranteed Money” means all amounts the payment or repayment of which from time to time forms part of the Relevant Obligations and includes any amount recoverable as a debt to the Commonwealth in relation to the Guaranteed Agreement.

“Obligor” means the Contractor or the Guarantor.

“Power” means any right, power, authority, discretion, remedy or privilege.

ANNEX E TO ATTACHMENT I

“Relevant Obligations” means all of the liabilities and obligations of the Contractor to the Commonwealth under or by reason of the Guaranteed Agreements and includes any liabilities or obligations of the Contractor which:

- a. are liquidated or unliquidated;
- b. are present, prospective or contingent;
- c. are in existence before or come into existence on or after the date of this Deed; or
- d. relate to the payment of money or the performance or omission of any act.

“Security Interest” means each of the following:

- a. 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;
- b. a “security interest” as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and
- c. an agreement to create any of these or allow any of these to exist.

“Unpaid Sum” means any sum due and payable by the Guarantor under this Deed but unpaid.

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

- a. a Saturday, Sunday or public holiday; and
- b. any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on a Saturday, Christmas Day.

1.2 Interpretation (Core)

1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice-versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a sub-clause of that clause;
- h. a reference to a “dollar”, “\$”, “\$A” or “AUD” means the Australian dollar;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the date of this Deed, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- j. the word “includes” in any form is not a word of limitation;
- k. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed; and
- l. a reference to a document (including any Guaranteed Agreement) is to that document as varied, novated, ratified, replaced or restated from time to time.

ANNEX E TO ATTACHMENT I**1.3 Joint and Several Liability (Optional)**

Note to drafters: Include this clause where the Guarantor comprises more than one party.

- 1.3.1 The expression "Guarantor" refers to each person identified as a Guarantor, and the obligations of the Guarantors under this Deed bind each person identified as a Guarantor, jointly and severally.

1.4 Liability as Guarantor and Indemnifier (Core)

- 1.4.1 Any reference in this Deed to the obligations or liabilities of the Guarantor shall be construed as a reference to its obligations or liabilities, whether as a guarantor or an indemnifier or both, under this Deed.

1.5 Principal Obligation (Core)

- 1.5.1 Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, such that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is negated.

1.6 No Bias against Drafting Party (Core)

- 1.6.1 No term or provision of this Deed shall be construed against a party on the basis that this Deed or the term or provision in question was put forward or drafted by that party.

2 GUARANTEE (CORE)**2.1 Guarantee (Core)**

- 2.1.1 Subject to clause 2.4, the Guarantor irrevocably and unconditionally guarantees to the Commonwealth the due and timely performance by the Contractor of all the Relevant Obligations.

2.2 Performance of Relevant Obligations (Core)

- 2.2.1 Subject to clause 2.4, if the Contractor fails to perform any of the Relevant Obligations in accordance with the relevant Guaranteed Agreement, the Guarantor shall, in addition to its obligations under clause 2.3, on demand from time to time by the Commonwealth, immediately cause to be performed, such Relevant Obligations required to be performed by the Contractor in accordance with that Guaranteed Agreement.

2.3 Payment by Guarantor (Core)

- 2.3.1 Subject to clause 2.4, if the Contractor does not pay the Guaranteed Money when due in accordance with the terms of the relevant Guaranteed Agreement, the Guarantor shall within three Working Days following demand by the Commonwealth, pay to the Commonwealth the Guaranteed Money which is then due and unpaid.

2.4 Limitation of Liability (Core)

- 2.4.1 Subject to clause 7.1.1, the Guarantor's liability pursuant to this Deed in respect of any Guaranteed Agreement shall be no greater than the aggregate of the remaining Relevant Obligations of the Contractor as they exist from time to time pursuant to or arising out of that Guaranteed Agreement and the Guarantor shall be entitled to all defences and limitations of liability to which the Contractor is entitled under that Guaranteed Agreement. The total sum recoverable from the Guarantor under this Deed in respect of any Guaranteed Agreement shall not exceed the liability the Contractor would otherwise have for the Relevant Obligations under that Guaranteed Agreement.

3 INDEMNITY (CORE)

- 3.1.1 Subject to clause 2.4, the Guarantor, as a separate additional and primary liability, shall irrevocably and unconditionally indemnify the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor

ANNEX E TO ATTACHMENT I

and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of:

- a. any failure by the Contractor to perform the Relevant Obligations in accordance with the Guaranteed Agreements; or
- b. any obligation or liability that would otherwise form part of the Relevant Obligations being void, voidable or unenforceable against or irrecoverable from the Contractor for any reason (including the insolvency of the Contractor), whether or not the Commonwealth knew or ought to have known of that reason.

4 NATURE AND PRESERVATION OF LIABILITY (CORE)**4.1 Absolute and Unconditional Liability (Core)**

4.1.1 Subject to clause 2.4, the liability of the Guarantor under this Deed:

- a. is absolute and is not subject to the performance of any condition precedent or subsequent; and
- b. shall not be affected by any act, omission, matter or thing which may release the Guarantor from that liability or reduce the liability of the Guarantor (other than an express release of the Guarantor from all of its liabilities under this Deed) including any of the following:
 - (i) the occurrence before, on or at any time after, the date of this Deed of any Event of Insolvency in relation to any Obligor;
 - (ii) any Guaranteed Agreement or any payment or other act, the making or doing of which would otherwise form part of the Relevant Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
 - (iii) the Commonwealth granting time, waiver or other concession to, or making any composition, arrangement or compromise with any other Obligor (including to or with the Contractor in respect of the liability of the Guarantor) or any other person;
 - (iv) the Commonwealth not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any Power it has for the enforcement of any Guaranteed Agreement or any Relevant Obligation;
 - (v) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Commonwealth or any other Obligor of any Guaranteed Agreement or any Relevant Obligation;
 - (vi) any variation to any Guaranteed Agreement or any Relevant Obligation, whether or not that variation is substantial or material or imposes an additional liability on or disadvantages any Obligor;
 - (vii) the full, partial or conditional release or discharge by operation of law of any other Obligor from any Guaranteed Agreement or any Relevant Obligation;
 - (viii) the transfer, assignment or novation by the Commonwealth or any Obligor of all or any of its rights or obligations under any Guaranteed Agreement;
 - (ix) any person, whether named as a party or not, does not execute any Guaranteed Agreement or the execution of any Guaranteed Agreement by any person is invalid, forged or irregular in any way; or
 - (x) any failure by the Commonwealth to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Commonwealth relating to or affecting any Obligor at any time before or during the term of any Guaranteed Agreement, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Commonwealth was under a duty to disclose that fact, circumstance, event or thing to any Obligor.

ANNEX E TO ATTACHMENT I**4.2 No Merger (Core)**

- 4.2.1 The guarantee and indemnity from the Guarantor under this Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect any Guaranteed Agreement or any other Power of the Commonwealth.

4.3 No Obligation to Gain Consent (Core)

- 4.3.1 The Guarantor has no right or entitlement to consent to or be made aware of any event referred to in clause 4.1.1b, any transaction between the Commonwealth and any Obligor or any particulars concerning any obligation or liability that forms part of the Relevant Obligations.

4.4 Appropriation (Core)

- 4.4.1 The Commonwealth is under no obligation to marshal or appropriate in favour of the Guarantor, or to exercise, apply, transfer or recover in favour of the Guarantor, any Security Interest or any funds or assets which the Commonwealth holds, has a claim on, has received or is entitled to receive, but may do so in the manner and order as the Commonwealth determines in its discretion.

4.5 Void or Voidable Transactions (Core)

- 4.5.1 If a claim that a payment to the Commonwealth in connection with this Deed or any Guaranteed Agreement is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld by a court of competent jurisdiction or conceded or compromised then the Commonwealth is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Deed if the payment had not occurred.

4.6 Claim or Demand on the Guarantor (Core)

- 4.6.1 Where any Guaranteed Agreement obliges the Commonwealth to deliver a notice or demand to the Contractor or to comply with an obligation (including observing time periods for performance and Contractor opportunities to cure defaults) prior to the Commonwealth exercising a right under that Guaranteed Agreement in respect of a failure by the Contractor to comply with a Relevant Obligation, the Commonwealth shall deliver that notice or demand to the Contractor or comply with that obligation (including observing time periods for performance and Contractor opportunities to cure defaults) before making a demand under this Deed in respect of a failure by the Contractor to comply with that Relevant Obligation.
- 4.6.2 Subject to the Commonwealth complying with clause 4.6.1, the Guarantor agrees that the Commonwealth is not required to make any claim or demand on any Obligor, or to otherwise enforce any Guaranteed Agreement or any other right, power or remedy against any other Obligor, before making any demand or claim on the Guarantor.

4.7 Waiver of Rights (Core)

- 4.7.1 The Guarantor may not exercise any right of contribution, indemnity or subrogation which it might otherwise be entitled to claim and enforce against or in respect of any other Obligor before the Relevant Obligations are satisfied in full and irrevocably waives all of those rights of contribution, indemnity or subrogation it may have before the Relevant Obligations are satisfied in full.

5 REPRESENTATIONS AND WARRANTIES (CORE)**5.1 General Representations and Warranties (Core)**

- 5.1.1 The Guarantor represents and warrants to the Commonwealth that:
- a. this Deed constitutes its valid and legally binding obligation and is enforceable against it in accordance with its terms, subject to any necessary stamping and registration requirements and laws affecting creditors' rights generally;
 - b. the execution, delivery and performance of this Deed and each transaction contemplated by this Deed does not violate or breach any law or any document or agreement to which it is a party or which is binding on it or any of its assets;

ANNEX E TO ATTACHMENT I

- c. all Authorisations required to be obtained by it in connection with the execution, delivery and performance of this Deed, the transactions contemplated by this Deed and the legality, validity and enforcement of this Deed have been obtained and are valid and subsisting and it is not aware of any breach of any of the conditions of any of those Authorisations or aware of any fact or circumstance which may cause any of those Authorisations to be suspended, forfeited, cancelled or rendered void;
- d. no Event of Default has occurred which has not been remedied or waived in accordance with the terms of the relevant Guaranteed Agreement;
- e. it is not the trustee of any trust; and
- f. it does not enjoy immunity from suit or execution in relation to its obligations under this Deed.

5.2 Corporate Representations and Warranties (Core)

5.2.1 The Guarantor represents and warrants to the Commonwealth that:

- a. it is duly registered and remains in existence;
- b. its execution, delivery and performance of this Deed does not (and the transactions contemplated by this Deed do not) violate its Constitution nor, if the Guarantor is listed on a stock exchange, any listing requirements or business rules of the applicable stock exchange;
- c. it has the power to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed;
- d. it has taken all corporate action required to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed; and
- e. the entry into and the performance of its obligations under this Deed is in its best interests and for a proper purpose.

5.3 Representations and Warranties Repeated (Core)

5.3.1 Each representation and warranty in clauses 5.1 and 5.2 shall be repeated on each day while any of the Relevant Obligations remain outstanding with reference to the facts and circumstances then subsisting, as if made on each such day.

6 PAYMENTS (CORE)**6.1 Payments on Demand (Core)**

6.1.1 All payments by the Guarantor under this Deed are to be made to the Commonwealth in Australian dollars in immediately available funds and on the due date specified in the notice to the Guarantor or if no due date is specified, within three Working Days following receipt of demand by the Commonwealth.

6.2 Payments of Interest on Unpaid Sums (Core)

6.2.1 The Guarantor shall pay default interest on all Unpaid Sums. Default interest shall be calculated:

- a. where a Guaranteed Agreement provides for the payment of default interest for late payment by the Contractor, in accordance with the relevant provisions of the Contract; and
- b. otherwise in accordance with clause 6.2.2.

6.2.2 Where this clause 6.2.2 applies, default interest shall be calculated in accordance with the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

Where:

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"I%" means the Australian Taxation Office sourced General Interest Charge rate current at the due date of payment of the Unpaid Sum expressed as a percentage;

"P" means the amount of the Unpaid Sum; and

"n" means the number of days after the due date for payment that the payment of the Unpaid Sum is made.

- 6.2.3 Notwithstanding any of the terms of the Guaranteed Agreement, default interest accruing under this clause 6.2 shall be immediately payable by the Guarantor on demand by the Commonwealth.

6.3 No Set-off or Counterclaim (Core)

- 6.3.1 All payments by the Guarantor under this Deed shall be without any set off or counterclaim, and the Guarantor irrevocably waives any rights of set-off or counterclaim which it may have against the Commonwealth.

6.4 Merger (Core)

- 6.4.1 If the liability of the Guarantor to make any payment under this Deed becomes merged in any judgment or order, the Guarantor shall as an independent obligation pay to the Commonwealth interest at the rate which is the higher of that payable under clause 6.2 and that fixed by or payable under the judgment or order.

6.5 No Deduction for Taxes (Core)

- 6.5.1 All payments by the Guarantor under this Deed shall be without deduction or withholding for any present or future taxes, unless the Guarantor is compelled by law to deduct or withhold the same.
- 6.5.2 If the Guarantor is compelled by law to make any deduction or withholding from any payment under this Deed on account of taxes, the Guarantor shall on demand by the Commonwealth pay to the Commonwealth any additional amounts necessary to ensure that the Commonwealth receives (after all deductions and withholdings for taxes) a net amount equal to the full amount which it would have been entitled to receive and retain had the deduction or withholding not been made.

7 EXPENSES (CORE)**7.1 Reimbursement (Core)**

- 7.1.1 The Guarantor shall reimburse the Commonwealth on demand for, and shall indemnify the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of the Commonwealth exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, any rights under this Deed. The limitation of liability in clause 2.4 does not apply to this clause.

8 GOODS AND SERVICES TAX (CORE)**8.1 Goods and Services Tax (Core)**

- 8.1.1 In this clause, 'GST' means the Commonwealth tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999*, and 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the respective meanings given to them by that Act.
- 8.1.2 If a party (the 'Supplier') makes a taxable supply to another party in relation to this Deed or any matter or thing occurring under this Deed (the 'Recipient'), and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled to recover from the Recipient the amount of any GST on the taxable supply, in addition to any other consideration recoverable for the taxable supply.
- 8.1.3 If the amount paid by the Recipient to the Supplier for GST differs from the actual amount of GST payable for the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), the following adjustments apply:

ANNEX E TO ATTACHMENT I

- a. if the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier will refund the excess to the Recipient; or
 - b. if the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient will pay the balance to the Supplier.
- 8.1.4 If a party is entitled to recover or be compensated for all or a proportion of its costs in relation to this Deed or any matter or thing occurring under this Deed, the amount of the recovery or compensation is reduced by the amount of (or the same proportion of the amount of) any input tax credits available in relation to those costs.
- 8.1.5 A party is not required to pay any amount for GST to another party unless a valid tax invoice has been issued for that GST.

9 NO REPRESENTATION BY OR RELIANCE (CORE)

- 9.1.1 The Guarantor acknowledges that:
- a. the Commonwealth does not have any duty to supply it with information in relation to or affecting the Contractor or the Commonwealth before the date of this Deed or during the term of any Guaranteed Agreement;
 - b. it has relied on its own inquiries as to the Contractor, the nature and extent of the entire relationship between the Contractor and the Commonwealth (whether or not recorded in the Guaranteed Agreements) and the nature and effect of the Guaranteed Agreements; and
 - c. it does not enter into this Deed in reliance on any representation, promise, statement, conduct or inducement by or on behalf of the Commonwealth, except for any inducement expressly set out in this Deed.

10 ASSIGNMENT AND NOVATION (CORE)

- 10.1.1 Neither party may, without the prior written consent of the other party, assign, novate or otherwise transfer any of its rights or obligations under this Deed.

11 RESOLUTION OF DISPUTES (CORE)

- 11.1.1 A party shall not commence court proceedings relating to any dispute arising from this Deed except when that party seeks urgent relief from a court or when dispute resolution has failed under this clause 11. If a party fails to comply with this clause 11, the other party is not required to undertake dispute resolution for the dispute in accordance with clause 11.
- 11.1.2 The parties shall negotiate in good faith to settle a dispute arising between them and, if the dispute cannot be settled by negotiation (including negotiation between senior management of the parties) within **(INSERT PERIOD)** days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 11.1.3 The parties shall at all times during the dispute continue to fulfil their obligations under this Deed.

12 MISCELLANEOUS (CORE)**12.1 Notices (Core)**

- 12.1.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing and sent from and delivered to the Commonwealth or Guarantor, as the case may be, at the following address:

[INSERT COMMONWEALTH ADDRESS AND EMAIL]

(INSERT GUARANTOR ADDRESS AND EMAIL)

- 12.1.2 A notice or communication is deemed to be delivered:
- a. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;

ANNEX E TO ATTACHMENT I

- b. if hand delivered, when received at the address, or by the recipient if sooner; or
 - c. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,
- 12.1.3 but if the receipt or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

12.2 Laws (Core)

- 12.2.1 The laws of **(INSERT RELEVANT STATE OR TERRITORY)** apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

12.3 Entire Agreement (Core)

- 12.3.1 This Deed represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

12.4 Further Assurances (Core)

- 12.4.1 Each party shall take the steps, sign the documents, and do all other acts and things as may be reasonably required by the other party to give effect to this Deed and to perfect the Powers afforded or created by this Deed.

12.5 Powers Cumulative (Core)

- 12.5.1 The Powers conferred by this Deed on the Commonwealth are cumulative and in addition to all other Powers available to the Commonwealth by law or under any Guaranteed Agreement.

12.6 Form of Demand (Core)

- 12.6.1 A demand on the Guarantor for payment under this Deed may be in any form and contain any information as the Commonwealth determines.

12.7 Severability (Core)

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

12.8 Waiver (Core)

- 12.8.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any Power provided by law or under this Deed by the Commonwealth does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other Power provided by law or under this Deed.
- 12.8.2 A waiver or consent given by the Commonwealth under this Deed is only effective and binding if it is given or confirmed in writing by the Commonwealth.
- 12.8.3 No waiver of a breach of a term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.

12.9 Consents (Core)

- 12.9.1 A consent required under this Deed from the Commonwealth may be given or withheld, or may be given subject to any conditions, as the Commonwealth (in its discretion) thinks fit, unless this Deed expressly provides otherwise.

12.10 Moratorium Legislation (Core)

- 12.10.1 To the fullest extent permitted by law, all laws which at any time operate directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, are expressly waived.

ANNEX E TO ATTACHMENT I

12.11 Binding on each Signatory (Core)

- 12.11.1 This Deed binds and is enforceable against the Guarantor despite:
 - a. any other person not executing this Deed or its execution being defective in any way; or
 - b. any obligation or liability of any other party under this Deed not being binding or enforceable against that party for any reason.

12.12 Counterparts (Core)

- 12.12.1 This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Deed of each party who has executed and delivered that counterpart.

SIGNED AS A DEED

SIGNED

by the COMMONWEALTH OF AUSTRALIA

.....

in the presence of

.....

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Guarantor's execution of the Deed. The Guarantor should seek its own independent legal advice on its execution of the Deed.

(INSERT EXECUTION CLAUSE OF THE GUARANTOR)

ANNEX F TO ATTACHMENT I

FORM OF AIC COMPLIANCE CERTIFICATE (CORE)

[TO BE PRINTED ON COMPANY LETTERHEAD]

From: [Contractor/AIC Subcontractor]

To: Commonwealth of Australia represented by the Department of Defence

[CONTRACT DETAILS] (the "Contract")

[I am a director]/[We are directors] of [Contractor/AIC Subcontractor] of [address] ("**Company**") and [am]/[are each] authorised to execute this Certificate in the name of the Company.

[I/We] refer to the Contract. Terms defined in the Contract shall have the same meaning in this certificate unless given a different meaning in this Certificate.

This Certificate is an AIC Compliance Certificate for the purposes of the Contract.

This Certificate is provided in conjunction with the **[select which of the two following options is appropriate]**:

- a. [Contract/Subcontract] Status Report prepared by the Company in relation to the period from [] to [] (the "**Review Period**") in accordance with the terms of the [Contract/Subcontract]; and
- b. **[Paragraph to apply to Contractor version only.]** ACE measurement report prepared by the Company to support and justify the Achieved ACE Percentage at the most recent ACE Measurement Point in accordance with the terms of the Contract.

[I/We] certify that during the Review Period and as at the date of this Certificate [(except as disclosed in paragraph e below)]:

- a. The obligations contained in [clauses 4.1 and 4.2 of the Contract / clauses [] and [] of the Subcontract] have been complied with since the date of the last AIC Compliance Certificate provided to the Commonwealth under the [Contract/Subcontract].
- b. **[Paragraph to apply to Contractor version only.]**As at the date of this Certificate:
 - (i) the ACE information provided in the [Contract Status Report]/[ACE measurement report] is complete and accurate;
 - (ii) the calculation of the ACE has been undertaken in accordance with the ACE Measurement Rules; and
 - (iii) status reporting against the AIC requirements of the Contract is complete and accurate.
- c. **[Paragraph to apply to AIC Subcontractor version only.]**As at the date of this Certificate:
 - (i) Subcontract status reporting against the AIC requirements of the Subcontract is complete and accurate;
 - (ii) the calculation of the ACE has been undertaken in accordance with the ACE Measurement Rules; and
 - (iii) there are no material non-compliances with the Company's commitments set out in the Subcontract AIC Plan.
- d. The Essential AIC Obligations of the [Contract/Subcontract] have been complied with and [I/we] [was/were] not aware of the occurrence of any breach or potential breach of any Essential AIC Obligation under the [Contract/Subcontract].
- e. The disclosed exceptions are as follows:

| Exception | Remedial action status proposed/undertaken |
|---------------------------------|--|
| [Clause and description] | [Describe action undertaken/proposed] |
| | |

ANNEX F TO ATTACHMENT I

[I/We] acknowledge that disclosure of exceptions to compliance will not prejudice the rights of the Commonwealth under the Contract.

The representations and warranties in this Certificate are correct and not misleading by reference to the facts and circumstances subsisting as at the date of this Certificate.

[Signature Area]

[Director]

[Signature Area]

[Director]

ATTACHMENT J

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 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.

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

DRAFT DATA ITEMS (OPTIONAL)

Note to drafters: If required, drafters are to identify the draft data items that the tenderer shall submit in response to the RFT, and that for the successful tenderer will be included as annexes to Attachment K, for completion after the Effective Date (ED) by the Contractor. For example, a draft Supply Support Plan (SSP) may be required in each of the tender responses to assist with tender evaluation. The version of this data item from the successful tenderer would be included here and updated to a final version by the Contractor in accordance with clause 2.5 of the SOW and the CDRL (eg, for Approval prior to Operative Date).

The draft data items selected for inclusion should be listed below as annexes to Attachment K.

Tendered updates to Attachments, such as the TDSR Schedule, are not be included in Attachment K as these must be completed (ie, not draft) and attached to the Contract at ED.

Data items identified in the CDRL for Approval 'by ED' should not be proposed for inclusion in Attachment K because Approval by ED means that the Commonwealth intends to reach agreement on a final version prior to Contract (eg, during negotiations). An exception can occur (after negotiations) if a data item was scheduled for Approval by ED but agreement had not been reached on a final version. Under these circumstances, the Commonwealth could decide to include the non-Approved data item as a draft in Attachment K and amend the CDRL to require Approval after ED.

1. INCLUSION OF DRAFT DATA ITEMS

- 1.1 Annexes to this Attachment K contain draft data items that were incorporated into the Contract at the Effective Date specified in the Details Schedule.
- 1.2 The draft data items will be superseded by further versions of these data items in accordance with clause 2.5 of the SOW.

ANNEXES:

- A. [...INSERT TITLE OF DRAFT DATA ITEM...]
- B. [...INSERT TITLE OF DRAFT DATA ITEM...]
- C. [...INSERT TITLE OF DRAFT DATA ITEM...]

RESIDENT PERSONNEL (OPTIONAL)

Note to drafters: Attachment L contains a recommended structure that should be developed and amended to suit the needs of the proposed Contract. Further considerations include:

- a. if RP will be located at multiple locations, using annexes for the facilities and ICT requirements for each location;
- b. if RP will reside with Approved Subcontractors, amending clauses accordingly; and
- c. the need to accommodate both on-going positions in the RP and temporary staff (eg, when performing regulatory audits or other activities).

1. INTRODUCTION

- 1.1 The purpose of this Attachment L is to detail the roles of Resident Personnel (RP) and to define the resources required to be provided by the Contractor to enable the RP to efficiently undertake those roles.

Note to drafters: The introduction should be updated to reflect the objectives for using RP.

- 1.2 The parties acknowledge that the objectives of locating RP at Contractor premises are:
 - a. to provide the Commonwealth with visibility of day-to-day Contract activities without the need for a greater number of formal meetings;
 - b. to facilitate communication between the Contractor and the Commonwealth; and
 - c. to expedite Contract administrative functions within the RP's scope of responsibility.

2. RESIDENT PERSONNEL

Note to drafters: If the RP team is small a simple list rather than the following table may be suitable. If a table is to be used, delete the examples and insert the required details.

- 2.1 Table 1 lists the ongoing positions in the RP team.

Table 1: Resident Personnel

| serial | Position Title | Grade / Rank | Start | Completion |
|-------------------|--------------------------|--------------|---------|------------|
| Location 1 | | | | |
| 1 | RP Team Leader | | ED + 20 | |
| 2 | Logistics Manager | | OD - 20 | |
| 3 | Maintenance Coordinator | | | |
| 4 | Commercial Manager | | OD + 20 | |
| 5 | Contract Support | | | |
| Location 2 | | | | |
| 6 | Technical Representative | | | |

3. ROLE OF RESIDENT PERSONNEL

Note to drafters: If the RP team is small, details of the roles may be inserted here; alternatively, an annex for duty statements or terms of reference may be added. Consideration should be given to identifying Commonwealth activities that are required under the Contract (eg, Commonwealth action for data items in accordance with the CDRL, acting as the Commonwealth Representative's delegate at specific meetings, etc) where this can be done succinctly. If specific roles are to be excluded (eg, processing of CCPs), these should also be identified here.

- 3.1 [DRAFTER TO INSERT DETAILS OF RP TEAM AND MEMBER ROLES / TERMS OF REFERENCE].

4. CONTRACTOR-PROVIDED FACILITIES FOR RESIDENT PERSONNEL

Note to drafters: Insert details and amend the following suggested clauses as required.

- 4.1 Unless otherwise agreed by the Commonwealth Representative, the work area provided by the Contractor for the RP shall:
- a. accommodate all members of the RP within a single area (ie, RP team members should not be physically isolated unless otherwise agreed);
 - b. include a lockable office for the RP Team Leader; and
 - c. include at least **[DRAFTER TO INSERT]** workstations (including desks and chairs) for temporary RP team members and visitors as may be required from time to time.
- 4.2 The Contractor shall provide a workstation for each RP team member that includes:
- a. the Information and Communications Technology (ICT) required by clause 6; and
 - b. **[DRAFTER TO INSERT]**.
- 4.3 The Contractor shall provide the RP with a secure storage facility for classified matter up to and including **[DRAFTER TO INSERT]**.
- 4.4 The Contractor shall provide the RP with access to a private meeting room facility, on an as-required basis, sufficient to accommodate at least **[DRAFTER TO INSERT]** persons.

Note to drafters: Consider also company cafeteria (if available), washroom facilities, etc.

5. WORK HEALTH AND SAFETY

Note to drafters: The following clauses should be reviewed, amended, and expanded as necessary to address WHS requirements for the RP. Refer also to clause 11.4 of the COC and clause 12 of the SOW for standard Contract requirements for WHS and the code of practice referenced in clause 12.3.4 of the SOW.

- 5.1 The Contractor shall provide, and shall ensure that the Subcontractors provide the RP with:
- a. a safe working environment in accordance with clause 12.3.4 of the SOW;
 - b. access to all safety-related training and briefings as may be reasonably required to ensure the health and safety of the RP when located at the Contractor's or Subcontractor's workplace(s) (as the case may be); and
 - c. access to all WHS procedures, safety risk assessments and other WHS-related information applicable to the RP when located at the Contractor's or Subcontractor's workplace(s) (as the case may be).
- 5.2 In the event of a Notifiable Incident involving RP, the Contractor shall:
- a. immediately notify the RP Team Leader or, if the RP Team Leader is not immediately contactable, the next available member of the RP team; and
 - b. report the Notifiable Incident in accordance with clause 12.4 of the SOW.

6. INFORMATION AND COMMUNICATIONS TECHNOLOGY REQUIREMENTS

- 6.1 The Contractor shall provide the RP with access to the Data Management System (DMS) in accordance with clause 2.3 of the SOW.

Note to drafters: Add further requirements as applicable. Consideration may be given to telephones, access to the Defence Protected and/or Secret Network, a secure area, access to Contractor systems, printers, photocopiers, video-conferencing facilities, etc. Additional considerations may include which ICT resources may be shared versus exclusive use. Refer also to clause 11.10 of the COC, Defence Security.

- 6.2 **[DRAFTER TO INSERT]**.

7. ANNEXES

- A. **[DRAFTER TO INSERT]**

ATTACHMENT M

GLOSSARY (CORE)

Note to drafters: If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal and practical effect of the proposed addition in the context of the tender pack or contract as a whole.

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 | Abbreviation | Description |
|--------------|---|--------------|--|
| ABN | Australian Business Number | CEMP | Contractor Engineering Management Plan |
| ABS | Australian Bureau of Statistics | CFA | Commercial and Financial Analysis |
| ACE | Australian Contract Expenditure | CI | Configuration Item |
| ACM | Asbestos Containing Material | CIE | Capability Innovations and Efficiencies |
| ACN | Australian Company Number | CM | Configuration Management |
| ACSC | Australian Cyber Security Centre | CMAINT | Contingency Maintenance |
| ACSI | Australian Communications Security Instruction | CMC | Common Management Code |
| ADF | Australian Defence Force | CMCA | Contractor Managed Commonwealth Assets |
| ADFP | Australian Defence Force Publication | CMP | Configuration Management Plan |
| AGSVA | Australian Government Security and Vetting Agency | COC | Conditions of Contract |
| AFD | Application for a Deviation | COMSEC | Communications Security |
| AIA | Australian Industry Activity | COTS | Commercial-Off-The-Shelf |
| AIC | Australian Industry Capability | CPI | Consumer Price Index |
| AIO | Australian Industry Opportunity | CPR | Contract Performance Review |
| ANP | Australian Naval Publication | CPRs | Commonwealth Procurement Rules |
| ANZ | Australian and New Zealand | CR | Commonwealth Representative |
| APS | Adjusted Performance Score | CSA | Configuration Status Accounting |
| ARBN | Australian Registered Body Number | CSC | Contractor Standing Capability |
| ASD | Australian Signals Directorate | CSCR | Cyber Security Case Report |
| ASARP | As Secure As Reasonably Practicable | CSCRP | Cyber Supply Chain Risk Plan |
| ATO | Australian Taxation Office | CSIRO | Commonwealth Scientific and Industrial Research Organisation |
| ATO | Authorisation to Operate | CSR | Contract Status Report |
| ATO-C | Authorisation to Operate with Conditions | CSRL | Contract Services Requirements List |
| AUSMIMPS | Australian Standard Materiel Issue and Movement Priority System | CSSP | Contractor Supply Support Plan |
| BER | Beyond Economic Repair | CSSR | Combined Services Summary Report |
| BPR | Beyond Physical Repair | CSWBS | Contract Summary Work Breakdown Structure |
| CAGE | Commercial and Government Entity | CTIS | Cyber Threat Intelligence Sharing |
| CASG | Capability Acquisition and Sustainment Group | CWBS | Contract Work Breakdown Structure |
| CASP | Commonwealth Assets Stocktaking Plan | DASA | Defence Aviation Safety Authority |
| CASR | Commonwealth Assets Stocktaking Report | DASR | Defence Aviation Safety Regulations |
| CCB | Configuration Control Board | DCERT | Design Certificate |
| CCP | Contract Change Proposal | DCwS | Defence Cyberworthiness System |
| CCR | Configuration Change Register | DDG | Defence Digital Group |
| CDRL | Contract Data Requirements List | DESE | Digitally Enabled Systems and Equipment |

ATTACHMENT M

| Abbreviation | Description | Abbreviation | Description |
|--------------|---|--------------|--|
| DI ADMINPOL | Defence Instruction Administrative Policy | ICE | Imported Contract Expenditure |
| DID | Data Item Description | ICT | Information and Communications Technology |
| DIDS | Defence Industry Development Statement | IE | Innovations / Efficiencies |
| DISP | Defence Industry Security Program | IEIP | IE Implementation Plan |
| DMH (PROJ) | Defence Materiel Handbook (Project Management) | IETP | Interactive Electronic Technical Publication |
| DMS | Data Management System | IIL | Item Identification List |
| DSD | Detailed Service Descriptions | ILS | Integrated Logistics Support |
| DRAIC | Defence-Required Australian Industrial Capability | IMSP | In-service Materiel Safety Plan |
| DRAICRR | DRAIC Readiness Review | Incl | Include/s/d |
| DSPF | Defence Security Principles Framework | IP | Intellectual Property |
| DSTG | Defence Science and Technology Group | IPP | Indigenous Procurement Policy |
| DTR-A | Director of Technical Regulation - Army | IPB | Illustrated Parts Breakdown |
| DW&D | Defence Warehousing and Distribution (contract or contractor) | ISSMP | In-Service Security Management Plan |
| E8MM | Essential Eight Maturity Model | IT | Information Technology |
| EAIR | Efficiency Analysis and Implementation Report | IV&V | Independent Verification & Validation |
| ECP | Engineering Change Proposal | JAS-ANZ | Joint Accreditation System for Australia and New Zealand |
| ED | Effective Date | KPI | Key Performance Indicator |
| EMM | Engineering and Maintenance Manual | LCAM | Logistics Compliance and Assurance Manual |
| EMSEC | Emanation Security | LCC | Life Cycle Cost |
| ENVMP | Environmental Management Plan | LCCA | Life Cycle Costing Analysis |
| ENVMS | Environmental Management System | LCN | Logistic (Support Analysis) Control Number |
| ERP | Enterprise Resource Planning | LMP | Learning Management Package |
| ESCP | Emanation Security Control Plan | LMSM | Land Materiel Safety Manual |
| ETA | EMSEC Threat Assessment | LOT | Life-of-Type |
| FBL | Functional Baseline | LSAR | Logistic Support Analysis Record |
| FCA | Functional Configuration Audit | MEC | Multiple Entry Consolidated |
| FMECA | Failure Mode, Effects and Criticality Analysis | MILIS | Military Integrated Logistics Information System |
| FMS | Foreign Military Sales | MMP | Maintenance Management Plan |
| FSCAP | Flight Safety Critical Aircraft Parts | MOA | Memorandum of Agreement |
| FTE | Full-Time Equivalent | MOTS | Military-Off-The-Shelf |
| G&A | General and Administrative | MRU | Members Required in Uniform |
| GFD | Government Furnished Data | MSR | Mandated System Review |
| GFE | Government Furnished Equipment | MTBF | Mean Time Between Failure |
| GFF | Government Furnished Facilities | NATA | National Association of Testing Authorities |
| GFI | Government Furnished Information | NMSwAA | Naval Materiel Seaworthiness Assurance Agency |
| GFM | Government Furnished Material | Non-RI | Non-Repairable Item |
| GFS | Government Furnished Services | NSF | (Australian) National Skills Framework |
| GFS(IT) | Government Furnished Services (Information Technology) | NTE | Not-To-Exceed |
| GST | Goods and Services Tax | OD | Operative Date |
| H | Hardcopy | ODIS | Office for Defence Industry Support |
| HSMP | Health and Safety Management Plan | OEM | Original Equipment Manufacturer |
| | | OPM | Other Performance Measure |

ATTACHMENT M

| Abbreviation | Description | Abbreviation | Description |
|--------------|---|--------------|--|
| OSP | Operating Support Plan | SPO | System Program Office |
| OT | Operational Technology | SPMP | Support Performance Measurement Plan |
| PCA | Physical Configuration Audit | SPTPW | Support Pricing Workbook |
| PHIP | Phase In Plan | SRMP | Security Risk Management Plan |
| PHOP | Phase Out Plan | SSDESC | Support System Description |
| PHS&T | Packaging, Handling, Storage and Transportation | SSMP | Support Services Management Plan |
| PIP | Performance Implementation Period | SSMS | Support Services Master Schedule |
| POD | Planned Operative Date | SSOP | Security Standard Operating Procedure |
| PPR | Periodic Performance Review | SSP | System Security Plan |
| PT PCP | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC. Payment Times Procurement Connected Policy | SSVM | Support Services Verification Matrix |
| QAR | Quality Assurance Representative | STR | Statement of Tax Record |
| QMS | Quality Management System | SWCR | Software Change Request |
| QP | Quality Plan | SWG | Security Working Group |
| Qty | Quantity | SWMP | Software Management Plan |
| RAAF | Royal Australian Air Force | SWSP | Software Support Plan |
| RAN | Royal Australian Navy | TBD | To be determined |
| Ref | Reference | TD | Technical Data |
| RI | Repairable Item | TCO | Total Cost of Ownership |
| ROE | Rate of Effort | TDL | Technical Data List |
| RSL | Reserve Stockholding Level | TDSR | Technical Data and Software Rights |
| S | Softcopy | TMC | Technical Management Code |
| S&Q | Survey and Quote | ToSA | Target of Security Assessment |
| S&TE | Support and Test Equipment | TRS | TEMPEST Requirements Statement |
| SAC | Supplies Acceptance Certificate | TRS | Training Requirements Specification |
| SCCG | Security Classification and Categorisation Guide | TSP | Training Support Plan |
| SCR | Safety Case Report | TXRR | Transition Requirements Review |
| SDS | Safety Data Sheet | UOC | Unit of Competency |
| SE | Systems Engineering | VET | Vocational Education and Training |
| SDIP | Sovereign Defence Industrial Priority | V&V | Verification and Validation |
| SEG | Security and Estate Group | V&VP | Verification and Validation Plan |
| SICC | Security Incident Coordination Centre | WBS | Work Breakdown Structure |
| SME | Small to Medium Enterprise | WHS | Work Health and Safety |
| SOE | Standard Operating Environment | WHSMS | Work Health and Safety Management System |
| SOW | Statement of Work | WSL | Working Stockholding Level |

ATTACHMENT M

2. DEFINITIONS

| Term | Status | Definition |
|----------------------------|------------|--|
| Acceptance | (Core) | means acceptance of Deliverables delivered in the course of providing the Services in accordance with clause 6.8 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. |
| Accreditation | (Optional) | means formal recognition by an authoritative body that: <ul style="list-style-type: none"> a. an organisation has demonstrated competence to carry out certain duties and tasks; or b. a system is authorised to operate in a defined configuration, with a specified role and in a particular environment (having regard to the associated residual risk with the operation of a system). |
| ACE Measurement Point | (Core) | means, in respect of Recurring Services Fees, each ACE Measurement Point specified in Table F-1 of Attachment F. |
| ACE Measurement Rules | (Core) | means the referenced document titled ' <i>Australian Contract Expenditure Measurement Rules</i> ', which defines the methods to be applied to determine the values for ACE and ICE for the Contract. |
| ACE Value | (Core) | means the Australian dollar value of ACE. |
| Achieved ACE Percentage | (Core) | means, in respect of an ACE Measurement Point, the ACE expressed as a percentage of the Total Contract Expenditure. |
| Achieved Performance | (Core) | 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 Attachment P. |
| Ad Hoc Services | (Core) | means Task-Priced Services, S&Q Services and Pre-Authorised Ad Hoc Services. |
| Adaptive Maintenance | (Optional) | means the modification of a Software Product, after delivery, to keep the Software Product usable in a changed or changing environment. |
| ADF Capability Objectives | (Core) | has the meaning given in clause 1.3.1b of the COC. |
| Adjusted Performance Score | (Core) | for a KPI for a Review Period, means the percentage score determined, in accordance with Attachment P, as the Contractor's Adjusted Performance Score, representing the relative value of the Achieved Performance to the Commonwealth. |
| Adjustment Date | (Core) | <p>Note to drafters: This definition may be amended to align Adjustment Dates with financial years or a different cycle.</p> <p>means:</p> <ul style="list-style-type: none"> a. for Milestone Payments, the Base Date and each anniversary of the Base Date; b. for the Mobilisation Payment, the Base Date and the date the Mobilisation Payment is made by the Commonwealth; and c. for Services other than Services included in Milestones, the Base Date and each anniversary of the Base Date. |
| Adjustment Note | (Core) | has the same meaning as in the GST Act. |
| AIC Compliance Certificate | (Core) | means a certificate in the form of Annex F to Attachment I. |

ATTACHMENT M

| Term | Status | Definition |
|-------------------------------|------------|---|
| AIC Objectives | (Core) | has the meaning given in clause 1.3.1c of the COC. |
| AIC Obligations | (Core) | means the obligations under the Contract relating to AIC and for the avoidance of doubt includes the following obligations: a. the obligations on the Contractor under clause 4 of the COC, clause 10 of the SOW and Attachment F; and b. the Essential AIC Obligations. |
| AIC Subcontractor | (Core) | means a Subcontractor identified as an AIC Subcontractor in Attachment H in accordance with clause 11.9 of the COC. |
| AIC Subcontractor Obligations | (Core) | means the obligations of an AIC Subcontractor under the relevant Approved Subcontract relating to AIC and for the avoidance of doubt includes the obligation to comply with the relevant Subcontractor AIC Plan. |
| Allocated Baseline | (Optional) | means the current Approved documentation for a CI, which describes the functional, performance, interoperability and interface characteristics that are allocated from those of the higher-level CI and the Verification required to demonstrate achievement of those specified characteristics. |
| Allowable Costs | (Core) | means a cost incurred by the Contractor that is an allowable cost in accordance with the meaning in the <i>Defence Cost Principles</i> . |
| Application for a Deviation | (Core) | means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD or other form agreed between the parties. |
| Approval | (Core) | a. for a data item, has the meaning given by clause 2.4.4 of the SOW; and b. 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. Approval in either case does not constitute Acceptance; and 'Approve' and 'Approved' have a corresponding meaning. |
| Approved Subcontractor | (Core) | means a Subcontractor that is listed in Attachment H or the Approved Subcontractor section of an S&Q Order and 'Approved Subcontract' means a contract between the Contractor and an Approved Subcontractor or between a Subcontractor and an Approved Subcontractor to that Subcontractor. For the avoidance of doubt, an AIC Subcontractor is an Approved Subcontractor. |
| Approved Subcontractor Deed | (Core) | means a deed substantially in the form of Annex A to Attachment I. |
| Approved Substance | (Core) | means a Problematic Substance that is: a. 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; b. Approved and used for the purpose(s) specified in an Approved Application for a Deviation; or c. Approved and used for the purpose(s) specified in the Approved HSMP or the Approved SSMP, as applicable. |

ATTACHMENT M

| Term | Status | Definition |
|--|--------|--|
| As Secure As Reasonably Practicable or ASARP | (Core) | means that, in relation to a Security System-of-Interest (SSoI), or elements thereof, an adequate level of security has been achieved, such that an incremental improvement in security would: <ul style="list-style-type: none"> a. require a disproportionate deterioration in relation to meeting other system cost, schedule, or performance objectives; b. violate system constraints; or c. require unacceptable concessions, such as an unacceptable change in the way operations are performed. |
| Asbestos Containing Material | (Core) | has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth). |
| Assets Register | (Core) | means the log used by the Contractor for recording Contractor Managed Commonwealth Assets. |
| Associated Parties | (Core) | means other entities (including other contractors and Commonwealth organisations) performing activities related to the Products, the Services, the Capability, the parent system or platform (if applicable), or otherwise having a connection with the Services being provided or the work to be performed under the Contract. |
| At-Risk Amount | (Core) | means the portion of the Core Services Fee that is either fully earned or reduced relative to the Contractor's performance in providing the Services that are measured by KPIs and determined in accordance with Annex C to Attachment B. The At-Risk Amount may be expressed as a percentage of the Core Services Fee or as a dollar amount for the given period, as the context requires. |
| Attachment | (Core) | means an Attachment to the Contract. |
| Audit | (Core) | 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. |
| Australian Contract Expenditure or ACE | (Core) | has the meaning given in clause 2.2 of the ACE Measurement Rules. |
| Australian Entity | (Core) | means: <ul style="list-style-type: none"> a. a company registered under the <i>Corporations Act 2001</i> (Cth) or a company registered under the <i>Companies Act 1993</i> (New Zealand); b. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or c. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN), 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. |
| Australian Industry | (Core) | means Australian Entities that perform work in Australia or New Zealand. |
| Australian Industry Activity or AIA | (Core) | means an activity identified as an Australian Industry Activity in Attachment F. |

ATTACHMENT M

| Term | Status | Definition |
|---|------------|--|
| Australian Industry Capability or AIC | (Core) | means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry. |
| Australian Privacy Principles | (Core) | has the same meaning as in the <i>Privacy Act 1988</i> (Cth) |
| Authorisation | (Core) | 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. |
| Authorised Person | (Core) | 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. |
| Authority to Operate or ATO | (Optional) | Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security. has the meaning given through the Defence Security Principles Framework (DSPF). |
| Authority to Operate with Conditions or ATO-C | (Optional) | Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security. has the meaning given through the DSPF. |
| Award Assessment Period | (Optional) | Note to drafters: Insert this definition if Option A is selected at clause 1.9 of the COC. has the meaning given in clause 1.9 of the COC. |
| Award Term | (Optional) | Note to drafters: Insert this definition if Option A is selected at clause 1.9 of the COC. means the period by which the Term is extended, as determined in accordance with clause 1.9 of the COC. |
| Award Term Determination Date | (Optional) | Note to drafters: Insert this definition if Option A is selected at clause 1.9 of the COC. has the meaning given in clause 1.9 of the COC. |
| Base Date Currency Exchange Rate | (Core) | means the currency exchange rate between source currency and Australian dollars available from www.rba.gov.au/statistics/frequency/exchange-rates.html that applied at the Base Date. |
| Base Fee | (Core) | means, in respect of a given period, the amount equal to the Core Services Fee less the At-Risk Amount, for that period. |
| Baseline | (Core) | has the same meaning as Configuration Baseline. |
| Beyond Economic Repair | (Optional) | means the categorisation given to an unserviceable Product when the cost of repairing the Product outweighs the cost of buying a replacement Product. |
| Beyond Physical Repair | (Optional) | means the categorisation given to an unserviceable Product when it cannot physically be repaired (eg due to damage). |
| Cannibalisation | (Optional) | 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. |

ATTACHMENT M

| Term | Status | Definition |
|----------------------------------|------------|---|
| Defence Cost Principles | (Core) | means the referenced document titled ' <i>Defence Cost Principles</i> ', which provides a framework to deliver greater understanding and clarity regarding how costs may be attributed to Defence Contracts. |
| Capability | (Core) | <p>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 platform(s) to which the Products Being Supported relate.</p> <p>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.</p> |
| Carried Forward Unserviceability | (Optional) | means a deferred unserviceability that does not prejudice the technical integrity of a Product or the safety of any person. |
| Cataloguing | (Optional) | means the act of recording and promulgating selected management data relating to Stock Items in the catalogues of the MILIS global record and other supply systems. |
| Certificate of Conformity | (Optional) | means a formal certification by a responsible member of the supplier's quality control organisation that the goods supplied are authentic, their origin traceable, that they meet the specification and conditions contained in the original order. |
| Certification | (Core) | <p>means:</p> <ol style="list-style-type: none"> for the purposes of clauses 11 and 12 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 in relation to the certification of Products, the end result of a process, which formally examines and documents compliance of a Product against predefined standards, to the satisfaction of the certifying authority. |
| Certification Basis | (Optional) | means the suite of standards against which materiel is to be certified, derived from or judged to be equivalent to a subset of the materiel standards approved by an applicable regulatory authority. |
| Certification Basis Description | (Optional) | means the document listing, inter-alia, the individual Certification Basis requirements and the evidence that demonstrates Contractor compliance with the requirements. |
| Change of Control | (Core) | <p>means:</p> <ol style="list-style-type: none"> a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor. |
| Circuit Layout | (Core) | means a circuit layout that is protected under the <i>Circuit Layouts Act 1989</i> (Cth) or the corresponding laws of any other jurisdiction. |
| Claim | (Core) | 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). |

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| Codification | (Optional) | means the act of establishing and maintaining Stock Item identification and related data under the Defence cataloguing system and/or the national system of another country participating in the NATO Codification System. |
| Codification Data | (Core) | means: a. for Deliverables (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 b. for Deliverables already codified in the NATO Codification System, the details of that Codification. |
| Commercial and Government Entity Code | (Core) | means the code that identifies the manufacturer of an item in the NATO Codification System. |
| Commercial Item | (Core) | means an item or service that is: a. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and b. 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). |
| Commercial Software | (Core) | means Software that is: a. a Commercial Item; b. supplied without further development or modification in conjunction with a Commercial Item, under the standard commercial terms applicable to that item; or c. Free and Open Source Software. |
| Commercial TD | (Core) | means TD that is: a. a Commercial Item; or b. 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. |
| Commercialise | (Core) | 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. |
| Commonwealth Contractor | (Core) | means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth. |
| Commonwealth Default | (Core) | means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor. |
| Commonwealth Funded Resources | (Core) | has the meaning set out in clause 3.18 of the COC. |

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| Term | Status | Definition |
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| Commonwealth Mandated GFM | (Optional) | means GFE or GFD identified as 'Commonwealth Mandated GFM' in: a. Annex A to Attachment E; or b. the GFM section of an S&Q Order. |
| Commonwealth Mandated GFS | (Optional) | means GFS identified as 'Commonwealth Mandated GFS' in: a. Annex B to Attachment E; or b. the GFS section of an S&Q Order. |
| Commonwealth Officer | (Core) | means any of the following: a. a Minister of State for the Commonwealth; b. a person employed or engaged under the <i>Public Service Act 1999</i> (Cth) or the <i>Members of Parliament (Staff) Act 1984</i> (Cth); c. a person who is included in Defence Personnel; and d. a member of the Australian Federal Police. |
| Commonwealth Personnel | (Core) | means any Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth. |
| Commonwealth Premises | (Core) | means any of the following that is owned, leased, occupied or operated by the Commonwealth: a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, a vessel (including a submarine) or an aircraft. |
| Commonwealth Property | (Core) | means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth. |
| Commonwealth Service Provider | (Core) | 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: a. professional, administrative, contract management or project management services to Defence; or b. technical management or assurance services, including Verification and Validation, safety, certification, security or capability development, but does not include Excluded Parties. |
| Commonwealth Software | (Core) | Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth Software. means: a. any Software of the type described in Annex D to the TDSR Schedule in respect of a Deliverable specified in that annex; b. any Software described as such in an S&Q Order; and c. any developments, modifications or improvements to that Software. |
| Commonwealth Supplier Code of Conduct | (Core) | means the Commonwealth Supplier Code of Conduct, as amended from time to time. |

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| Commonwealth TD | (Core) | <p>Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth TD.</p> <p>means:</p> <ul style="list-style-type: none"> a. any TD of the type described in Annex D to the TDSR Schedule in respect of a Deliverable specified in that annex; b. any TD described as such in an S&Q Order; and c. any developments, modifications or improvements to that TD. |
| Commonwealth-sponsored Training | (Optional) | means those elements of Training that are either owned by the Commonwealth or licensed to the Commonwealth by a third party and that are provided to the Contractor for the purposes of the Contract. |
| Competency | (Optional) | means the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments. |
| Confidential Information | (Core) | <p>means:</p> <ul style="list-style-type: none"> a. any information in the Contract that is identified in Attachment N or in the Confidential Information section of an S&Q Order; and b. any other information: <ul style="list-style-type: none"> (i) is commercially sensitive (not generally known or ascertainable); (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and (iii) that was provided with an express or implied understanding that it would remain confidential, <p>but does not include information which:</p> <ul style="list-style-type: none"> c. is or becomes public knowledge other than by breach of the Contract; d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party. |
| Configuration Audit | (Core) | 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. |
| Configuration Baseline (or 'Baseline') | (Core) | <p>means:</p> <ul style="list-style-type: none"> a. 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; b. in the context of documentation, an approved and released document, or a set of documents, each of a specific revision; the |

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| | | <p>purpose of which is to provide a defined basis for managing change;</p> <p>c. in the context of Configuration Management documents, the currently approved and released configuration documentation; and</p> <p>d. in the context of a Software Product, a released set of files comprising a Software version and associated configuration documentation.</p> |
| Configuration Control | (Core) | <p>means:</p> <p>a. 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</p> <p>b. in the context of a Product, the Configuration Management activity concerning: the systematic proposal, justification, evaluation, coordination, and disposition of proposed changes; and the implementation of all approved and released changes into:</p> <ul style="list-style-type: none"> (i) the applicable configurations of a Product; (ii) associated Product information; and (iii) supporting and interfacing Products and their associated information. |
| Configuration Control Board | (Core) | <p>means the group of functional and other representatives responsible for the Configuration Control of a Mission System, Configuration Item, or other Product. There may be Commonwealth, Contractor and Subcontractor CCBs, as applicable to the Contract. The composition of the required CCBs is normally defined in each organisation's CM plans.</p> |
| Configuration Identification | (Core) | <p>means:</p> <p>a. in the context of an identification process, the unique identifiers for a Product and its configuration documents; and</p> <p>b. 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:</p> <ul style="list-style-type: none"> (i) selection of Configuration Items; (ii) determination of the types of configuration documentation required for each Configuration Item; (iii) issuance of numbers and other identifiers affixed to the Configuration Items and to the technical documentation that defines the Configuration Item's configuration; and (iv) release of Configuration Items and their associated configuration documentation, and establishment of Configuration Baselines for Configuration Items. |
| Configuration Item | (Core) | <p>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.</p> |
| Configuration Management | (Core) | <p>means a technical and management process for establishing and maintaining consistency of a Product's performance, functional, and</p> |

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| | | physical attributes with its requirements, design and operational information throughout its life. |
| Configuration Status Accounting | (Core) | 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. |
| Consolidated Group | (Optional) | means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth). |
| Consumable | (Core) | 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. |
| Contamination | (Core) | means the presence in, on or under land, air or water of a substance or emission (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the Environment. |
| Continuation Training | (Core) | means Training undertaken by Commonwealth Personnel in order to maintain currency and skill in relation to the Capability. |
| Contingency | (Optional) | means the provision of support by the Contractor, in addition to the requirements of the Contract, to meet the Commonwealth's requirements for support during heightened ADF operations. Contingency is an element of Surge. |
| Contingency Maintenance | (Optional) | means that Maintenance carried out on technical equipment during heightened ADF operations, when the availability of that equipment is crucial to force capability, and peacetime maintenance procedures are inappropriate. |
| Contract | (Core) | 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. |
| Contract Change Proposal | (Core) | has the meaning given by clause 11.1 of the COC. |
| Contract Material | (Core) | 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. |
| Contractor Default | (Core) | means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| Contractor Maintained Licensed Fittings | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>for a GFF Licensed Area, means the Licensed Fittings identified in the list titled 'Contractor Maintained Licensed Fittings' included in Appendix 2 of the relevant annex to Attachment O.</p> |

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| Contractor Managed Commonwealth Asset | (Core) | means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract. |
| Contractor Personnel | (Core) | means each of the following: a. an employee, officer or agent of the Contractor; b. a Subcontractor; and c. an employee, officer or agent of a Subcontractor. |
| Contractor Premises | (Core) | means any of the following: a. premises owned by the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and b. premises (including any GFF): (i) that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and (ii) where the Contractor, Related Body Corporate or the Subcontractor is responsible for controlling physical access to the premises. |
| Contractor-sponsored Training | (Optional) | means Training that is either owned by the Contractor or licensed to the Contractor by a third party to enable the Contractor to provide the Training Services. |
| Control | (Core) | means, in relation to the Contractor or the Guarantor, any of the following: a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor or the Guarantor; b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor or the Guarantor; c. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor; d. 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 e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor. |
| Controller | (Core) | has the same meaning as in the <i>Corporations Act 2001</i> (Cth). |
| Copyright | (Core) | means any existing or future copyright as defined under the <i>Copyright Act 1968</i> (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future. |
| Core Services | (Core) | means the Recurring Services other than the Excluded Services. |
| Core Services Fee | (Core) | means in respect of a given period, the amount specified in Annex B to Attachment B as the Core Services Fee for that period. |

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| Corrective Maintenance | (Core) | 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. with respect to Software, means reactive modification of a Software Product after delivery to correct discovered problems. |
| Correctly Rendered Invoice | (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC. for the purposes of clause 11.9.12 of the COC, means an invoice which is: a. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and b. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. |
| Cost Review Period | (Optional) | means a time period within the Term for which a Periodic Cost Review is conducted. |
| Cyber Security Assurance Basis | (Optional) | means the suite of requirements against which the Materiel System is to be assessed in relation to cyber security. |
| Cyber Supply Chain | (Core) | means the Contractor and the associated network of Subcontractors (including direct Subcontractors and lower-tier Subcontractors) that provides items of Digitally Enabled Systems and Equipment (DESE) directly or indirectly to the Commonwealth to satisfy the requirements of the Contract. |
| Cyberworthiness | (Core) | means the desired outcome of a range of policy and assurance activities that allow the operation of Australian Defence Force platforms, systems and networks in a contested cyberspace environment, in accordance with the capability manager's operating intent. Assessing Cyberworthiness takes into consideration output from security assessments of enabling systems, the intended operating context, and any mitigation measures to be applied. The aim of Cyberworthiness is to ensure a capability is fit for purpose by assuring the confidentiality, integrity and availability of the systems required for survivability in a contested cyber environment. |
| Dangerous Goods | (Core) | has the meaning given in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time). |
| Data Management System | (Core) | means the Contractor's system for providing on-line access to DMS Contract Data in accordance with clause 2.3 of the SOW. |
| day | (Core) | means a calendar day. |
| Default | | means any of the following: a. a breach of an express or implied provision of the Contract by a party to the Contract; and |

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| | | <p>b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following:</p> <ul style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; (ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and (iii) the Contractor or Contractor Personnel. <p>A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor.</p> |
| Defect | (Core) | <p>means:</p> <ul style="list-style-type: none"> a. 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: <ul style="list-style-type: none"> (i) results in the Product or Deliverable not conforming to a requirement of this Contract or applicable legislation or recognised standards of practice; or (ii) renders the Product or Deliverable unfit for its intended use; and b. 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. |
| Defence | (Core) | means the Department of Defence and/or the Australian Defence Force. |
| Defence Cyberworthiness System | (Optional) | means the framework provisioned by Chief of Joint Capability (CJC) as the ADF Cyberworthiness Authority, for the purposes of ensuring that Capability Managers understand and manage their risks to achieve Cyberworthiness outcomes. It complements the process and directives within existing frameworks, including seaworthiness, land worthiness and airworthiness. |
| Defence Personnel | (Core) | means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence. |
| Defence Property | (Core) | means Commonwealth Property administered by Defence. |
| Defence Purpose | (Core) | <p>means a purpose related to any of the following:</p> <ul style="list-style-type: none"> a. the defence and defence interests of Australia; b. the national security of Australia; c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and d. peacekeeping or peace enforcement activities. |
| Defence-Required Australian Industrial | (Optional) | means an Industrial Capability provided by one or more Australian Entities that provides specific outcomes required by Defence, and described in Attachment F. A DRAIC is a combination of DRAIC Elements that can be: |

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| Capability or DRAIC | | a. organised and operated to provide the required outcome; and b. applicable to the acquisition and/or the sustainment of a materiel system. |
| Defence Service Provider | (Core) | means a person, other than Defence Personnel, involved in Defence work or engaged by Defence. |
| Defence Supply Chain | (Optional) | means that portion of the overall supply chain for a Stock Item in which one or more Defence agencies are involved in the Supply actions (eg, receipting, storage and delivery) for that Stock Item. |
| Defined Contract Value | (Core) | means the sum of the Mobilisation Payment (if applicable), Milestone Payments and the Recurring Services Fee for the Term. |
| Deliverable(s) | (Core) | means any service, information (including Technical Data and Contract Material), document (including report, 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. |
| Delivery Schedule | (Core) | means Attachment C to the Contract. |
| Demand | (Optional) | means a request for the supply of a Stock Item from the Commonwealth to the Contractor or from the Contractor to the Commonwealth, made by the person authorised to do so for the Commonwealth or the Contractor, as the case may be. |
| Design Support Network | (Optional) | see Technical Support Network. |
| Detailed Sovereign Defence Industrial Priority | (Optional) | means a detailed description of how an SDIP is to be delivered to support Defence capabilities. Detailed SDIPs include information needed by all levels of the supply chain, to consistently and continuously guide and grow the sovereign defence industrial base, aligned to Defence's needs. |
| Deviation | (Core) | 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: a. test requirement; b. process requirement; c. material requirement; and d. quality system requirement. |
| Digitally Enabled Systems and Equipment or DESE | (Core) | Note to drafters: Amend the following clause to suit the cyber requirements of the Contract. This definition acts to scope the cyber requirements (eg, for the purposes of cyber supply chain analyses). means those systems and items of equipment that are categorised as Information and Communications Technology (ICT) Equipment, Operational Technology (OT) Equipment, or internet of things devices (ie, devices that connect together via the internet). |
| Disposal | (Optional) | means a process used by the Contractor to dispose of Commonwealth Stock Items and Non-Stock Items. |
| Dispute | (Core) | means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any |

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| | | dispute or difference as to the formation, validity, existence or termination of this Contract. |
| Distribution | (Optional) | means the management process and physical functions associated with the movement of Items between pick up and delivery points. |
| Distribution System | (Optional) | means the Defence Distribution System available for use by the Contractor, principally through the Defence Warehousing and Distribution (DW&D) contract. |
| DMS Contract Data | (Optional) | means the data for which on line access is provided to the Commonwealth through the DMS in accordance with clause 2.3 of the SOW. |
| document | (Core) | includes each of the following: <ul style="list-style-type: none"> a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device. |
| DRAIC Element | (Optional) | means a component element of a DRAIC, and includes, as separate DRAIC Elements, infrastructure, hardware, Software, materiel, facilities, personnel, ICT, processes, and Technical Data. |
| Employee | (Core) | means an employee of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence. |
| Engineering Change Proposal | (Core) | 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: <ul style="list-style-type: none"> a. the Configuration Baseline; b. the engineering drawings; and c. any document referenced from the documents identified in either subclause a or b. |
| Engineering Information System | (Core) | means the Contractor's system, as required under clause 6.2.2 of DSD-ENG-SERV, which is used and generated by the engineering processes to provide access to the relevant technical information, decisions and rationale that describe the current state of engineering activities and associated approvals. The EIS includes information produced by the Contractor and Approved Subcontractors. |
| Engineering Services | (Core) | 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. |
| Engineering Support | (Core) | means the organisation of hardware, Software, materiel, Facilities, Personnel, processes and Technical Data needed to enable Engineering Services to be competently provided for the Materiel System throughout its life. |
| Environment | (Optional) | in the context of environmental management, means any of the following: <ul style="list-style-type: none"> a. ecosystems and their constituent parts; |

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| | | <p>b. natural and physical resources;</p> <p>c. the qualities and characteristics of locations, places and areas;</p> <p>d. noise; and</p> <p>e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraph a, b or c.</p> |
| Environmental Harm | (Optional) | means any actual or threatened adverse impact on, or damage to, the Environment. |
| Environmental Incident | (Optional) | means any Environmental Harm or Contamination caused by or in relation to the Contractor's activities. |
| Environmental Management System | (Core) | has the meaning given to that term in AS/NZS ISO 14001:2004. |
| Essential AIC Obligations | (Core) | means each of the obligations set out in clause 4.2 of the COC. |
| Event Performance Rating | (Optional) | has the meaning contemplated by clause 2.4.2b of Attachment P. |
| Excepted Risk | (Core) | <p>means an event or circumstance that is any of the following:</p> <p>a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone;</p> <p>b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power;</p> <p>c. confiscation by governments or public authorities; or</p> <p>d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels.</p> |
| Excess Capacity | (Optional) | means the extent to which the potential capacity of the GFM, GFS, GFF and MRU exceeds the capacity of the GFM, GFS, GFF and MRU required to be used by the Contractor to provide the Services. |
| Excluded Parties | (Core) | means the parties identified as such in Annex E to the TDSR Schedule. |
| Excluded Services | (Core) | means the Services (if any) specified in Annex B to Attachment B, in relation to pass-through costs, including Technical Data, Software and Contract Material, required to be provided under the Contract in relation to those Services. |
| Excluded Services Fee | (Core) | means in respect of a given period, the amount specified in Annex B to Attachment B as the Excluded Services Fee for that period. |
| Exigency | (Optional) | <p>means the provision of support for a period of up to two months in any six month period, with no less than two weeks' notice, and for up to 150% of the average monthly ROE. Exigency is an element of Surge.</p> <p>Note to drafters: The drafter should amend the parameters above to suit Contract needs. More than one Exigency period (eg, exercise) may be identified.</p> |
| Export Approval | (Core) | 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 |

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| | | performance of the Contract, including the provision and use of the Services. |
| Extension Notice | (Optional) | has the meaning given in clause 1.9 of the COC. |
| Facilities | (Core) | means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated machinery, plant and utilities for the operating, engineering, Maintenance, supply, Training, and administrative elements of a Materiel System. |
| Facilities Condition Report | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>In relation to a GFF Licensed Area, means the report at Appendix 3 of the relevant annex to Attachment O.</p> |
| Failure | (Core) | means the inability of a system or component to perform its required functions within specified performance requirements. |
| Free and Open Source Software | (Core) | <p>means Software that:</p> <ol style="list-style-type: none"> is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and may be used, modified, developed or adapted by any person subject to specified conditions, and includes open source Software, public domain Software, shareware, community source Software and freeware. |
| Freight Distribution Centre | (Optional) | means the Defence or Defence-managed organisation (including contractors) in a particular location that is responsible for receiving, storing (if required), documenting and dispatching Defence freight to customer organisations in accordance with priorities assigned by the Commonwealth Representative. |
| Full-Time Equivalent or FTE | (Optional) | means the equivalent of one person employed in a defined staff position on a full time basis, allowing for associated employment agreement obligations and entitlements. |
| Functional Baseline | (Core) | 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. |
| General Interest Charge | (Core) | means the Australian Taxation Office sourced rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) expressed as a decimal rate per day. |
| GFF Common Area | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means an area of a GFF Licensed Area or the Commonwealth Premises in which the GFF is located, identified in the plans in Appendix 1 of the relevant annex to Attachment O as a GFF Common Area.</p> |
| GFF Delay Event | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means any of the following:</p> <ol style="list-style-type: none"> the Commonwealth excludes the Contractor or Contractor Personnel from the GFF (or a substantial part of it) other than as reasonably necessary for the normal operation and maintenance of the Commonwealth Premises in which the GFF is located; |

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| | | <p>b. the Commonwealth requires the Contractor to relocate from the GFF to another location;</p> <p>c. the GFF Licence is terminated by the Commonwealth; and</p> <p>d. the Contractor cannot exercise (or fully exercise) a right granted under the GFF Licence due to a Commonwealth Default or a breach of a general law duty or an applicable law by an Unrelated Party,</p> <p>other than as a result of a Contractor Default or an Excepted Risk.</p> |
| GFF Licence | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means the licence granted by clause 3.7 of the COC.</p> |
| GFF Licence Application Date | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to a GFF Licensed Area, means the date specified in the annex to Attachment O for that GFF Licensed Area as the date on which the GFF Licence applies to the GFF Licensed Area.</p> |
| GFF Licence Commencement Date | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to the GFF Licence for a GFF Licensed Area, means the date specified in the relevant annex to Attachment O as the date on which the GFF Licence applies to that GFF Licensed Area,.</p> |
| GFF Licence Expiry Date | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to the GFF Licence for a GFF Licensed Area, means the date specified in the relevant annex to Attachment O as the date on which the GFF Licence ceases to apply to that GFF Licensed Area.</p> |
| GFF Licence Term | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to a GFF Licence, means the period determined in accordance with clause 1.1 of Attachment O.</p> |
| GFF Licensed Area | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to a GFF Licence, means the area forming part of a Commonwealth Premises and identified as such in Appendix 1 of the relevant annex to Attachment O, including all buildings in that area and all Licensed Fittings in that area or those buildings.</p> |
| GFF Permitted Purpose | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means any of the following:</p> <p>a. the purpose of performing the Contractor's obligations under and in connection with the Contract; and</p> <p>b. if the Commonwealth Representative consents in writing to the use of a GFF Licensed Area for a purpose under or in connection with another contract to which the Commonwealth is a party, the other purpose.</p> |
| Goods and Services Tax | (Core) | has the same meaning as in the GST Act. |

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| Governing Security Documents | (Optional) | <p>Note to drafters: Amend the following definition to suit the security requirements of the Contract. This definition is critical to the successful operation of the security provisions of the SOW, and particular attention is drawn to clause 4.6.7 of the SOW. Do not include commercial standards within this definition. Be aware that many of the Defence EMSEC documents (eg, the ACSIs) are classified and have releasability constraints. ACSI-61D and ACSI-71D, for example, are only available on the DSN.</p> <p>means the following documents applicable to the security provisions of the SOW:</p> <ul style="list-style-type: none"> a. the Protective Security Policy Framework (PSPF); b. the Australian Government Information Security Manual (ISM); c. the Defence Security Principles Framework (DSPF); d. the Essential Eight Maturity Model (E8MM); e. the Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC; <div style="border: 1px solid black; padding: 5px;"> <p>Option: Include this option (amended as required) if EMSEC is applicable to the scope of system security.</p> <ul style="list-style-type: none"> f. the applicable Australian Communications Security Instructions (ACSIs) identified at Annex A to the SOW or in the Approved Emanation Security Control Plan (ESCP); g. Project EMSEC Threat Assessment (ETA) and Project TEMPEST Requirements Statement (TRS); and </div> <ul style="list-style-type: none"> h. [INSERT OTHER APPLICABLE DEFENCE SECURITY DOCUMENTS]. |
| Government Agency | (Core) | <p>means a person or body performing governmental functions, including any of the following:</p> <ul style="list-style-type: none"> a. a body politic; b. a government or government department or other body; c. a governmental, semi-governmental or judicial person; and d. a person (whether autonomous or not) charged with the administration of a law. |
| Government Furnished Data or GFD | (Optional) | <p>means the data identified as 'Government Furnished Data' in:</p> <ul style="list-style-type: none"> a. Annex A to Attachment E; or b. the GFM section of an S&Q Order. |
| Government Furnished Equipment or GFE | (Optional) | <p>means the equipment identified as 'Government Furnished Equipment' in:</p> <ul style="list-style-type: none"> a. Annex A to Attachment E; or b. the GFE section of an S&Q Order. |
| Government Furnished Facilities or GFF | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means:</p> <ul style="list-style-type: none"> a. the GFF Licensed Area(s) identified in Attachment O; or |

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| | | b. the GFF section of an S&Q Order. |
| Government Furnished Information or GFI | (Optional) | means the information identified as 'Government Furnished Information' in: a. Annex A to Attachment E; or b. the GFM section of an S&Q Order. |
| Government Furnished Material or GFM | (Optional) | is the collective name for the GFE, GFD and GFI and any other material identified by the Commonwealth as GFM in Annex A to Attachment E. |
| Government Furnished Services or GFS | (Optional) | means the services identified as 'Government Furnished Services' in: a. Annex B to Attachment E; or b. the GFS section of an S&Q Order. |
| GST Act | (Core) | means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation. |
| GST Group | (Optional) | means a GST group formed in accordance with Division 48 of the GST Act. |
| Guarantor | | means the guarantor (if any) specified in the Deed of Guarantee and Indemnity, as identified in Item 9 of the Contract Details. |
| Hazardous Chemical | (Core) | has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth). |
| Highly Sensitive Software | (Core) | means Software specified in Annex A to the TDSR Schedule. |
| Highly Sensitive TD | (Core) | means TD specified in Annex A to the TDSR Schedule. |
| Information and Communications Technology Equipment or ICT Equipment | (Optional) | means any device that can process, store or communicate data electronically in a digital form, such as computers, multifunction devices, network devices, smartphones, digital cameras, electronic storage media, smart devices and other radio devices. |
| ICT System | (Optional) | means a set of Software or combined hardware and Software Products whose primary function is to acquire, process, store, and disseminate information, and which is identified as an ICT System in Annex A to the SOW. |
| Imported Contract Expenditure or ICE | (Core) | has the meaning given in clause 2.3 of the ACE Measurement Rules. |
| Independent AIC Audit Program | (Core) | means the Commonwealth's Independent AIC Audit Program for auditing compliance with the AIC Obligations and AIC Subcontractor Obligations. |
| Indigenous Enterprise | (Optional) | means an organisation, operating a business, that is 50 per cent or more Indigenous owned. It may take the form of a company, incorporated association or trust. A social enterprise or registered charity may also be an Indigenous enterprise if it is operating a business. Supply Nation (www.supplynation.org.au) maintains a list of Indigenous Enterprises that meet this definition. |

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| Industrial Capability | (Core) | means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial 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 industrial capability may be required. 'Industrial Capabilities' has a corresponding meaning. |
| Initial Term | (Core) | has the meaning given in the Details Schedule. |
| Innovation / Efficiency or IE | (Core) | <p>means any means by which the Contractor enables:</p> <ol style="list-style-type: none"> a. Defence's Total Cost of Ownership for the Capability and/or the total cost of ownership for Other Capabilities to be reduced; b. the Capability to be enhanced to address technology evolution, technology insertion and changing operational imperatives and threats (as advised by the Commonwealth); and c. the AIC Objectives to be enhanced, <p>while ensuring that Outcomes are achieved. Such means may include one or more of the following:</p> <ol style="list-style-type: none"> d. any means by which the Contractor is able to more efficiently, cost effectively, or professionally perform any or all of the Services; e. enhancements to the Products Being Supported; f. changes to the responsibilities of, and the modes of interaction between, any of the parties involved in the operation and support of the Products Being Supported, including both within and between the Commonwealth, Contractor and Subcontractors; g. changes to the modes of operation and support for the Capability or related capabilities (or both), including through repatriation to Australia or New Zealand of services, which are currently being provided by overseas entities, to enhance Sovereignty; h. enhancements to wider Defence or other Commonwealth capability arrangements (eg, requirements bundling); i. obtaining cost reductions to be passed on to the Commonwealth (eg, through implementing Subcontractor arrangements that assist with reducing support costs); and j. any other identified opportunities. <p>'Innovations / Efficiencies' has a corresponding meaning.</p> |
| Insolvency Event | (Core) | <p>means, in respect of a person, any of the following:</p> <ol style="list-style-type: none"> a. the person: <ol style="list-style-type: none"> (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; b. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; c. the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); |

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| | | <p>d. 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 <i>Personal Property Securities Act 2009</i> (Cth));</p> <p>e. the person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand;</p> <p>f. an order or resolution for the winding up or deregistration of the person;</p> <p>g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and</p> <p>h. any analogous event under the law of any applicable jurisdiction.</p> |
| Intellectual Property | (Core) | <p>means all present and future rights conferred by law in or in relation to any of the following:</p> <p>a. Copyright;</p> <p>b. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and</p> <p>c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.</p> |
| Internal System Review | (Core) | means a System Review, other than a Mandated System Review, that the Contractor or a Subcontractor conducts as part of the program of activities for the Contract. |
| Issue | (Core) | means a concern or action whose progress needs to be monitored, but which is technically not a risk because it does not represent any cost or schedule threat to the Contract at this point in time. Typical issues include action items from meetings, corrective actions, and concerns or actions arising from correspondence, metrics collection and analysis, deviation from progress against plans, and reviews of process application. |
| Issue Register | (Core) | means the log used by the Contractor for recording each Issue and the associated actions. |
| Item | (Core) | means a general term used to denote any element of the Support System. |
| Justification | (Core) | means the determination and authorisation of a stocking level at a particular Commonwealth or Contractor location. |
| Key Commercial Item | (Core) | <p>means:</p> <p>a. a Commercial Item listed (or required to be listed) in Annex C to the TDSR Schedule; or</p> <p>b. a Commercial Item described as a Key Commercial Item in an S&Q Order.</p> |
| Key Performance Indicator | (Core) | means a Performance Measure specified in Annex A to Attachment P as a KPI, being a measure that is used to determine the Contractor's entitlement to Performance Payments under Annex C to Attachment B. |
| Key Person | (Optional) | means a person filling a Key Staff Position. |

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| Key Requirement | (Optional) | means each obligation or requirement described as such in Attachment D. |
| Key Staff Position | (Optional) | 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 clause 9.1 of the SOW. |
| Latent Defect | (Core) | means a Defect that: <ul style="list-style-type: none"> a. was not discoverable by reasonable care or inspection before Acceptance of the Products, Deliverables or Services ; and b. other than in relation to Software, falls outside the incidence of random Failures to be expected of Products, Deliverables or Services of the relevant kind. |
| LD Amount | (Optional) | means an amount specified in, or calculated in accordance with, Attachment D as the LD Amount for the Key Requirement. |
| Lead Time | (Core) | means the time it will take (in days) for the Contractor to deliver the goods or items to the place nominated in the Contract. |
| Licence | (Core) | means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that: <ul style="list-style-type: none"> a. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee; b. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term; c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence; d. operates on a world-wide basis; and e. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material. |
| Licensed Fittings | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means the following items in a GFF Licensed Area:</p> <ul style="list-style-type: none"> a. fixed internal partitioning and panelling; b. floor coverings, window blinds and awnings; c. cabling and connection points of any installed telecommunication systems; d. lines, conduits, connections, taps, outlets, controls and regulatory and safety devices of any reticulated electricity, gas or water supply; e. sinks and basins, f. fire sprinkler systems; g. light, heating and air-conditioning fittings; h. installed warning or alarm systems; i. signage supporting the function or the intended function of the GFF; j. hoses and compressor units; k. other fixed plant and equipment (not being GFE), including that listed in an appendix to an annex to Attachment O; and |

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| | | <p>I. any other items made available in a GFF Licensed Area by the Commonwealth for the Contractor's use,</p> <p>and any items that replace those while the GFF Licence is in force, but does not include items that are GFE.</p> <p>Note to drafters: This list should be reviewed and updated depending on the actual licensed fittings. If a fitting which is being licensed does not appear on the list above, you will need to include it. Conversely, if an item is listed as being a 'licensed fitting' above, but is not being licensed to the Contractor, it should be deleted from the list above.</p> |
| Life Cycle Cost | (Core) | means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Products Being Supported under the Contract over the LOT of the Mission System. The LCC includes all costs associated with acquisition, in-service operations, logistics support and disposal. |
| Life of Type | (Core) | means the period in which the Commonwealth will use an item of equipment or Defence capability. The Commonwealth may vary this period from time to time at its discretion including based on strategic or operational requirements. |
| Local Business | (Core) | <p>Note to tenderers: The definition of Local Business for any resultant Contract will be based on the successful tenderer's response to Annex H to Attachment A to the Conditions of Tender.</p> <p>means [...INSERT DEFINITION...].</p> |
| Loss | (Core) | means any liability, loss (including economic loss), damage, compensation, costs and expenses. |
| Maintenance | (Core) | <p>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.</p> <p>Note: The terms Adaptive Maintenance and Perfective Maintenance are not considered subcategories of Maintenance. These terms are used in commercial Software standards and are used for consistency with these standards, but are considered to be part of Engineering Services.</p> |
| Maintenance Management System | (Core) | 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). |
| Maintenance Requirements Determination | (Optional) | means the systematic application of a number of processes (eg failure mode, effects and criticality analysis; and reliability centred maintenance) that are used to develop maintenance requirements for a Product. |
| Maintenance Services | (Core) | means those Services associated with performing Maintenance, including the management of Maintenance activities. |
| Maintenance Support | (Core) | means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable |

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| | | Maintenance Services to be competently provided for the Materiel System throughout its life. |
| Major Change | (Core) | <p>Note to drafters: Prior to RFT release amend this definition to suit the requirements of the Contract, particularly in relation to the Products Being Supported.</p> <p>means an engineering change that:</p> <ol style="list-style-type: none"> a. 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; b. affects the FBL of the Mission System(s) and/or of an item of Commonwealth-owned equipment; c. affects the payments to be provided under the Contract; d. affects any Key Performance Indicators (KPIs) included in the Contract; e. results in significant retrofit action, particularly in relation to installed systems; f. 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); g. 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: <ol style="list-style-type: none"> (i) the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability; (ii) the ability to meet schedule requirements (eg, for a ship availability); (iii) Government Furnished Equipment (GFE); (iv) Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support Software, spares, trainers or training devices, equipment or Software; (v) the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes; (vi) interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies; (vii) sources of CIs or Repairable Items at any level defined by source-control drawings; and (viii) skills, personnel numbers, training, biomedical factors or human-engineering design. |
| Malware | (Core) | 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. |

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| Mandated System Review | (Optional) | means a System Review that is mandated in the Contract. |
| Materiel Safety | (Core) | <p>means that the Materiel Systems, including elements thereof, are, so far as is reasonably practicable, without risks to the health and safety of persons who:</p> <ol style="list-style-type: none"> use those Materiel Systems or elements for a purpose for which they were designed and manufactured; handle those Materiel Systems or elements; store those Materiel Systems or elements; construct those Materiel Systems or elements; carry out any reasonably foreseeable activity in relation to the manufacture, assembly or use of the Materiel Systems or elements or proper storage decommissioning, or disposal (eg, inspection, operation, cleaning, Maintenance or repair of Materiel Systems or elements); and are at or in the vicinity of a workplace and who are exposed to Materiel Systems or elements at that workplace or whose health or safety is affected by any activity referred to in sub-paragraph (a) to (e) above. |
| Materiel System | (Core) | means the Mission System(s) combined with the Support System. |
| Maximum Probable Loss | (Core) | means the financial consequence (to the Commonwealth and to any third party) of a risk event occurring after taking into account any risk treatments that mitigate consequence – it is NOT discounted by the likelihood of it occurring. |
| Members Required in Uniform | (Optional) | means the ADF members specified at Attachment R. |
| Milestone | (Core) | means an event specified as a Milestone in Attachment C. |
| Milestone Date | (Core) | in relation to a Milestone, means the date for achievement of the Milestone as set out in Attachment C. |
| Milestone Payment | (Core) | in relation to a Milestone, means the amount set out in Annex A to Attachment B in respect of the Milestone. |
| Minor Change | (Core) | <p>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.</p> <p>means an engineering change that does not meet the criteria for a Major Change and that:</p> <ol style="list-style-type: none"> changes a Baseline; substitutes a component with one that is built to the same build standard; or 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: <ol style="list-style-type: none"> typographic errors; grammatical errors; misspellings; |

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| | | (iv) incorrect page numbering; (v) incorrect nomenclature; and (vi) incorrect contact information. |
| Mission Critical Capabilities | (Optional) | Note to drafters: Amend the following definition, as required, to support the classification of the severity of Failures (eg, see DSD-OPS-HLPDSK). In more complex situations, it may be more appropriate to create a table or indented structure identifying Mission Critical Capabilities for each group of Products Being Supported. means those functions that: a. [DRAFTER TO INSERT]; and b. [DRAFTER TO INSERT]. A Mission Critical Capability means one, all, or any of the identified functions, as the case requires. |
| Mission System | (Core) | means a Product designated as a Mission System in Annex A to the SOW. |
| Mobilisation Payment | (RFT Core) | means the payment identified as a Mobilisation Payment in Attachment B. |
| Modification Order | (Optional) | means the documentation that provides the means by which an approved configuration change resulting from an ECP process is incorporated into a Product. |
| month | (Core) | means a calendar month. |
| Moral Rights | (Core) | means any of the following: a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; and c. a right of integrity of authorship. |
| MRU Credit Rate | (Optional) | means the rates for calculating MRU credits as set out in Table 2 of Attachment R. |
| Non Mission Critical Capabilities | (Optional) | means those functions that are not classified as Mission Critical Capabilities. |
| Non-Repairable Item | (Core) | 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 actual value does not justify reconditioning. |
| Non-Standard Repairs | (Optional) | means repairs that are not documented in approved maintenance publications or instructions. |
| Non-Stock Item | (Core) | means all Items which are not Stock Items, and can include Software, Technical Data or Facilities. |
| Not-To-Exceed | (Core) | means a price (inclusive of any extra fees) that shall not be exceeded for the provision and completion of a Service, a Deliverable or of an approved work activity. |
| Notifiable Incident | (Core) | has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth). |

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| Objective Evidence | (Core) | means specified documentary evidence required to validate an item for a specific application. |
| Obsolescence | (Core) | means the process of becoming out-of-date or superseded. Obsolescence can affect all equipment, Software, tools, processes, Technical Data and other support elements. |
| Obsolescent | (Core) | means, for a hardware Item, that the Item is subject to an announced end of production date; and, for a Software Item, that the Item is subject to an announced end of support date. |
| Obsolescent Item | (Core) | means the status of a Stock Item or of an equipment system, which indicates that it is no longer to be provisioned although it may remain in use until worn out or declared an Obsolete Item. |
| Obsolete | (Core) | means, for a hardware Item, that the Item is no longer in production by the manufacturer; and, for a Software Item, that the Item is no longer supported. |
| Obsolete Item | (Core) | means the status of a Stock Item or of an equipment system, which indicates that it will not be purchased or issued in the future, as the Stock Item is no longer required and is not to be used. |
| Off Ramp Date | (Optional) | <p>Note to drafters: Include the following if Option A or C is selected at clause 1.9 of the COC.</p> <p>means the date that is [INSERT OFF RAMP PERIOD IN YEARS E.G. TWO YEARS] before the end of the current Term, or such other date as is determined in accordance with the Contract.</p> |
| Open Book Basis | (Optional) | means the provision of any pricing, costing and other information on an open book basis, to enable an assessment of actual costs and profit margins, cost savings, including a breakdown of all relevant preliminaries, insurances, labour, equipment, materials, Subcontract costs, margins and discount rates used to calculate net present values in a clear and transparent manner to allow the Commonwealth to understand fully the basis upon which the Contractor is being, or seeking to be, paid. |
| Operating Expenses | (Optional) | <p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. This list should be reviewed and amended to ensure completeness and accuracy.</p> <p>means the total of all costs, charges, fees, expenses, Taxes and other outgoings paid or payable, charged or chargeable, assessed or assessable upon or otherwise incurred by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located or in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the Commonwealth Premises in which the GFF is located and not otherwise recouped by the Commonwealth under the GFF Licence, including all of the following:</p> <ol style="list-style-type: none"> all amounts paid or payable to any Government Agency in respect of the Commonwealth Premises in which the GFF is located (not including a GFF Licence fee, if any); all insurance premiums payable in respect of the insurances effected by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located against risks referable to the Commonwealth Premises in which the GFF is located or to the Commonwealth in relation to the Commonwealth's ownership or |

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| | | <p>interest in the Commonwealth Premises in which the GFF is located;</p> <p>c. amounts incurred in respect of the maintenance, operation, renovation, repair, upgrade and upkeep of the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located from which the Contractor derives no benefit from a right of access);</p> <p>d. amounts incurred in respect of cleaning, lighting, maintaining and servicing common areas;</p> <p>e. amounts incurred in respect of caretaking, security and other expenses associated with facilities provided on or from the Commonwealth Premises in which the GFF is located;</p> <p>f. amounts incurred in respect of control and security (including fees payable to the Commonwealth's security contractors, car parking attendants and traffic supervisors) in connection with the Commonwealth Premises in which the GFF is located (including amounts incurred in respect of salaries and wages, labour on costs and accident compensation insurance premiums);</p> <p>g. amounts incurred in respect of maintenance, repair and testing of firefighting and protection equipment (including sprinkler installations, hydrants, fire extinguishers, smoke detectors and other firefighting equipment) installed by the Commonwealth on the Commonwealth Premises in which the GFF is located, including amounts paid or payable to a Government in respect of the supply, maintenance, servicing and monitoring of fire alarms;</p> <p>h. amounts incurred in respect of any other services (including IT services) provided in respect of the Commonwealth Premises in which the GFF is located, including:</p> <p>(i) amounts payable to specialist contractors;</p> <p>(ii) wages paid to permanent staff employed; and</p> <p>(iii) the cost of materials used by the Commonwealth, in connection with those services;</p> <p>i. amounts that the Commonwealth incurs in respect of the management and supervision of the Commonwealth Premises in which the GFF is located and arrangements for use or occupation of or access to the Commonwealth Premises in which the GFF is located;</p> <p>j. amounts incurred in complying with any requirement of a Government Agency in relation to the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located, to which there is no access or use by the public or the Contractor) but excluding requirements which are the responsibility of a particular tenant, licensee or occupier of the Commonwealth Premises in which the GFF is located; and</p> <p>k. any other expenditure reasonably and properly incurred by the Commonwealth in the operation and maintenance of the Commonwealth Premises in which the GFF is located, but excluding any of the following:</p> <p>l. costs of capital repairs (provided these are not needed because of Contractor Default);</p> |

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| | | <p>m. amounts that the Commonwealth is not permitted by law to recover from the Contractor;</p> <p>n. amounts of GST in respect of the GFF Licence; and</p> <p>o. any other amounts payable or to be borne by the Contractor under Attachment O.</p> |
| Operating Support | (Core) | means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable the Mission System to be competently operated throughout its life. |
| Operating Support Services | (Core) | <p>means those Services associated with:</p> <p>a. operating a Mission System;</p> <p>b. performing activities that directly enable the operation of the Mission System (eg refuelling, fire-fighting and ordnance loading); and</p> <p>c. managing Operating Support activities,</p> <p>but excludes Maintenance at the operational level of the Mission System and the provision of the associated Supply Services.</p> |
| Operational Technology Equipment or OT Equipment | (Optional) | <p>means the programmable components of a system (hardware and/or software) that detect or cause a change through the direct monitoring and/or control of physical devices, processes or events. These components interact with the physical environment or manage devices that interact with the physical environment.</p> <p>Embedded systems are also included in the sphere of operational technology (eg, smart instrumentation), along with a large subset of scientific data acquisition, control, and computing devices. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology. An OT device could be as small as the engine control unit (ECU) of a car or as large as the distributed control network for a national electricity grid.</p> |
| Operative Date | (Core) | means the date specified in a notice under clause 1.5.4 or 1.5.5b of the COC. |
| Other Capabilities | (Core) | means Capabilities that are provided and maintained by the Commonwealth and/or by third parties under separate contractual arrangements with the Commonwealth, and which interoperate and/or integrate with the Products Being Supported. |
| Other Performance Measure | (Core) | means a Performance Measure listed in Attachment Q or an applicable document in accordance with clause 1.3 of Attachment Q, which is used to obtain information that is relevant to the management of the Contract or supported Products, but which is not a KPI. |
| Outcome | (Core) | means the desired resultant effect on a Defence Capability that is an objective of, and enabled through, the Services provided by the Contract as specified in Annex A to Attachment P. |
| Ozone Depleting Substance | (Core) | means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act. |
| Packaging | (Core) | means the wrapping, container, cushioning materials and palletisation materials, as required, in which an Item is delivered, |

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| | | handled, stored or distributed until required for use or to be disposed of. |
| Patent | (Core) | means the rights and interests in any registered, pending, or restored standard or innovation patent under the <i>Patents Act 1990</i> (Cth) or the corresponding laws of any other jurisdiction, 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. |
| Perfective Maintenance | (Optional) | means the modification of a Software Product after delivery to improve performance or maintainability. |
| Performance Band | (Core) | means any or all of Performance Band A, Performance Band B, Performance Band C and Performance Band D, as applicable. |
| Performance Band A | (Core) | has the same meaning as in Attachment P. |
| Performance Band B | (Core) | has the same meaning as in Attachment P. |
| Performance Band C | (Core) | has the same meaning as in Attachment P. |
| Performance Band D | (Core) | has the same meaning as in Attachment P. |
| Performance Event | (Core) | means an event or circumstance which prevents the Contractor from complying with clauses 6.1.1d or e of the COC. |
| Performance Implementation Period | (Core) | means the period defined in Annex C to Attachment B and in Attachment P, being the period during which the performance assessment processes are introduced in one or more stages. |
| Performance Incentive | (Optional) | for a KPI for a Review Period, means the amount determined in accordance with clause 3.3 of Annex C to Attachment B in respect of the Contractor's performance against that KPI in that Review Period. The Performance Incentive is a part of the Performance Payment. |
| Performance Measure | (Core) | means a unit or standard of measurement pertaining to a particular Service, action or deed, measured either from the process itself or the impact on the resultant outcomes. |
| Performance Payment | (Core) | for a KPI for a Review Period, means the amount determined in accordance with clause 3 of Annex C to Attachment B as the Performance Payment payable in respect of the Contractor's performance against that KPI in that Review Period. |
| Performance Relief | (Core) | means relief from compliance with clauses 6.1.1d and e of the COC for a period specified by the Commonwealth, including agreement by the Commonwealth Representative to allow a value that is different to the measured value to be used when calculating the Adjusted Performance Score for a KPI for a Review Period. |
| Periodic Cost Review | (Optional) | means a review held in accordance with clause 3.4.6 of the SOW and clause 1.11 of the COC. |
| Periodic Performance Review | (Core) | means a review held in accordance with clauses 3.4.1, 3.4.2, 3.4.4 and 3.4.5 of the SOW and the Approved SSMP. Periodic Performance Reviews include CPRs, Performance Assessment Reviews (unless specified as an ad hoc meeting), Combined |

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| | | Services Performance Reviews and individual Services performance reviews, as specified in the Contract. |
| Personal Information | (Core) | has the same meaning as in the <i>Privacy Act 1988</i> (Cth). |
| Personnel | (Core) | means all staff involved in the operation and support of the Products Being Supported, including Commonwealth Personnel, Contractor Personnel and Subcontractor Personnel. |
| Prescribed ACE Percentage | (Core) | means the ACE percentage in respect of the Recurring Services Fees specified in Table 1 of Attachment F in respect of an ACE Measurement Point. |
| Phase In | (Optional) | means the set of activities to be undertaken by the Contractor and Commonwealth, in respect of, and to prepare for, the commencement of the provision of the Services, which culminates in, and concludes on, the achievement of the Operative Date. |
| Phase Out | (Core) | means the set of activities undertaken by the Contractor and Commonwealth in respect of, and to prepare for, the expiry or earlier termination of the Contract or where there is a reduction in scope of the Contract. |
| Postponement | (Core) | means the postponement of a due date for the provision of a Service. |
| Postponement Event | (Core) | means an event or circumstance which prevents the Contractor from complying with clauses 6.1.1 a, b or c of the COC. |
| Pre-Authorised Ad Hoc Service | (Optional) | means an Ad Hoc Service undertaken in accordance with clause 3.16 of the COC. |
| Prescribed Activities | (Core) | <p>means any of the following:</p> <ul style="list-style-type: none"> a. the use, handling or storage of: <ul style="list-style-type: none"> (i) a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth); or (ii) Hazardous Chemicals the use of which is restricted under regulation 382 of the <i>Work Health and Safety Regulations 2011</i> (Cth) including polychlorinated biphenyls; b. unless otherwise agreed by the Commonwealth, the use, handling or storage of Hazardous Chemicals that are defined in the <i>Work Health and Safety Regulations 2011</i> (Cth) as: <ul style="list-style-type: none"> (i) Schedule 11 Hazardous Chemicals exceeding manifest quantities; or (ii) Schedule 15 Chemicals where the applicable State or Territory regulator has determined the storage facility to be a major hazard facility; c. the use, handling or storage of a Problematic Source; d. the use, handling or storage of ordnance; e. high risk work as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth) that requires dedicated work plans; f. electrical work on energised electrical equipment as contemplated by the <i>Work Health and Safety Regulations 2011</i> (Cth); |

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| | | <p>g. high risk construction work, demolition work or excavation work, each as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth);</p> <p>h. work involving ACM contemplated by subregulation 419(2) of the <i>Work Health and Safety Regulations 2011</i> (Cth);</p> <p>i. work that requires a confined space entry permit in accordance with <i>Work Health and Safety Regulations 2011</i> (Cth); or</p> <p>j. remote or isolated work as defined in subregulation 48(3) of the <i>Work Health and Safety Regulations 2011</i> (Cth).</p> |
| Preventive Maintenance | (Core) | <p>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:</p> <p>a. scheduled inspection on-condition tasks;</p> <p>b. scheduled inspection Failure-finding tasks;</p> <p>c. scheduled removal rework tasks; and</p> <p>d. scheduled removal discard tasks.</p> <p>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.</p> |
| Privacy Commissioner | (Core) | means any person performing any 'privacy function' within the meaning of the <i>Australian Information Commissioner Act 2010</i> (Cth). |
| Problematic Source | (Core) | 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. |
| Problematic Substance | (Core) | means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical. |
| Process Audit | (Core) | 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. |
| Product | (Core) | means any element that forms part of the Capability, including elements of the Mission System(s) (if any) and the Support System. |
| Products Being Supported | (Core) | means the Products identified in Annex A to the SOW together with other Products identified in the SOW, which are required to be supported by the Contractor in performing the Contract and include, where applicable, subordinate components. A 'Product Being Supported' has a corresponding meaning. |
| Products Being Supported Restrictions Schedule | (Core) | means Attachment S. |

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| Product Audit | (Core) | 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. |
| Product Baseline | (Core) | 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. |
| Proportionate Liability Law | (Core) | means any of the following: <ul style="list-style-type: none"> a. <i>Civil Liability Act 2002</i> (NSW) – Part 4; b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA; c. <i>Civil Liability Act 2002</i> (WA) – Part 1F; d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2; e. <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A; f. <i>Proportionate Liability Act 2005</i> (NT); g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3; h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A; i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA; j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA. |
| PT PCP | (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC. means the Commonwealth's 'Payment Times Procurement Connected Policy'. |
| PT PCP Policy Team | (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC. means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. |
| PT PCP Subcontract | (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC. means a Subcontract between a Reporting Entity and another party (Other Party) where: <ul style="list-style-type: none"> a. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract; b. both parties are carrying on business in Australia; and c. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (inc GST) during the period of the Subcontract, not including any |

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| | | <p>options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract;</p> <p>but does not include the following Subcontracts:</p> <p>d. Subcontracts entered into prior to the Reporting Entities' tender response for the Contract;</p> <p>e. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or</p> <p>f. Subcontracts for the purposes of:</p> <p>(i) procuring and consuming goods or services overseas; or</p> <p>(ii) procuring real property, including leases and licences.</p> |
| PT PCP Subcontractor | (Optional) | <p>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</p> <p>means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.</p> |
| PTR Act | (Optional) | <p>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</p> <p>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.</p> |
| Quality | (Core) | means the degree to which a set of inherent characteristics fulfils requirements. |
| Quality Assurance | (Core) | means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled. |
| Quality Management | (Core) | means coordinated activities to direct and control an organisation with regard to Quality. |
| Quality Management System | (Core) | means the management system implemented by the Contractor in accordance with clause 11.1 of the SOW for the purposes of Quality Management. |
| Ramp Up | (Optional) | means the set of activities that are required in order to increase the Contractor's capability and capacity to provide the Services in accordance with clause 1.13 of the COC. |
| Rate of Effort | (Core) | means the set level of operational activity (or range of operational activities) conducted by the Commonwealth during a period nominated in the Contract and as specified in clause 2.2 of the SOW. |
| Recurring Services | (Core) | means all of the Services, other than any S&Q Services, Pre-Authorised Ad Hoc Services, Task-Priced Services and Phase In Services, required to be provided by the Contractor under the Contract. |
| Recurring Services Fee | (Core) | means, in respect of a given period, the amount determined in accordance with Annex B to Attachment B as the Recurring Services Fee for that period. |
| Registrable Design | (Core) | means a design able to be protected under the <i>Designs Act 2003 (Cth)</i> or the corresponding laws of any other jurisdiction. |
| Related Body Corporate | (Core) | has the meaning given by section 9 of the <i>Corporations Act 2001 (Cth)</i> . |

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| Remediation Plan | (Core) | means a plan required by clause 6.12 of the COC. |
| Removed Services | (Core) | has the meaning given in clause 13.6.1 of the COC. |
| Required Delivery Date | (Optional) | means the calendar date specified in a Demand on or by which materiel is required to be delivered. The Required Delivery Date specified on a Demand normally reflects the standard delivery date allocated by MILIS in accordance with the AUSMIMPS priorities, but the standard delivery date may be modified by the demanding unit to reflect operational and/or logistics requirements. |
| Repairable Item | (Core) | means an Item that, when unserviceable, can be reconditioned or economically repaired to a serviceable state for further use. |
| Repairable Item Pipeline | (Core) | means the defined process flow (pipeline) of an RI from being fitted to a parent equipment at an operating unit, through either the Commonwealth or Contractor storage and distribution system, to a repair venue, back into the Commonwealth or Contractor storage and distribution system and ultimately back to an operating unit for fitment to a parent equipment. |
| Reporting Entity | (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC. has the meaning given to this term in the PTR Act. |
| Reporting Entity Subcontractor | (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC. means any person that: a. is a Reporting Entity; and b. 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). 'Reporting Entity Subcontract' has a corresponding meaning. |
| Request | (Core) | means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth. |
| Required Performance Level | (Core) | for a KPI, means the minimum level of performance, as measured by the KPI for each Review Period, required to be achieved by the Contractor as specified in Annex A to Attachment P. |
| Requirements Determination | (Core) | means the process which establishes the quantity of Stock to be procured, and comprises the assessment, requirement computation, and procurement determination based on historical use/consumption data. |
| Reserve Stock | (Core) | 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. |
| Reserve Stockholding Level | (Core) | means the minimum holding of Reserve Stock to be maintained by the Contractor unless otherwise Approved by the Commonwealth Representative. |
| Resident Personnel | (Core) | means the Commonwealth Personnel and Commonwealth engaged contractors and representatives located at the Contractor's and Subcontractor's premises for the purpose of the Contract and included at Attachment L or the Resident Personnel section of an S&Q Order, but excludes MRU. |

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| Review | (Core) | in relation to a data item, has the meaning given by clause 2.4.3 of the SOW. |
| Review Period | (Core) | means the period over which a Performance Measure is measured and assessed, as specified in Attachment P for KPIs and in Attachment Q for any OPMs that have a defined review period. |
| Risk Register | (Core) | means the log used by the Contractor for recording each risk, risk assessment and risk-management strategy in accordance with the Approved RMP. |
| Rotable | (Core) | means a Repairable Item which needs special management. |
| Royalty | (Core) | 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. |
| S&Q Order | (Core) | means an order issued by the Commonwealth in respect of an S&Q Service and an S&Q Quote in the form of Part 3 of Annex A to DID-SSM-S&Q. |
| S&Q Quote | (Core) | has the meaning given in clause 3.15 of the COC. |
| S&Q Request | (Core) | means a request issued by the Commonwealth in respect of a proposed S&Q Service in the form of Part 1 of Annex A to DID-SSM-S&Q. |
| S&Q Services | (Core) | means the Services identified as S&Q Services in the SOW and other such services requested by the Commonwealth in accordance with clause 3.15 of the COC that are directly related to the Services. |
| Schedule 11 Hazardous Chemical | (Core) | has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth). |
| Schedule 15 Chemical | (Core) | has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth). |
| Security Authorisation | (Core) | <p>means a security-related Certification, Accreditation, risk assessment outcome, regulatory approval, or other documented authority provided by a Defence security authority and necessary for the delivery of the Supplies or the performance of the Contract.</p> <p>Note to drafters: Amend the following clause to suit the security requirements of the Contract:</p> <p>Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents at the time that the template was drafted, where the terms 'ATO-C' and 'ATO' have replaced 'PICTA' and 'ICTA', respectively.</p> <p>For the purposes of the security requirements of the Contract, the applicable Security Authorisations are:</p> <ol style="list-style-type: none"> physical security Certification; EMSEC Certification; ATO-C / ATO; cyber-maturity assessment against the Defence Cyberworthiness System (DCwS); and |

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| | | e. the security considerations as part of the applicable regulatory / assurance framework for the Contract (eg, seaworthiness or airworthiness). |
| Security Interest | (Core) | means any of the following: <ul style="list-style-type: none"> a. 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; b. a 'security interest' as defined in section 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth); and c. an agreement to create any of these or allow any of these to exist. |
| Security Outcomes | (Core) | means that a Security System-of-Interest (SSoI), including elements thereof, has achieved a level of security performance such that the SSoI is determined to be As Secure As Reasonably Practicable (ASARP), including that: <ul style="list-style-type: none"> a. security considerations have been addressed as they apply to the design, development, implementation, V&V, and Security Authorisations for the SSoI; b. the SSoI is able to operate effectively, achieve the Safety Outcome, and undertake the intended missions in the environment in which the system is expected to operate, as set out in the Contract; c. the SSoI is resilient to cyber threats, including that the SSoI is able to: <ul style="list-style-type: none"> d. withstand, respond to, and adapt to adverse system conditions caused by cyber threats; and e. recover from effects, attacks or compromises caused by cyber threats; f. the security risks applicable to the SSoI have either been eliminated or the likelihood and/or consequence have been reduced to the extent practicable; and g. the Commonwealth's security obligations have been met as they pertain to the confidentiality, classification, availability and integrity of information and data processed, stored and/or communicated electronically or by similar means by the SSoI. |
| Security System-of-Interest or SSoI | (Core) | Note to drafters: Amend the following definition to incorporate any additional SSoIs, which are those systems that would be subject to the requirements of the System Security Program clause of the SOW. Drafters should consider the relationship between SSoIs and ToEs when amending this definition. means: <ul style="list-style-type: none"> a. the Mission System; b. the Support System; and c. [DRAFTER TO INSERT]. |
| Serviceable | (Core) | means the condition of a Stock Item when it is fit for its intended use. |
| Services | (Core) | means services and goods (including Deliverables) required to be provided under the Contract and includes: <ul style="list-style-type: none"> a. any items acquired in order to be incorporated in the Services; and |

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| | | b. all services, functions and responsibilities that are reasonably related or required for the proper provision of the Services, even if they are not otherwise expressly mentioned in the Contract. |
| Services being Phased Out | (Core) | has the meaning given in clause 14.1.1 of the COC. |
| Sewerage Treatment Plant | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. Ensure the Sewerage Treatment Plant is identified on the plan. means the facility so identified on the plan at Appendix 1 of an Annex to Attachment O. |
| Shared Facilities | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. in relation to the GFF Licence, means: a. if a part of a GFF Licensed Area is identified in a plan at Appendix 1 to an annex to Attachment O as Shared Facilities, that part of the GFF Licensed Area; and b. any part of a GFF Licensed Area specified as Shared Facilities in a notice by the Commonwealth Representative under clause 4 of Attachment O. |
| Small to Medium Enterprise | (Core) | means an Australian Entity which has up to 200 full-time equivalent employees. |
| Software | (Core) | 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 Software Updates, but excludes Software Design Data and Source Code. |
| Software Design Data | (Core) | means data which describes the internal design and operation of a Software program and its interface with the external Software and hardware systems in which it operates including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing). |
| Software Incident | (Optional) | means any event that is not part of the standard operation of a system that results in some form of action to provide Services in support of Software Products. |
| Software Release | (Optional) | means a collection of new and/or changed Software CIs, which are tested and introduced into the live environment together. |
| Software Update | (Core) | means, in relation to Software: a. 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); or b. a new version of that Software (which is designed to enhance or provide extra functionality to that Software). |
| Source Code | (Core) | means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software. |
| Sovereign Defence Industrial Priority or SDIP | (Core) | has the meaning given in the 2024 Defence Industry Development Strategy. SDIPs applicable to the Contract are identified in Attachment F. |

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| Sovereignty | (Core) | means Australia having sovereign control over the ability to employ Defence capability or force when and where required, and for the period required, to produce the desired military effect. Sovereignty is a component of Capability, particularly in relation to preparedness. Sovereignty embraces all of the Industrial Capabilities identified in Attachment F for delivery under the Contract. |
| Special Packaging | (Optional) | means Packaging that is uniquely adapted for a specific Item that it protects, or because it facilitates a particular Commonwealth Supply process. |
| Statement of Tax Record | (Optional) | has the same meaning as in the Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
| Statement of Work | (Core) | means Attachment A, including the annexes to the SOW and any specifications referred to in the SOW. |
| Stock Assessment | (Optional) | means the analysis, optimisation, determination and authorisation of the level of Stock Items to be procured and/or held at a particular Commonwealth or Contractor location(s), which analysis is based on ROE, Item reliability, cost and Support System parameters. |
| Stock Item | (Optional) | means an Item which is either a RI or a Non-RI and held either by the Commonwealth or the Contractor to support the Materiel System. Stock Items include spares. |
| Stock Optimisation | (Optional) | means the process undertaken by the Commonwealth or the Contractor to determine the best assortment of Stock Items based on a combination of failure rate and another variable, usually cost. |
| Stop Payment Milestone | (Core) | means a Milestone identified as a Stop Payment Milestone in Attachment C. |
| Subcontractor | (Core) | 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. |
| Subcontractor AIC Plan | (Core) | means the AIC plan developed, delivered and updated by the AIC Subcontractor and approved by the Contractor or another Approved Subcontractor (as applicable) in accordance with the relevant Approved Subcontract. |
| Subcontractor Personnel | (Core) | means any officers, employees or agents of a Subcontractor. |
| Sublicence | (Core) | in respect of a Licence to IP granted to the Commonwealth in accordance with clause 5.2, 5.3 or 5.7 of the COC, means a sublicense of that IP on terms that comply with the requirements of clause 5.8 of the COC. |
| Supplies Acceptance Certificate | (Core) | means a certificate in the form of Annex A to DID-PM-MGT-SAC or other form agreed between the parties. |
| Supply | (Core) | 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. |

ATTACHMENT M

| Term | Status | Definition |
|---|---------------|--|
| Supply Chain | (Core) | means the network of Subcontractors that deliver products and services to the Contractor, either directly or indirectly through other Subcontractors, which are incorporated into the Services. |
| Supply Management System | (Core) | means the logistic information management system that is used for managing the provision and performance of Supply Services. There may be more than one Supply Management System used under the Contract (eg, Commonwealth-provided system and Contractor system). |
| Supply Services | (Core) | means those Services associated with performing Supply activities, including the management of those Supply activities. |
| Supply Support | (Core) | means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Supply Services to be competently provided for the Materiel System throughout its life. Supply Support also includes the Support Resources of spares, piece parts, Consumables and Packaging. |
| Support and Test Equipment | (Core) | means the equipment needed to support the operation, support and disposal of the Mission System and Support System Components, 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. |
| Support Resources | (Core) | 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 Materiel System as the case requires. |
| Support System | (Core) | means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data required to enable the 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 System Components. The Support System includes the support responsibilities undertaken by the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors). |
| Support System Components | (Core) | means the physical end items of the Support System that can be defined using a specification. Support System Components are a subset of Support Resources and include Packaging, Technical Data, equipment, materials and Facilities, as well as spares and other physical components required for the support of those Support System end-items. Support System Components do not include Personnel or spares for the Mission System. |
| Support System Constituent Capabilities | (Core) | means the five subsystems of the Support System including Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support. Each Support System Constituent Capability includes the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors). |

ATTACHMENT M

| Term | Status | Definition |
|---------------------------------------|------------|--|
| Supportability | (Core) | means the degree to which the Mission System design characteristics and the planned or existing Support System enable preparedness requirements to be met. |
| Surge | (Optional) | means a short to medium-term change to the ROE. Surge is categorised into two types: Exigency and Contingency. |
| Surveillance | (Core) | 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). |
| Synthetic Greenhouse Gas | (Core) | means any gas identified as a Synthetic Greenhouse Gas in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or in any regulations made under that Act. |
| System Audit | (Core) | 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. |
| System Owner | (Core) | <p>Note to drafters: Amend the following definition to incorporate the System Owner for the Mission System. If different SSols (or parts thereof) will have different System Owners, amend the definition accordingly.</p> <p>has the meaning given in the Defence Cyber Security Assessment & Authorisation Framework. For the purposes of the ICT and cyber security requirements of the Contract, the System Owner is [INSERT APPLICABLE APPOINTMENT].</p> |
| System Review | (Core) | means an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements. |
| Target of Security Assessment or ToSA | (Optional) | <p>in relation to ICT security and cyber security, means an information system, a system comprising DESE, and all associated documentation, that is the subject of a security evaluation.</p> <p>The Mission System, as a whole, could be a ToSA (as well as being a Security System-of-Interest (SSol)) or specific subsystems or components of the Mission System could be separate ToSAs (eg, the mission management system and the communications system within a platform could be separate ToSAs). For the Support System, the entire system will never be a ToSA (but it is always an SSol), while relevant elements of the Support System (eg, an item of Training Equipment) may be defined as either a ToSA within the Support System or a standalone SSol with one or more ToSAs.</p> |
| Task-Priced Services | (Optional) | means the items identified as Task-Priced Services in Annex D to Attachment B. |
| Tax | (Core) | means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge. |
| Tax Invoice | (Core) | has the same meaning as in the GST Act. |
| taxable supply | (Core) | has the same meaning as in the GST Act. |

ATTACHMENT M

| Term | Status | Definition |
|---|------------|--|
| Technical Data | (Core) | means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Materiel System, 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 Software Design Data and Source Code. |
| Technical Data and Software Rights Schedule or TDSR Schedule | (Core) | means Attachment G to the Contract. |
| Technical Instruction | (Optional) | <p>Note to drafters: This definition may be amended to include the name of the applicable document used by the ADF regulatory / assurance framework.</p> <p>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.</p> |
| Technical Substitution | (Optional) | means the identification, selection and authorisation of the use of alternative Items (either as interchangeable with, or to be used in lieu of, the Item currently approved for use in the Configuration Baseline) to ensure that only approved Items are used in the support of Products. |
| Technical Support Network | (Optional) | a group of agencies that provide advice relating to the development and sustainment of the design for materiel. |
| Term | (Core) | means the period referred to in clause 1.9 of the COC. |
| Total Contract Expenditure | (Core) | means, in the context of an ACE Measurement Point, the sum of: <ul style="list-style-type: none"> a. Australian Contract Expenditure; and b. Imported Contract Expenditure, each calculated for the applicable ACE measurement period identified in Attachment F for Recurring Services. |
| Total Cost of Ownership | (Core) | means the total cost to the Commonwealth (both direct and indirect) of the relevant Products over the LOT of the Capability. The TCO includes all costs associated with in-service operations, logistics support and disposal. The TCO of the Capability means all costs associated with operating, supporting and disposing of all Products that comprise the Capability. |
| Total Cost of Ownership Independent Verification and Validation Agent or TCO IV&V Agent | (Optional) | means an agent of the Commonwealth that performs an independent review of cost information to Verify and Validate any aspect of the TCO, where independent means that the agent is technically, managerially, and financially independent of the Contractor. For clarity, the TCO IV&V Agent may be the Commonwealth or a third party appointed by the Commonwealth. |
| Trade Mark | (Core) | means a trade mark protected under the <i>Trade Marks Act 1995</i> (Cth) or corresponding laws of any other jurisdiction. |

ATTACHMENT M

| Term | Status | Definition |
|---------------------------|------------|---|
| Training | (Core) | means the processes, systems, materials, resources, and Services for bringing Personnel to the required standard of competency by instruction, practice or other prescribed methodology. |
| Training Equipment | (Core) | means any item of equipment required to perform Training. |
| Training Materials | (Core) | means materials, necessary for a suitably qualified instructor to effectively and efficiently provide Training to a body of students who meet the defined entry requirements. This material includes Training specifications, course curricula, Competency standards, lesson plans, assessment instruments (including recording/tracking tools), student workbooks, précis and other publications (excluding publications developed for non-Training purposes), exams, Training aids including presentation, image, audio and video files, and, if applicable, computer-based training content, Software and manuals. |
| Training Services | (Core) | means those Services associated with performing Training activities, including the management of those Training activities. |
| Training Support | (Core) | means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Training Services to be competently provided for the Materiel System throughout its life. |
| Turn-Around-Time | (Core) | means that element of time needed to transport, service, repair or check out an Item for recommitment. This constitutes the time that it takes a Stock Item to go through the complete cycle from dispatch to the Contractor, through Contractor repair, and return the Stock Item ready for use. |
| Type Certification | (Optional) | has the same meaning as DASPMAN Defence Aviation Safety Program Manual |
| Type Record | (Optional) | has the same meaning as in A DASPMAN Defence Aviation Safety Program Manual . |
| Unit of Competency or UOC | (Optional) | an agreed statement of the skills and knowledge required for effective performance in a particular job or job function. A UOC is made up of elements of competency, together with performance criteria, a range of variables, and an evidence guide. |
| Unrelated Party | (Core) | means any person other than any of the following: <ul style="list-style-type: none"> a. the Commonwealth and Commonwealth Personnel; b. the Contractor and Contractor Personnel; c. a Related Body Corporate of the Contractor; and d. an employee, officer or agent of a Related Body Corporate of the Contractor. |
| Use | (Core) | means, in relation to a licence of any TD, Software or Contract Material granted to a licensee, to: <ul style="list-style-type: none"> a. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and b. disclose, transmit and communicate the TD, Software or Contract Material: <ul style="list-style-type: none"> (i) to the licensee's employees, officers and agents; and (ii) to a sublicensee under a sublicense granted in accordance with the licence. |

ATTACHMENT M

| Term | Status | Definition |
|--------------------------|------------|--|
| Validation | (Core) | 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; and 'Validate' and 'Validated' have corresponding meanings. |
| Verification | (Core) | 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. |
| Warehouse | (Optional) | means the logical segregation of Stock Items at a secure facility controlled by the Contractor. |
| Warehousing | (Optional) | means the term used to encompass receipt, storage, stock maintenance, packaging, retrieval, issue and consignment actions by the Contractor. |
| WHS Legislation | (Core) | means any of the following: a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth). |
| WHS Management System | (Core) | has the meaning given to OHS Management System in ISO 45001:2018. |
| Wilful Default | (Core) | 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. |
| Work Breakdown Structure | (Core) | means a product-oriented family tree division of hardware, Software, services and other work tasks, which organises, defines, and graphically displays the products to be produced as well as the work to be accomplished to achieve the specified outcomes. |
| Working Day | (Core) | in relation to the doing of an action in a place, means any day other than: a. a Saturday, Sunday or public holiday; or b. any day within the two-week period that starts on: (i) the Saturday before Christmas Day; or (ii) if Christmas Day falls on a Saturday, Christmas Day, provided that paragraph b of this definition will not apply to the calculation of Working Days in respect of: c. a notice issued by the Commonwealth under clauses 6.11 or 13 of the COC; or d. the calculation of liquidated damages or any grace period in respect of liquidated damages. |
| Working Stock | (Optional) | means the combination of <i>operating stock</i> and <i>safety stock</i> , where: a. <i>operating stock</i> is that part of the Working Stock used to enable routine issues to be made in the intervals between routine replenishments; and |

ATTACHMENT M

| Term | Status | Definition |
|------|--------|---|
| | | <p>b. <i>safety stock</i> is that part of the Working Stock which is maintained over and above <i>operating stocks</i> to ensure the continuity of Supply during unforeseen interruptions in normal stock replenishments and unpredictable fluctuations in Demands.</p> <p>Working Stock excludes Reserve Stocks.</p> |

3. REFERENCED DOCUMENTS

| Reference | Description |
|--|--|
| AAP 5030.001 | RAAF Publication System – Technical and Non-Technical Manuals |
| AAP 7001.054 | Airworthiness Design Requirements Manual |
| AAP 7001.059 | Transition Aviation Maintenance Management Manual |
| DASPMAN Defence Aviation Safety Program Manual | Defence Aviation Safety Regulations |
| ABS Catalogue 5206 Table 4 | Australian National Accounts: National Income, Expenditure and Product, Table 4 - Chain Price Indexes |
| ABS Catalogue 6345 | Wage Price Index, Australia |
| ABS Catalogue 6427 | Producer Price Indexes, Australia |
| ABS Catalogue 6457 | International Trade Price Indexes, Australia |
| ACE Measurement Rules | <i>Australian Contract Expenditure Measurement Rules</i> . A copy is available from: https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance |
| | ACSC Publication, 'Cloud Computing Security Considerations', October 2021 |
| | ACSC Publication, 'Cyber Supply Chain Risk Management', May 2023 |
| | ACSC Publication, 'Essential Eight Maturity Model', as amended from time to time |
| | ACSC Publication, 'Guidelines for Security Documentation', September 2023 |
| | ACSC Publication, 'Guidelines for System Monitoring', September 2023 |
| | ACSC Publication, 'Identifying Cyber Supply Chain Risks', May 2023 |
| | ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents', February 2017 |
| | ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents – Mitigation Details', February 2017 |
| | ACSC System Security Plan (SSP) Annex A, as amended from time to time |
| ACSI 61D | Emanation Security Installation Manual |
| ACSI 71D | Emanation Security Manual |
| ADFP 6.0.4 | Radiofrequency Spectrum Management |
| AFSMAN | Air Force Security Manual, Volume 1, 7 May 2024 |
| ANP2200 | Navy Safety Management System |
| ANP3411-0101 | Naval Materiel Assurance Publication |
| ANP3412-4004 | Naval Materiel Configuration Management |

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| Reference | Description |
|---|--|
| ANP3702 | Royal Australian Navy Training |
| ANP4605 | Navy Cyberworthiness |
| AS/NZS ISO 45001:2018 | Occupational health and safety management systems— Requirements with guidance for use |
| AS/NZS ISO 9000:2006 | Quality Management Systems – Fundamentals and Vocabulary |
| AS/NZS ISO 9001:2016 | Quality Management Systems – Requirements |
| AS/NZS ISO 10005:2018 | Quality Management – Guidelines for Quality Plans |
| AS/NZS ISO 14001:2016 | Environmental management systems—Requirements with guidance for use |
| AS/NZS ISO/IEC 14764:2001 | Information Technology – Software Maintenance |
| AS/NZS ISO 19011: 2003 | Guidelines for Quality and/or Environmental Management Systems Auditing |
| AS/NZS ISO 31000:2018 | Risk Management – Principles and Guidelines |
| AS/NZS ISO/IEC 12207:2019 | Information Technology – Software Life Cycle Processes |
| AS 4964-2004 | Method for the qualitative identification of asbestos in bulk samples |
| ASIO 18-9938 | Security Manager's Guide: Supply Chain Security, 2018 |
| | <i>Auditor-General Act 1997 (Cth)</i> |
| | <i>Australian Information Commissioner Act 2010 (Cth)</i> |
| | <i>Australian Securities & Investments Commission Act 2001 (Cth)</i> |
| Shadow Economy Procurement Connected Policy | Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
| | <i>Circuit Layouts Act 1989 (Cth)</i> |
| | <i>Civil Law (Wrongs) Act 2002 (ACT)</i> |
| | <i>Civil Liability Act 2002 (NSW)</i> |
| | <i>Civil Liability Act 2002 (Tas)</i> |
| | <i>Civil Liability Act 2002 (WA)</i> |
| | <i>Civil Liability Act 2003 (Qld)</i> |
| CMU/SEI-96-HB-001 | IDEAL – A Users Guide to Software Process Improvement |
| | <i>Defence Cost Principles, as amended from time to time</i> |
| | Code of Practice, <i>Managing the Work Environment and Facilities</i> (an approved code of practice under section 274 of the <i>WHS Act</i>) |
| | Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> (an approved code of practice under section 274 of the <i>WHS Act</i>) |
| CPRs | Commonwealth Procurement Rules – June 2023 |
| | Commonwealth Supplier Code of Conduct, as amended from time to time |
| | <i>Companies Act 1993 (New Zealand)</i> |

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| Reference | Description |
|---|--|
| | <i>Competition and Consumer Act 2010</i> (Cth) |
| | Complaints and Alternative Resolutions Manual |
| | <i>Copyright Act 1968</i> (Cth) |
| | <i>Corporations Act 2001</i> (Cth) |
| | CASG Risk Management Product Risk Matrix |
| CTIS | Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform |
| DEF(AUST)1000C | ADF Packaging |
| DEF(AUST) 5000, Volume 6, Part 2, Section 12, Issue 2 | Emanation Security |
| DEF(AUST)CMTD- 5085C | Engineering Design Data for Defence Materiel |
| DEF(AUST)5691 | Logistic Support Analysis |
| | <i>Defence Act 1903</i> (Cth) |
| | Defence Cyber Security Assessment & Authorisation Framework, Version 4.2, 22 April 2024 |
| | Defence Cyberworthiness System (DCwS) Maturity Model |
| Defence ICT/Cyber SCRM Framework | The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020 |
| DEFLOGMAN Part 2 Volume 5 | Defence Inventory and Assets Manual |
| DEFLOGMAN Part 2 Volume 5 Section 17 | Stocktaking Defence Assets and Inventory |
| DEFLOGMAN, Part 2 Volume 7 Chapter 1 | Defence Supplier Quality Assurance Manual |
| DEFLOGMAN Part 2 Volume 9 | Defence Explosive Ordnance Manual |
| DEFLOGMAN Part 2 Volume 10 | Defence Materiel Engineering and Maintenance Manual |
| DEFLOGMAN Part 3 | Electronic Supply Chain Manual |
| DI ADMINPOL Annex C AG5 | Incident Reporting and Management |
| DI ADMINPOL Annex C AG5 | Conflicts of interest and declarations of interest |
| DI ADMINPOL Annex J PPL7 | Required behaviours in Defence |
| DI-IPSC-81431A | System/Subsystem Specification (SSS) DID |
| DI-IPSC-81432A | System/Subsystem Design Description (SSDD) DID |
| DI-IPSC-81433A | Software Requirements Specification (SRS) DID |
| DI-IPSC-81434A | Interface Requirements Specification (IRS) DID |
| DSPF | Defence Security Principles Framework, as amended from time to time |

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| Reference | Description |
|--|---|
| DWRM | Defence Workplace Relations Manual |
| | <i>Designs Act 2003</i> (Cth) |
| | <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth) |
| | Financial Policy Gifts and Benefits (Including Hospitality) - Receiving |
| | Financial Policy Gifts and Benefits (Including Hospitality) - Spending |
| | Financial Policy Sponsorship |
| GHS | Globally Harmonised System of Classification and Labelling of Chemicals, 3 rd Revised Edition |
| GST Act | <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) |
| | Incident Reporting and Management Manual |
| | <i>Income Tax Assessment Act 1997</i> (Cth) |
| | Integrity Policy |
| IPP | <i>Commonwealth Indigenous Procurement Policy</i> , as amended from time to time. A copy of the IPP is available from: https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy |
| ISA/IEC 62433 series | Security for Industrial Automation and Control Systems |
| ISM | Information Security Manual, as amended from time to time |
| ISO 216 | Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series |
| ISO/IEC 10918 | Information Technology – Digital compression and coding of continuous-tone still images, lossless (JPEG) |
| ISO/IEC 27001:2022 | Information security, cybersecurity and privacy protection – Information security management systems – Requirements |
| ISO/IEC 27005:2022 | Information security, cybersecurity and privacy protection – Guidance on managing information security risks |
| ISO/IEC 27032:2012 | Cybersecurity – Guidelines for internet security |
| AS/NZS ISO/IEC/IEEE 15939 – 2022 (ISO/IEC/IEEE 15939 – 2017) | Systems and software engineering - Measurement process |
| | <i>Judiciary Act 1903</i> (Cth) |
| LMSM | Land Materiel Safety Manual |
| | <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) |
| | Legal Services Directions 2017 |
| | <i>Members of Parliament (Staff) Act 1984</i> (Cth) |
| MIL-HDBK-1467 | Acquisition of Software Environments and Support Software |
| MILPERSMAN | Military Personnel Policy Manual |
| MIL-PRF-28000 | Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols |

ATTACHMENT M

| Reference | Description |
|-----------------------|---|
| MIL-PRF-28001 | Markup Requirements and Generic Style Specification for Electronic Printed Output and Exchange of Text |
| MIL-PRF-28002 | Raster Graphics Representation in Binary Format |
| MIL-STD-882E | Department of Defense Standard Practice – System Safety |
| | National Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals |
| NIST CSF | National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024 |
| NIST SP 800-30 | Guide for Conducting Risk Assessments, Revision 1, September 2012 |
| NIST SP 800-37 | Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018 |
| NIST SP 800-53 | Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020 |
| NIST SP 800-53A | Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022 |
| NIST SP 800-82 | Guide to Operational Technology Security, Revision 3, September 2023 |
| NIST CSF | National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024 |
| | <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i> |
| | <i>Patents Act 1990 (Cth)</i> |
| | <i>Personal Property Securities Act 2009 (Cth)</i> |
| | Physical Security Standards – HMA Ships, Submarines & Watercraft, Version 4.0, 17 December 2020 |
| | <i>Privacy Act 1988 (Cth)</i> |
| | <i>Proportionate Liability Act 2005 (NT)</i> |
| PSPF | Protective Security Policy Framework, as amended from time to time |
| | <i>Public Service Act 1999 (Cth)</i> |
| | <i>Radiocommunications Act 1992 (Cth)</i> |
| S1000D™ | International specification for technical publications using a common source database |
| SafetyMan | Defence Safety Manual |
| SCRM Procurement Tool | ICT/Cyber Procurement Supply Chain Risk Assessment (SCRA) Tool, version 1.0, April 2021 |
| | <i>Taxation Administration Act 1953 (Cth)</i> |
| | <i>Trade Marks Act 1995 (Cth)</i> |
| WHS Act | <i>Work Health and Safety Act 2011 (Cth)</i> |
| WHS Regulations | <i>Work Health and Safety Regulations 2011 (Cth)</i> |
| | <i>Workplace Gender Equality Act 2012 (Cth)</i> |
| | <i>Workplace Gender Equality Procurement Principles</i> |
| | <i>Wrongs Act 1958 (Vic)</i> |

ATTACHMENT M

| Reference | Description |
|-----------|--|
| | The United Nations Convention on Contracts for the International Sale of Goods |

ATTACHMENT M

4. WBS DICTIONARY FOR THE CONTRACT SUMMARY WBS

Note to drafters: Modify the following definitions to align with the Contract. For example, if Workstreams are incorporated into the Contract, it may be necessary to align the CSWBS definitions with the respective Workstreams. Drafters should be aware that the CSWBS forms the highest-level breakdown of the pricing for Core Services, as set out in the applicable schedules of Annex C to Attachment B.

| WBS Element | Definition |
|---------------------|---|
| Operating Support | <p>This element includes the provision of the Operating Support Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services.</p> <p>Includes all work required to satisfy the Operating Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Operating Support Services. Includes any Operating Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews).</p> <p>Includes all of the Support Resources and any other goods and services specifically required for the provision of Operating Support Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Operating Support).</p> <p>Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Operating Support equipment is covered under Maintenance Support, provision of Non-RIs for Operating Support equipment is covered under Supply Support, and personnel management for Operating Support personnel is covered under Support Services Management).</p> |
| Engineering Support | <p>This element includes the provision of the Engineering Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services.</p> <p>Includes all work required to satisfy the Engineering Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Engineering Services. Includes any Engineering Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews).</p> <p>Includes all of the Support Resources and any other goods and services specifically required for the provision of Engineering Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Engineering Support).</p> <p>Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Engineering equipment is covered under Maintenance Support, provision of Non-RIs for Engineering equipment is covered under Supply Support, and personnel management for Engineering personnel is covered under Support Services Management).</p> |
| Maintenance Support | <p>This element includes the provision of the Maintenance Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services.</p> <p>Includes all work required to satisfy the Maintenance Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Maintenance Services. Includes any Maintenance Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews).</p> |

ATTACHMENT M

| WBS Element | Definition |
|-------------------|---|
| | <p>Includes all of the Support Resources and any other goods and services specifically required for the provision of Maintenance Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Maintenance Support).</p> <p>Except in relation to Maintenance, this CWBS Element excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Engineering support for Maintenance equipment (eg, S&TE) is covered under Engineering Support, provision of Non-RIs for Maintenance equipment is covered under Supply Support, and personnel management for Maintenance personnel is covered under Support Services Management).</p> |
| Supply Support | <p>This element includes the provision of the Supply Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services.</p> <p>Includes the costs for the procurement of RIs, Non-RIs, Consumables and Packaging required by other CSWBS Elements, particularly Operating Support, Engineering Support, Maintenance Support and Training Support.</p> <p>Includes all work required to satisfy the Supply Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Supply Services. Includes any Supply Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews).</p> <p>Includes all of the Support Resources and any other goods and services specifically required for the provision of Supply Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Supply Support).</p> <p>Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Supply equipment (eg, materials handling equipment) is covered under Maintenance Support and personnel management for Supply personnel is covered under Support Services Management).</p> |
| Training Support | <p>This element includes the provision of the Training Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services.</p> <p>Includes all work required to satisfy the Training Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Training Services. Includes any Training Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews).</p> <p>Includes all of the Support Resources and any other goods and services specifically required for the provision of Training Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Training Support).</p> <p>Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Training Equipment is covered under Maintenance Support, provision of Non-RIs for Training Equipment is covered under Supply Support, and personnel management for Training personnel is covered under Support Services Management).</p> |
| Support Resources | <p>This element includes the physical resources and work for the provision, management and support of Support Resources, which are not covered under</p> |

ATTACHMENT M

| WBS Element | Definition |
|-----------------------------|--|
| | <p>other CSWBS Elements. For example, this element may include training of contractor personnel, provision of Technical Data Services, provision and support of common-use facilities, and provision, support and updating of Information and Communications Technology (ICT) systems.</p> |
| Support Services Management | <p>This element includes the business and administrative planning, organising, directing, co-ordinating, controlling, reporting and approval actions designated to accomplish Contract Outcomes, requirements and objectives, which are not included within the scope of the CSWBS Elements for the SSCCs.</p> <p>This element includes contract management and administration; cost, schedule and performance management; Defect claims administration; contract data management; vendor liaison; Subcontract management; risk management; Life Cycle Cost; Ramp Up; Phase Out; AIC and Technical Data and Software rights management.</p> <p>This element includes work performed to satisfy the requirements of:</p> <ol style="list-style-type: none"> a. SOW clause 2, General Requirements; b. SOW clause 3, Support Services Management; c. SOW clause 10, Australian Industry Capability; d. SOW clause 11, Quality Management; e. SOW clause 12, Health, Safety and Environment; and f. SOW clause 13, Capability Innovations and Efficiencies; and g. the work necessary for compliance with the COC. |

ATTACHMENT N

CONFIDENTIAL INFORMATION AND REPORTING (CORE)

Note to tenderers: Attachment N will consist of the successful tenderer's response to this draft Attachment and any negotiated amendments.

Note: 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:

- Criterion 1:** The information to be protected must be specifically identified;
- Criterion 2:** The information must be commercially sensitive;
- Criterion 3:** Disclosure would cause unreasonable detriment to the owner of the information or another party; and
- 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 in the Contract). It should not be for an unlimited period.

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

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 Attachment N. Only the information in Attachment N can be considered for reporting confidentiality provisions on AusTender and for Senate Order 192.

| Item | Clause Title | Reason for classification | Party for whom the information is confidential | Period of confidentiality |
|--|---|---------------------------|--|---------------------------|
| Confidentiality (Contract) | | | | |
| Conditions of Contract, for example | | | | |
| Clause 10.10 (eg if not standard template liability regime) | Liability Caps | | Commonwealth / Contractor | |
| Any tailored clauses or any confidential clauses inserted in the contract additional to the template clauses | (Insert any clauses which are not standard template clauses and that meet the DoF Confidentiality Test) | | | |
| Attachments, for example | | | | |
| Attachment A: Annex A | List of Products Being Supported (Identify specific clause/s) | | Commonwealth / Contractor | |

ATTACHMENT N

| Item | Clause Title | Reason for classification | Party for whom the information is confidential | Period of confidentiality |
|--|--|---------------------------|--|---------------------------|
| Confidentiality (Contract) | | | | |
| Conditions of Contract, for example | | | | |
| Attachment B | Price and Payments (Identify specific clause, table or section) | | Contractor | |
| Attachment G | Technical Data And Software Rights Schedule | | Contractor | |

ATTACHMENT O

GOVERNMENT FURNISHED FACILITIES LICENCE

Note to drafters: This Attachment is to be used if a GFF Licence is to be provided to the Contractor (see COC clause 3.7).

All necessary approvals under the Lands Acquisition Act 1989 (Cth) (LAA) to grant a GFF Licence must be obtained before the Contract is signed. Failure to obtain the necessary LAA approvals before the Contract is signed will breach the LAA.

Drafters must engage with Directorate of Estate Licensing and Leasing (DELL), Security and Estate Group (SEG) to ensure the necessary approvals are in place before Contract signature.

Drafters should include details of any proposed or required GFF Licensed Area in an annex to the GFF Licence prior to release of the RFT.

Note to tenderers: This Attachment O will consist of an amalgamation of TDR E-9, the draft annex(es) to this GFF Licence, the successful tenderer's response and any negotiated adjustments. The date for provision of access to the GFF should be included in TDR E-9.

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ANNEXES

- A. GFF Licensed Area #1
- B. **[INSERT OTHER ANNEXES]**

APPENDIXES

- A-1 Plans
- A-2 Licensed Fittings
- A-3 Facilities Condition Report
- [INSERT OTHER APPENDIXES]**

ATTACHMENT O

1 TERM**1.1 GFF Licence Term**

Note to drafters: The term of the GFF Licence must be within the Term of the Contract.

- 1.1.1 The GFF Licence commences on the GFF Licence Commencement Date and ends on the earlier of:
- the day on which the GFF Licence is terminated;
 - the GFF Licence Expiry Date; and
 - the day on which the Contract expires or is terminated.
- 1.1.2 The GFF Licence applies to a GFF Licensed Area from the relevant GFF Licence Application Date until the earlier of:
- the date specified in the annex as the date the GFF Licence ceases to apply to the GFF Licensed Area; and
 - the end of the GFF Licence Term in accordance with clause 1.1.1.

2 GFF**2.1 Use of GFF**

-
- 2.1.1 The Contractor shall only use a GFF Licensed Area for a GFF Permitted Purpose.

2.2 Licensed Fittings

-
- 2.2.1 The Contractor's right to occupy and use a GFF Licensed Area includes the right to use the Licensed Fittings in that area for a GFF Permitted Purpose.

2.3 State and Condition of the GFF

-
- 2.3.1 The Contractor acknowledges and agrees that the state and condition of a GFF Licensed Area, at the GFF Licence Application Date for that area, is as described in the Facilities Condition Report for that area and accepts the GFF Licensed Area in that state and condition subject to any works agreed to be carried out by either party and as recorded in the Facilities Condition Report.
- 2.3.2 The Commonwealth has not made, and the Contractor acknowledges and agrees that the Commonwealth has not made, any promise, representation or warranty as to the suitability of a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located for a GFF Permitted Purpose or any other purpose.

2.4 Commonwealth Access

-
- 2.4.1 The Contractor acknowledges and agrees that, without limiting any other rights of the Commonwealth under the Contract, the Commonwealth may access a GFF Licensed Area at any time for the purposes of:
- exercising its rights and powers under this GFF Licence or the Contract;
 - monitoring or inspecting the performance of the Contractor of its obligations under this GFF Licence or the Contract; or
 - for any other reasonable purpose.
- 2.4.2 The Contractor acknowledges and agrees that Commonwealth Contractors may access a GFF Licensed Area in accordance with their contracts with the Commonwealth.
- 2.4.3 The Commonwealth shall comply with, and shall require any Commonwealth Contractors to comply with, any reasonable Contractor safety and security requirements for a GFF Licensed Area notified to, and approved by, the Commonwealth.

3 RIGHTS UNDER THE GFF LICENCE

Note to drafters: The purpose of the GFF Licence is to provide the Contractor with a non-exclusive right to access Defence premises. Defence does not intend to provide the Contractor

with a lease. Therefore, clause 3.1 must remain unchanged to ensure that Defence's intentions are carried into effect.

3.1 Contractor's Rights

- 3.1.1** The Contractor's rights under the GFF Licence:
- a. are personal rights in contract;
 - b. do not create any interest or estate in a GFF Licensed Area;
 - c. do not create the relationship of landlord and tenant between the Contractor and the Commonwealth; and
 - d. do not confer exclusive possession of a GFF Licensed Area on the Contractor.

3.2 Access Arrangements for GFF

- 3.2.1** The Commonwealth shall provide access to a GFF Licensed Area for persons Approved under this clause 3.2, as necessary for the Contractor's carrying out a GFF Permitted Purpose.
- 3.2.2** Unless otherwise agreed, the Contractor shall seek written Approval from the Commonwealth Representative, at least five Working Days prior to entry being required, for each person the Contractor wishes to have access to a GFF Licensed Area.
- 3.2.3** The Commonwealth Representative may, by notice to the Contractor, exclude the Contractor and specified Contractor Personnel from a GFF Licensed Area, or any part of it, at any time and for any period.
- 3.2.4** The Contractor shall comply with, and require persons given access under clause 3.2.2 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour applicable to a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.

4 SHARED FACILITIES

4.1 Shared Facilities

- 4.1.1** The Contractor acknowledges and agrees that:
- a. the Commonwealth Representative may, at any time, notify the Contractor that a specified part (or the whole) of a GFF Licensed Area is Shared Facilities; and
 - b. Shared Facilities may be used by the Commonwealth and other persons authorised by the Commonwealth.
- 4.1.2** The Commonwealth may, by direction to the Contractor, determine the priority of use of the Shared Facilities as between the Contractor and other users. The Commonwealth shall do this on the basis of the operational priority of the tasks requiring the use of the Shared Facilities. The Contractor shall act in accordance with, and give effect to, such a direction.

5 DEALINGS WITH THE GFF

5.1 Sublicensing

- 5.1.1** The Contractor shall not sublicense or part with possession of any part of a GFF Licensed Area or any right or obligation under the GFF Licence without the prior written Approval of the Commonwealth.
- 5.1.2** The Contractor shall ensure that each sublicense of any part of a GFF Licensed Area or any right or obligation under the GFF Licence includes, as far as possible, terms corresponding to the terms on which the Contractor occupies the GFF Licensed Area (including terms limiting the purposes for which the sublicensee may use the sublicensed area to a GFF Permitted Purpose).

5.2 Security Interests

- 5.2.1** The Contractor shall not create or allow to be created any Security Interest in respect of any part of a GFF Licensed Area.

6 OBLIGATIONS**6.1 Occupation and Use of GFF**

- 6.1.1 The Contractor shall at all times comply with the laws in force in the locality in which a GFF Licensed Area is situated that relate to the use or occupation of the area and shall ensure that all persons whom it gives access to the area do the same.
- 6.1.2 The Contractor shall:
- a. keep all GFF Licensed Areas clean and tidy;
 - b. not do anything that is, or may be, dangerous, annoying, or offensive, or that may interfere with the Commonwealth or other persons using a GFF Licensed Area, the Commonwealth Premises in which a GFF Licensed Area is located or properties adjoining the Commonwealth Premises; and
 - c. comply with the requirements of the Commonwealth concerning the storage and removal of waste and debris.
- 6.1.3 The Contractor's obligation to keep a GFF Licensed Area clean and tidy only applies to the extent to which the uncleanliness or untidiness is not materially caused or contributed to by the Commonwealth or any other person using a GFF Licensed Area with the authority of the Commonwealth.
- 6.1.4 The Contractor shall not obstruct or permit the obstruction, in any way, of a GFF Common Area or a fire door or escape door of a GFF Licensed Area.

6.2 Altering the GFF

- 6.2.1 The Contractor shall not carry out any alteration to, improvement of or other works (including structural works) on a GFF Licensed Area without the prior written Approval of the Commonwealth.
- 6.2.2 The Contractor shall ensure that any such works are carried out:
- a. by:
 - (i) tradespersons nominated by the Commonwealth; or
 - (ii) if the Commonwealth Approves in advance of the works, by other suitably qualified and licensed tradespersons;
 - b. in accordance with applicable laws and any applicable requirements of Government Agencies;
 - c. in accordance with the terms of any Commonwealth Approval (which may include a requirement for the provision of security in respect of the proposed works); and
 - d. to the satisfaction of the Commonwealth.
- 6.2.3 All costs incurred by the Commonwealth in connection with any such works under clauses 6.2 and 6.2.2, including the costs of obtaining relevant professional advice, shall be met by the Contractor and the Commonwealth may elect to recover the amount of the costs under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 6.2.3 until the Commonwealth elects to recover the amount.
- 6.2.4 This clause 6.2 does not prevent the Commonwealth from carrying out any alteration to, improvement of or other works (including structural works) on a GFF Licensed Area.

6.3 Maintenance Obligations

- 6.3.1 For a GFF Licensed Area, the Contractor shall maintain any Contractor Maintained Licensed Fittings for that area in accordance with clause 3.19 of the SOW.
- 6.3.2 If the Contractor fails to comply with clause 6.3, the Commonwealth may undertake the required maintenance itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such maintenance shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 6.3.1 until the Commonwealth elects to recover the amount.

6.4 Commonwealth to Maintain GFF

- 6.4.1 Unless required by clause 3.19 of the SOW to maintain a GFF Licensed Area, if the Contractor becomes aware of a need for maintenance for the GFF Licensed Area (other than the Contractor Maintained Licensed Fittings), the Contractor shall report the matter to the Commonwealth Representative as soon as practicable and in any event:
- a. for maintenance required urgently, within 24 hours; and
 - b. otherwise, within five Working Days.
- 6.4.2 The Commonwealth shall undertake such maintenance as is necessary to keep a GFF Licensed Area (other than the Contractor Maintained Licensed Fittings) in good and functional repair and condition having regard to:
- a. the condition of the GFF Licensed Area as at the GFF Licence Application Date for the area (as evidenced in the relevant Facilities Condition Report); and
 - b. in the case of the fixed plant and equipment that are included in the Licensed Fittings in the GFF Licensed Area, the expected life of the plant and equipment as at the GFF Licence Application Date for the area.
- 6.4.3 The Commonwealth shall, other than in relation to urgent maintenance, provide prior reasonable notice to the Contractor of any proposed maintenance that may cause significant delay or disruption to the Contractor's use of a GFF Licensed Area for a GFF Permitted Purpose.
- 6.4.4 Nothing in this clause 6.4 affects or limits any liability of the Contractor under clause 10.8 of the COC in relation to loss of, or damage to, any GFF.

6.5 Sewerage and Trade Waste

- 6.5.1 The Contractor shall not, and shall ensure that Contractor Personnel do not, discharge trade waste from a GFF Licensed Area through the sewerage system interface to the Commonwealth's Sewerage Treatment Plant on the Commonwealth Premises in which the GFF Licensed Area is located.

7 RELOCATION**7.1 Relocation**

- 7.1.1 The Commonwealth may, by notice to the Contractor, require the Contractor to relocate from a GFF Licensed Area into another specified area no later than a date specified in the notice (which shall be no less than two months after the date of the notice).
- 7.1.2 The notice may require specified amendments to the provisions of this Attachment O (including the details of the GFF Licensed Area included in this GFF Licence) in relation to the relocation.
- 7.1.3 If the Commonwealth issues a notice under clause 7.1.1, the Contractor shall submit a CCP that is consistent with the notice.
- 7.1.4 The Contractor shall vacate the GFF Licensed Area by no later than the date specified in the notice.
- 7.1.5 The Contractor shall vacate the GFF Licensed Area in accordance with clause 10.4.1 and a reference to the expiry or termination of the GFF Licence in that clause shall be taken to be a reference to the date specified in the notice under clause 7.1.1.

8 GFF LICENCE FEE AND RELATED ARRANGEMENTS**8.1 GFF Licence Fee**

- 8.1.1 No fee is payable by the Contractor in respect of the GFF Licence.

8.2 Operating Expenses

- 8.2.1 No amount is payable by the Contractor under the Contract by way of contribution to the Operating Expenses of a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.

- 8.2.2 The Contractor shall pay to the Commonwealth an amount in respect of Operating Expenses for a GFF Licensed Area, if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of the GFF Licensed Area by the Contractor.

8.3 Utilities and Telecommunications Facilities

- 8.3.1 No amount is payable by the Contractor under the Contract by way of contribution to the costs of utilities or telecommunications facilities in relation to a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.
- 8.3.2 The Contractor shall pay to the Commonwealth an amount in respect of the costs of utilities or telecommunications facilities (to the extent not included in an amount referred to in clause 8.2.2) for a GFF Licensed Area, if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of those facilities in the GFF Licensed Area by the Contractor.

9 DAMAGE TO OR DESTRUCTION OF THE GFF

9.1 Damage or Destruction

- 9.1.1 If the Contractor cannot access or use all or a part of a GFF Licensed Area for a GFF Permitted Purpose because of damage to, or destruction of, all or a part of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located:
- a. subject to clause 7.1, the right of the Contractor to continue to use so much of the GFF Licensed Area as it is safe and practicable for it to use is not affected; and
 - b. the Commonwealth may (but is not required to), repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located.

10 TERMINATION AND MAKE GOOD

10.1 Commonwealth's Right to Terminate GFF Licence for Breach

- 10.1.1 Without limiting clause 13 of the COC, the Commonwealth may, by notice to the Contractor, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas, without terminating the Contract if the Contractor:
- a. fails to comply with a Default Notice under clause 13.3.1 of the COC in relation to a Contractor Default in respect of any GFF, or a direction under clause 13.3.2b of the COC issued in connection with such a Default Notice; or
 - b. fails to comply with any of the following by the relevant due date:
 - (i) **[LIST SPECIFIC REQUIREMENTS]**

10.2 Right to Terminate on Damage to, or Destruction of, the GFF or Commonwealth Premises

- 10.2.1 Either the Commonwealth or the Contractor may, by notice to the other, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas (without terminating the Contract), if:
- a. the Contractor cannot access or use all or a part of a GFF Licensed Area for a GFF Permitted Purpose because of damage to, or destruction of, all or a part of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located; and
 - b. either:
 - (i) the Commonwealth notifies the Contractor that it does not propose to repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located; or
 - (ii) the Commonwealth notifies the Contractor that it will repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth

Premises in which the GFF Licensed Area is located but does not complete that within a reasonable period,

and the Commonwealth does not, within a reasonable period after the notice, give a notice under clause 7.1.1.

10.3 Commonwealth's Right to Terminate GFF Licence for Convenience

- 10.3.1 In addition to clause 13.4 of the COC, the Commonwealth may, by notice to the Contractor, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas, for convenience (without terminating the Contract).
- 10.3.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate the GFF Licence under this clause 10.3.

10.4 CCP to be Submitted

- 10.4.1 If the GFF Licence is terminated, or the GFF Licence ceases to apply to one or more GFF Licensed Areas (and the Contract has not been terminated), the Contractor shall, within 10 Working Days after the termination or cessation takes effect or such longer period agreed to by the Commonwealth, submit a CCP to amend the Contract to address the consequences of the termination or cessation.

10.5 Contractor to Vacate GFF

- 10.5.1 If the GFF Licence ceases to apply to a GFF Licensed Area, the Contractor shall vacate the GFF Licensed Area and return it and any other Commonwealth Property on the GFF Licensed Area to the Commonwealth in the same condition as they were:
- a. at the GFF Licence Application Date for the GFF Licensed Area (as evidenced by the relevant Facilities Condition Report); or
 - b. in the case of Commonwealth Property brought onto the GFF Licensed Area after the GFF Licence Application Date for the area, at the time it was first brought onto the GFF.
- 10.5.2 Without limiting clause 10.5, except to the extent otherwise agreed by the Commonwealth Representative:
- a. by the date the GFF Licence ceases to apply to a GFF Licensed Area, the Contractor shall remove from the GFF Licensed Area all of the Contractor's property and shall take down, remove and carry away, without causing any damage to the GFF Licensed Area or any Commonwealth Property, all removable items or equipment that the Contractor has fixed to or brought onto the GFF Licensed Area; and
 - b. if the Contractor causes any such damage, the Contractor shall immediately make good that damage.
- 10.5.3 If, after an inspection of the GFF Licensed Area in accordance with clause 3.19 of the SOW, any part of the GFF Licensed Area or Commonwealth Property is found not to be in the condition described in clause 10.5, then:
- a. the Contractor shall return the GFF Licensed Area or Commonwealth Property to the condition referred in clause 10.5; or
 - b. the Commonwealth may return the GFF Licensed Area or Commonwealth Property to that condition and the Commonwealth may elect to recover the amount of any reasonable costs incurred by the Commonwealth in doing so under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 10.5.3 until the Commonwealth elects to recover the amount.
- 10.5.4 Clause 10.5.3 does not apply to the extent that the difference in the condition of the GFF Licensed Area is due to:
- a. fair wear and tear;
 - b. alterations or improvements or other works made in accordance with clause 6.2; or
 - c. loss or damage of the type referred to in clause 10.8.3 of the COC.
- 10.5.5 Any items that the Contractor is required to remove under clause 10.5.2 that are not removed within five Working Days (or such other period agreed to in writing by the Commonwealth)

after the date the GFF Licence ceases to apply to a GFF Licensed Area, are taken to be abandoned and become Commonwealth Property. Any costs incurred by the Commonwealth in removing or disposing them, and storing them for a reasonable period awaiting disposal, shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 10.5.5 until the Commonwealth elects to recover the amount.

- 10.5.6 The Contractor's obligations under this clause 10.4.1 are not affected by any decision by the Commonwealth as to the future use or disposal of any part of the GFF Licensed Area, whether or not the Commonwealth restores, continues in use unrestored, retains unused or disposes of the part of the area or Commonwealth Property to which the obligations relate.

ANNEX A TO ATTACHMENT O

DETAILS OF GFF LICENSED AREA #1 [INSERT DESCRIPTIVE TITLE]

Note to drafters: A separate annex should be included for each geographically distinct GFF Licensed Area to be covered by the GFF Licence. For example, a building on Garden Island and a building at a RAAF Base in Victoria to be supplied as GFF under the Contract would each require separate GFF Licensed Area annexes.

Drafters should complete the GFF Licence application and cessation dates for each GFF Licensed Area included in the GFF Licence. For a GFF Licensed Area that is to be covered by the GFF Licence during the whole term of the GFF Licence, drafters should include a reference to the GFF Licence Commencement Date in column 1 and the GFF Licence Expiry Date for column 2.

1. GFF LICENCE APPLICATION PERIOD

- 1.1 For the purposes of clause 1.1.2 of Attachment O, the GFF Licence applies to the GFF Licensed Area described in this annex as set out below:

Date the GFF Licence applies ...

(column 1)

[INSERT DATE]

Date the GFF Licence ceases to apply ...

(column 2)

[INSERT DATE]

APPENDIXES:

1. Plans
2. Licensed Fittings (including any Contractor Maintained Licensed Fittings)
3. Facilities Condition Report

ATTACHMENT O - SUPPLEMENT

GFF ADDITIONAL CLAUSE BANK

Note to drafters: This clause bank contains additional clauses for use in Attachment O (GFF Licence) and other provisions of the Contract. The formatting in this document is designed to preserve cross referencing within the clauses where possible, as such the paragraph numbering does not align with what it should be once the paragraphs are copied and pasted into Attachment O. Drafters should refer to the drafting instructions for guidance on where to insert the additional clauses, and further should review and check the numbering and cross references once the clauses have been incorporated into Attachment O.

Directorate of Estate Licensing and Leasing, Security and Estate Group will notify drafters of which of these additional requirements are to be included in Attachment O as well as any other tailored clauses to be included.

A. Contractor has maintenance obligations

Note to drafters: If the Contractor is to be obliged to maintain more than the Contractor Maintained Licensed Fittings (ie, the GFF itself or the Licensed Fittings), replace clause 6.3 in Attachment O.

1 OBLIGATIONS**1.1 Contractor to Maintain GFF**

- 1.1.1 The Contractor shall undertake maintenance in accordance with clause 3.19 of the SOW.
- 1.1.2 If the Contractor fails to comply with clause 1.1, the Commonwealth may undertake the required maintenance itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such maintenance shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 1.1.2 until the Commonwealth elects to recover the amount.

B. Commonwealth has maintenance obligations

Note to drafters: Include clauses 6.4.5 and 6.4.6 if the Contractor is to be required to contribute towards maintenance costs.

1.2 Commonwealth to Maintain GFF

- 1.2.1 The Commonwealth Representative may, by notice to the Contractor, determine that the Contractor is to make a contribution specified in the notice to the cost of maintenance for a GFF Licensed Area. If the Commonwealth Representative does this:
- a. the amount of the contribution is to be reasonable, having regard to the period of the Contractor's use of and access to, and the nature and extent of the use by Contractor Personnel of, the GFF Licensed Area; and
 - b. the amount so determined is payable by the Contractor to the Commonwealth on demand.
- 1.2.2 To avoid doubt:
- a. the Commonwealth Representative may give more than one such notice; and
 - b. a notice may specify the times at which contributions are payable.

GFF ADDITIONAL CLAUSE BANK

C. Use of Sewerage System

Note to drafters: If the Contractor is permitted to discharge trade waste through the sewerage system interface to the Commonwealth's Sewerage Treatment Plant on the Commonwealth Premises in which the GFF is located, replace clause 6.5 of Attachment O with the following and insert definitions for capitalised terms in the Glossary.

1.3 Sewerage and trade waste

1.3.1 The Contractor may discharge trade waste from the GFF Licensed Area at Annex **[INSERT ANNEX #]** to Attachment O, after processing through the Trade Waste Treatment Plant, through the sewerage system interface to the Sewerage Treatment Plant, subject to the following conditions:

- a. the Commonwealth Representative may, at any time, by notice to the Contractor, suspend or terminate the Contractor's rights under clause 1.3.1;
- b. the Contractor shall at its cost maintain the effective operation of the Trade Waste Treatment Plant and the sewerage system interface to the Sewerage Treatment Plant. The Contractor is entitled to reasonable access to the Sewerage Treatment Plant for that purpose;
- c. in maintaining the effective operation of the sewerage system interface to the Sewerage Treatment Plant, the Contractor shall:
 - (i) repair any damage that it causes to the Commonwealth's Sewerage Treatment Plant;
 - (ii) cause as little interference to the Commonwealth's activities on the Commonwealth Premises in which the GFF Licensed Area is located as reasonably possible;
 - (iii) comply with any directions of the Commonwealth; and
 - (iv) comply with all applicable laws and Authorisations;
- d. the Contractor shall ensure that any discharge of material through the sewerage system interface will not adversely affect the operation of the Sewerage Treatment Plant or adversely affects the Commonwealth Premises in which the GFF Licensed Area is located or any other property in any way;
- e. if the Commonwealth Representative so requires, the Contractor shall make good, as soon as practicable and at its cost, any damage to the GFF or the Commonwealth Premises in which the GFF Licensed Area is located resulting from:
 - (i) the repair or removal of the sewerage interface or the Sewerage Treatment Plant; or
 - (ii) the connection to the Sewerage Treatment Plant,
 except to the extent that the Contractor is not liable for any such damage in accordance with clause 10.8.3 of the COC;
- f. the Contractor shall notify the Commonwealth Representative of any breach of standards for discharge quality from the Trade Waste Treatment Plant no later than one Working Day after it becomes aware of the breach; and
- g. the Contractor shall provide to the Commonwealth every three months (or otherwise as agreed by the Commonwealth Representative):
 - (i) reports regarding the testing and performance of the Trade Waste Treatment Plant; and
 - (ii) copies of all laboratory reports prepared as a result of such testing.

1.3.2 If the Contractor discharges trade waste from the GFF Licensed Area that, in the Commonwealth's opinion, adversely affects the operation of the Sewerage Treatment

GFF ADDITIONAL CLAUSE BANK

Plant or adversely affects the Commonwealth Premises in which the GFF Licensed Area is located or any other property:

- a. the Commonwealth Representative may direct the Contractor to cease discharging such waste;
 - b. if the Contractor fails to comply with the direction, the Commonwealth may sever the sewerage system interface itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such works shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 1.3.2b until the Commonwealth elects to recover the amount; and
 - c. the Contractor agrees that it is not entitled to damages or compensation for any Loss it suffers resulting from, and is not entitled to a postponement of a date for delivery under the Contract or a Milestone Date, or postponement costs on account of, complying with a direction under clause 1.3.2a or the Commonwealth severing the sewerage system interface.
- 1.3.3 The Commonwealth shall use its reasonable endeavours to keep the Sewerage Treatment Plant in operation.
- 1.3.4 If the Commonwealth exercises its rights under clause 1.3.1a, the Contractor shall immediately make its own arrangements for the safe removal and disposal of all its trade waste from the GFF Licensed Area.

and include a new clause 8.4 into Attachment O...

2 GFF LICENCE FEE AND RELATED ARRANGEMENTS**2.1 Sewerage and trade waste**

- 2.1.1 The Contractor shall meet the cost of upgrading the processing of the Trade Waste Treatment Plant and the Commonwealth's Sewerage Treatment Plant to the extent that the upgrade is required due to the Contractor's increased use of the sewerage interface for the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O.
- 2.1.2 If separate metering of the Contractor's interface to the Sewerage Treatment Plant is not available:
- a. the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor to pay to the Commonwealth so much of the amount of the charges incurred that, in the opinion of the Commonwealth Representative, is attributable on a pro-rata basis to the Contractor's use of the Sewerage Treatment Plant under the Contract; and
 - b. the Commonwealth may elect to recover the amount of those charges under clause 13.7 of the COC within 30 days after the date of the notice. No amount shall be owing to the Commonwealth under this clause 2.1.2b until the Commonwealth elects to recover the amount.
- 2.1.3 If separate metering of the Contractor's interface to the Sewerage Treatment Plant is available, the Contractor shall pay the charges incurred in respect of the Contractor's use of the Sewerage Treatment Plant.
- 2.1.4 If the Contractor breaches clause 1.3.1d, the Commonwealth may repair the resultant damage to the Sewerage Treatment Plant or the Commonwealth Premises in which the GFF Licensed Area is located itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such works shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.7 of the COC. No amount shall be owing to the Commonwealth under this clause 2.1.4 until the Commonwealth elects to recover the amount.

GFF ADDITIONAL CLAUSE BANK

and insert an additional subparagraph 6.4.4d of the COC ...

- a. as provided in clause 1.3.2c of Attachment O.

and include the following definitions in the Glossary in their appropriate alphabetical positions ...

Trade Waste Treatment Plant means the facility so identified on the plan at Appendix 1 of Annex [INSERT ANNEX #] to Attachment O.

D. Fire protection equipment

Note to drafters: If the Commonwealth is not providing and maintaining fire protection equipment in the GFF and the Contractor is required to install and maintain its own fire protection equipment, add new clause 6.6 after clause 6.5 of Attachment O ...

3 OBLIGATIONS**3.1 Fire Protection Equipment**

- 3.1.1 The Contractor shall, for the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O, do the following:
- a. install and maintain fire protection equipment which is adequate for the GFF Licensed Area and the conduct of a GFF Permitted Purpose; and
 - b. maintain the fire protection equipment for the GFF Licensed Area in accordance with applicable laws and any applicable requirements of Government Agencies.

E. GFF Licence Fee

Note to drafters: If the Contractor is permitted to do non-contract work in a specific GFF Licensed Area (ie, the conduct of specified non-contract work has been provided for in the GFF Licence), it will be required to pay a market-based GFF Licence Fee. Replace clause 8 of Attachment O with the following (with the exception of clause 8.4 if already included as set out above in item C of this Clause Bank).

4 GFF LICENCE FEE AND RELATED ARRANGEMENTS**4.1 GFF Licence Fee**

- 4.1.1 The Contractor shall pay the Commonwealth the GFF Licence Fee in respect of the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O, without set off or deduction, on or before each due date for payment, which is [INSERT DAY OF MONTH].
- 4.1.2 No demand for payment is necessary.
- 4.1.3 No fee is payable by the Contractor in respect of any other GFF Licensed Area.

4.2 GFF Licence Fee Review

- 4.2.1 The Commonwealth may, in the period from 2 months before and at any time after a Market Review Date, give the Contractor a notice:
- a. specifying an adjusted GFF Licence Fee with effect from the Market Review Date; and
 - b. requiring the Contractor to submit a CCP to incorporate the adjusted GFF Licence Fee into the Contract and to do so:
 - (i) within 20 Working Days after the date of the notice; or

GFF ADDITIONAL CLAUSE BANK

- (ii) if the Contractor objects to the specified adjusted GFF Licence Fee, within 10 Working Days after the parties agree on the adjustment, or the valuer makes a determination, under clause 4.2.2c(iii).

4.2.2 If the Contractor objects to the specified adjusted GFF Licence Fee:

- a. the Contractor shall give the Commonwealth a notice of objection within 20 Working Days after the date of the notice under clause 4.2.1;
- b. the parties shall negotiate in good faith to try to agree on the adjustment to the GFF Licence Fee;
- c. if the parties do not so agree within 20 Working Days after the Commonwealth receives the notice under clause 4.2.2a:
 - (i) within a further 20 Working Days, the parties shall jointly appoint a valuer and give the valuer instructions in accordance with this clause 4.2.2;
 - (ii) if, within that 20 Working Days, the parties have not agreed on the identity of the valuer, they shall request the President of the Australian Property Institute (or, if that organisation no longer exists, an equivalent organisation) in the jurisdiction in which the GFF Licensed Area is located to appoint an independent valuer; and
 - (iii) the valuer shall, in accordance with this clause 4.2 determine the adjusted GFF Licence Fee within 15 Working Days after appointment.

Each time limit in this clause 4.2.2 is of the essence.

4.2.3 The valuer shall be a member of the Australian Property Institute (or, if that organisation no longer exists, an equivalent organisation) and have at least five years experience in valuing similar premises in the location of the Commonwealth Premises in which the GFF Licensed Area is located.

4.2.4 The valuer shall act as an independent expert and not as an arbitrator, and shall give written reasons for the determination.

4.2.5 The Contractor and the Commonwealth shall share the valuer's costs equally.

4.2.6 In determining or agreeing upon an adjusted GFF Licence Fee, the Commonwealth and the Contractor shall (and shall require any valuer to):

- a. assume that the Commonwealth is a willing but not anxious licensor and the Contractor is a willing but not anxious licensee; and
- b. take into account all relevant matters as at the relevant Market Review Date, including:
 - (i) the licence fee value or equivalent rental value (other than values that have been escalated to a predetermined amount or in accordance with movements in the consumer price index or another index) at the Market Review Date of comparable premises in the locality in which the Commonwealth Premises in which the GFF Licensed Area is located is located, whether that value is in respect of new lettings with vacant possession or occupied premises;
 - (ii) the GFF Permitted Purpose for the GFF Licensed Area subject to the GFF Licence Fee;
 - (iii) the period Market Review Dates, or if there is no further Market Review Date, the remaining period of the GFF Licence Term;
 - (iv) the increased value of the GFF Licensed Area resulting from the Commonwealth upgrading or improving the GFF Licensed Area (or any part of it, including the Licensed Fittings) or any services available to the GFF Licensed Area;

GFF ADDITIONAL CLAUSE BANK

- (v) any increase in value in the GFF Licensed Area as a result of any structural alterations or other improvements made to the GFF Licensed Area (including repair or replacement of, and provision of additional, Licensed Fittings) by the Commonwealth (having regard to any contribution by the Contractor to the costs of those improvements, including by way of paying for outgoings);
 - (vi) the terms and conditions generally of the GFF Licence; and
 - (vii) any period for which no GFF Licence Fee is payable, and any financial or capital contribution of the Commonwealth,
- but not take into account:
- (viii) any partitions and other improvements installed in or made to the GFF Licensed Area by or for the Contractor, a permitted sublicensee or a predecessor of any of them during the term of the GFF Licence;
 - (ix) any special interest of the Contractor;
 - (x) goodwill occasioned by the Contractor, a permitted sublicensee or a predecessor of any of them during the GFF Licence Term;
 - (xi) areas other than the GFF Licensed Area (except as provided for by clause 4.2.6b(i)); or
 - (xii) amounts equivalent to GST paid or payable in respect of a taxable supply for which the Commonwealth is entitled to an input tax credit.

4.2.7 A determination of a valuer made in accordance with this clause 4.2 binds the parties.

4.3 Operating Expenses

4.3.1 If the Contractor uses a GFF Licensed Area for a purpose other than performing the Contractor's obligations under and in connection with the Contract, the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor pay to the Commonwealth the amount of any increase in Operating Expenses that, in the opinion of the Commonwealth Representative, is attributable to that use.

4.3.2 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 4.3.1 within 20 Working Days after the date of the notice.

4.3.3 The Contractor shall pay to the Commonwealth an amount in respect of Operating Expenses if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of the GFF Licensed Area by the Contractor in relation to a GFF Permitted Purpose.

4.4 Utilities and telecommunications facilities

4.4.1 If the Contractor uses a GFF Licensed Area for a purpose other than performing the Contractor's obligations under and in connection with the Contract, the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor pay to the Commonwealth the amount of any increase in the costs of:

- a. Defence internal and external telephone and fax facilities and internal and external data link facilities; and
- b. electricity, gas, water, sewerage and drainage services,

that, in the opinion of the Commonwealth Representative, is attributable to that use.

4.4.2 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 4.4.1 within 20 Working Days after the date of the notice.

4.4.3 The Contractor shall pay to the Commonwealth an amount in respect of the costs of utilities or telecommunications facilities (to the extent not included in an amount referred to in clause 4.2.7), if the Commonwealth is reasonably satisfied the amount

GFF ADDITIONAL CLAUSE BANK

is attributable to an unreasonable or extravagant use of those facilities by the Contractor in relation to a GFF Permitted Purpose.

and, if the Commonwealth requires the Contractor to install separate metering for a particular GFF Licensed Area, add ...

4.4.4 The Contractor shall, at its cost, install separate electricity, telecommunications or other metering to the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O no later than three months after the GFF Licence Application Date for that area or a later time agreed by the Commonwealth Representative.

Note to drafters: Defence is obliged, under the Energy Efficiency in Government Operations Policy 2006 (EEGO) to install progressively sub-meters at relevant Commonwealth Premises used by Defence to measure and monitor energy usage and to identify efficiency opportunities, address problems and evaluate outcomes.

Advice should be sought from [Defence's environmental team] or the Australian Greenhouse Office before agreeing to deleting or modifying clause 8.4.4.

Please also consider the cost implications for Defence, as well as the broader EEGO requirements, before agreeing to pay the Contractor's costs of installing separate digital electricity metering.

and include the following definition in the Glossary in its appropriate alphabetical position ...

GFF Licence Fee means [INSERT AMOUNT] adjusted as provided in clause 8.2 of Attachment O.

Market Review Date means each of the following dates:
a. [INSERT DATES].

F. Airfield rights

Note to drafters: If a GFF Licensed Area includes airfield facilities, add the following clause as a new clause 3.3.

5 RIGHTS UNDER THE GFF LICENCE**5.1 Airfield rights**

5.1.1 The Commonwealth shall provide the Contractor with reasonable access to and use of the Airfield and the navigational facilities, air traffic control, aviation rescue, firefighting facilities and meteorological services on the Commonwealth Premises in which the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O is located to enable the Contractor to carry out its obligations under the Contract.

5.1.2 The Commonwealth Representative may, by notice to the Contractor, require the Contractor to pay to the Commonwealth so much of the amounts incurred by the Commonwealth in relation to the Airfield and the services referred to in clause 5.1.1 as, in the opinion of the Commonwealth Representative, is attributable to the Contractor's access to and use of the Airfield.

5.1.3 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 5.1.2 within 20 Working Days after the date of the notice.

and include the following definition in the Glossary in its appropriate alphabetical position ...

| | |
|----------|---|
| Airfield | means the area so identified on the plan at Appendix 1 of an annex to Attachment O. |
|----------|---|

ATTACHMENT P

PERFORMANCE ASSESSMENT (CORE)

Note to drafters: If the Outcomes required for developing KPIs and Performance Payments are changing or otherwise not sufficiently defined, contact the PBC Directorate (PBC.enquiry@defence.gov.au) for assistance with an alternative management framework.

Note to tenderers: Attachment P (and the related Annex C to Attachment B) will consist of an amalgamation of this draft Attachment and the successful tenderer’s response.

PERFORMANCE ASSESSMENT (Core).....1

1 Overview of Performance Assessment.....2

2 Key Features of the Performance Assessment Process2

ANNEX A – KEY PERFORMANCE INDICATORS1

1 Introduction (Core).....1

2 Outcomes and KPI Information (Core).....1

3 KPI-01: [INSERT KPI NAME].....4

4 KPI-02: [INSERT KPI NAME].....7

5 KPI-03: [INSERT KPI NAME].....10

6 KPI-04: [INSERT KPI NAME].....10

7 KPI-05: [INSERT KPI NAME].....10

ANNEX B – PERFORMANCE IMPLEMENTATION PERIOD.....1

1 Introduction (Core).....1

2 KPI-01: [INSERT KPI NAME] (Core).....1

3 KPI-02: [INSERT KPI NAME] (Optional).....3

ATTACHMENT P

1 OVERVIEW OF PERFORMANCE ASSESSMENT**1.1 Scope (Core)**

- 1.1.1 This Attachment P defines the performance assessment process, which is used to measure and assess the Contractor's performance against the Outcomes required by the Commonwealth.

1.2 Performance Assessment and Performance Management – For Information Only

- 1.2.1 This clause 1.2 provides an overview of the performance assessment process within this Attachment P, a key element of the performance management framework for the Contract.
- 1.2.2 The Contractor's performance is assessed, in accordance with this Attachment P, through the use of Key Performance Indicators (KPIs). KPIs are Performance Measures that affect the Contractor's entitlement to Performance Payments calculated under Annex C to Attachment B.
- 1.2.3 Within this Attachment P:
- a. Clause 2 describes the key features of the performance assessment process, including the KPIs, the assessment methodology, the nature of related calculations, and the management of instances of missing data;

Note to drafters: If the Contract will not have event-based KPIs (see example in KPI-02) then "or Event Performance Rating (EPR), as applicable" should be deleted from the clause below.

- b. Annex A specifies the KPIs against which the Contractor's performance will be assessed. Annex A contains the methodology used to determine the Achieved Performance [**or Event Performance Rating (EPR), as applicable**], the Performance Band and the Adjusted Performance Score (APS) for each KPI; and
 - c. If a Performance Implementation Period (PIP) applies to the Contract, Annex B describes the interim performance assessment processes that apply to KPIs as the performance management framework is progressively implemented. Related changes to the Performance Payment calculations are defined in Annex C to Attachment B.
- 1.2.4 In addition to this Attachment P, the following parts of the Contract contain components of the performance management framework:
- a. the COC, in particular clause 6, contains provisions for performance management;
 - b. the COC, in particular clause 7, contains provisions for Performance Payments and adjustments to KPIs;
 - c. Annex C to Attachment B details the method of calculation for Performance Payments (using the APSs for KPIs determined under Annex A);
 - d. Attachment Q defines the Other Performance Measures (OPMs), which may be used to validate KPIs and/or invoke other rewards and remedies under the Contract;
 - e. the SOW, in particular clause 3.4, contains the Commonwealth's and the Contractor's obligations to participate in performance reviews and the associated reports that provide information relevant to those reviews; and
 - f. the SOW, in particular clause 3.2.5, details the Performance Measurement activities, including tools and data access arrangements that are relevant to the assessment of the Contractor's performance against KPIs.

2 KEY FEATURES OF THE PERFORMANCE ASSESSMENT PROCESS**2.1 Required Outcomes and KPIs (Core)**

- 2.1.1 The performance assessment process is designed to measure the extent to which the Contractor's performance has contributed to the achievement of the Outcomes.

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Note to drafters: If the Contract will not include a PIP then delete “Subject to clause 2.1.3,” from the following clause and do not include optional clause 2.1.3.

2.1.2 [Subject to clause 2.1.3], the Contractor’s performance is assessed using the KPIs and the methodology specified in Annex A.

Option: Include the following clause with a PIP will be included in the Contract.

2.1.3 During the PIP, the KPIs and associated performance curves, APS and Performance Bands, shall be subject to the PIP modifications set out in Annex B.

2.2 Review Periods (Core)

2.2.1 The Contractor’s performance against each KPI shall be measured for each Review Period.

Note to drafters: If the first Review Period does not commence on the Operative Date, amend the following clause accordingly. Ensure that any change here is aligned with the PIP in Annex B and associated Performance Payment clauses in Annex C to Attachment B.

2.2.2 The first Review Period for each KPI shall begin on the Operative Date and continue for the duration specified for that KPI in Annex A.

2.2.3 Each subsequent Review Period for a KPI commences after the end of the previous Review Period and continues for the duration specified for that KPI in Annex A.

2.3 Contractor’s Performance and the Adjusted Performance Score (Core)

2.3.1 The Contractor’s performance against each KPI for each Review Period shall be:
 a. assessed using validated measurement data and the methodology set out in Annex A; and
 b. used to determine the Performance Band and APS in accordance with Annex A.

2.4 Performance Bands (Core)

2.4.1 The Achieved Performance for each KPI will fall into one of four Performance Bands depicted in Figure P-1 (as shown along the horizontal-axis).

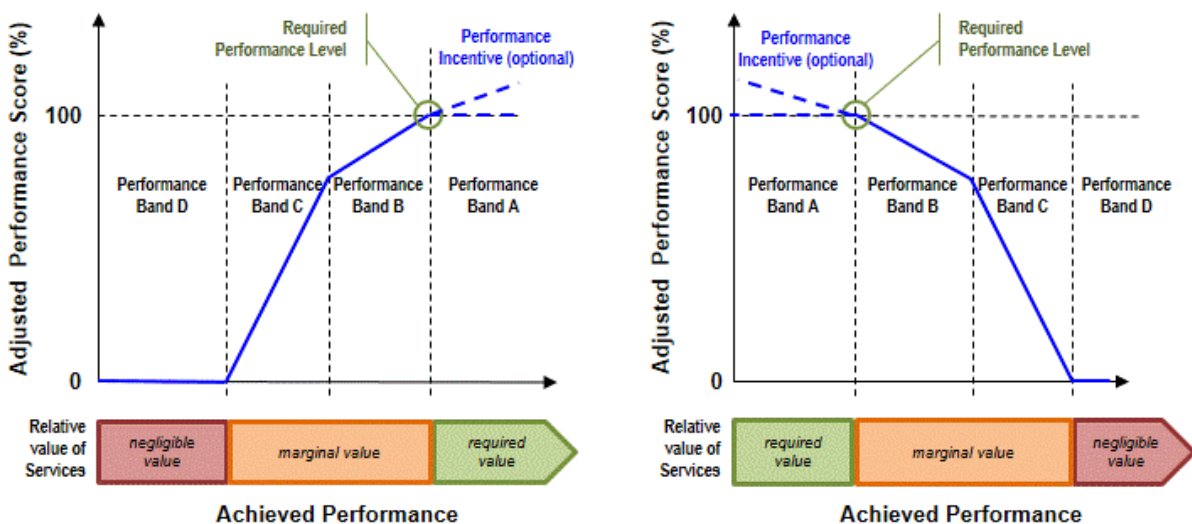


Figure P-1: Example Performance Bands and Performance Curves

2.4.2 A performance curve crossing each Performance Band is used:
 a. for ‘standard’ KPIs, to convert the Achieved Performance into a percentage value that is the APS (as shown in Figure P-1), and

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- b. for 'event-based' KPIs, to convert the performance results for a single event into a percentage value that is the EPR for that event.
- 2.4.3 The formulae for the performance curve within each Performance Band for each KPI are set out in Annex A.
- 2.4.4 The Performance Bands and performance curves shown in Figure P-1, used in relation to the calculation of an APS, are described as follows:
- a. **Performance Band A.** This band represents levels of performance that equals or exceeds the Required Performance Level for the respective KPI. Where over-performance is of sufficient value to the Commonwealth, in regards to the required Outcomes, the Contract may specify a Performance Incentive to be included in the Performance Payment; otherwise, the APS is set to 100%.
 - b. **Performance Band B.** This band represents levels of performance that are slightly less than the Required Performance Level set by the Commonwealth. This band allows for minor variations in results, which are considered to have a small, but tangible, impact on the value of the Services provided to the Commonwealth. The slope of the performance curve discourages performance that falls below the Required Performance Level.
 - c. **Performance Band C.** This band represents levels of performance that may be tolerable for a short term but unsatisfactory in the medium or longer term because of the diminished value of the Services. Performance in this band is strongly discouraged by the Commonwealth. When the Contractor's performance in respect of any KPI is in this band, the slope of the performance curve will cause the APS to reduce rapidly. The Contractor may also incur other remedies under the Contract for performance results falling within this band.
 - d. **Performance Band D.** This band represents levels of performance where the value of the Services delivered is considered to be negligible because the Commonwealth's ability to attain the required Outcomes are significantly affected. For performance in Performance Band D the APS is set to 0%. The Contractor may also incur other remedies under the Contract for performance results falling within this band.

2.5 Missing Data (Core)

- 2.5.1 If, in respect of a day:
- a. the normal data source is a Commonwealth information system (eg, Military Integrated Logistics Information System (MILIS)) and it is/was unavailable for the period when parameters or other measurement data required for the calculation of the Contractor's performance for that day is/was required to be extracted; and
 - b. the missing data is unable to be provided by either party from an alternate data source that is acceptable to the Commonwealth Representative,
- then the Contractor may seek performance relief, in accordance with clause 6.4 of the COC, for that day.
- 2.5.2 Subject to clause 2.5.1:
- a. if a particular parameter or measurement data is required for the calculation of the Contractor's performance in relation to a KPI in accordance with Annex A; and
 - b. the Contractor is unable to obtain or determine that parameter or measurement data using the method specified in Annex A and the Approved Support Performance Measurement Plan (SPMP),
- then the value of that parameter or measurement data for that day shall be, in descending order of precedence:
- c. as obtained or determined by the Commonwealth Representative by either:
 - (i) the method or data source, if sourced from Commonwealth systems, normally used to obtain or determine the parameter or measurement data in accordance with Annex A; or

ATTACHMENT P

- (ii) an alternative method or data source that is reasonable and acceptable to the Commonwealth Representative;
- d. as obtained or determined by the Contractor using an alternate method or data source that is reasonable and acceptable to the Commonwealth Representative; or
- e. the worst-case score possible for that day (eg, 0 (zero) or 0%).

ANNEX A TO ATTACHMENT P

ANNEX A – KEY PERFORMANCE INDICATORS

1 INTRODUCTION (CORE)**1.1 Purpose (Core)**

1.1.1 This Annex A is used to define:

- a. the KPIs used in the performance assessment process; and
- b. the methodology for determining the Performance Band and APS for each KPI for each Review Period.

2 OUTCOMES AND KPI INFORMATION (CORE)**2.1 Context – For Information Only**

Note to drafters: In some cases it is beneficial to describe the Outcomes, the contributions made by the Services, and how the KPIs relate to them (eg, the rationale for why particular KPIs are used). The description should not duplicate the description of the KPIs in subsequent clauses but should provide context. The description must not place obligations on the Contractor (ie, it is for information purposes only), as these would duplicate or conflict with subsequent clauses, but may refer to more detailed references available to tenderers. Drafters must ensure that, when referring to operational outcomes, the description is compliant with the security classification of Attachment P.

2.1.1 [INSERT DESCRIPTION OF CONTEXT AND REFERENCES]

2.2 KPIs and traceability to Outcomes

Note to drafters: With respect to Table P-1:

Insert Outcomes and contributing outcomes to the first two columns. Cells should be merged (or un-merged) to illustrate how contributory outcomes combine to enable the high-level Outcomes.

The Outcomes in column (a) should be consistent with the SOW purpose (clause 1.1 of the SOW), COC objectives (clause 1.3 to the COC) and, when applicable, Materiel Sustainment Agreement Product Schedules describing the relevant Capability Manager's needs. Outcomes are likely to be dependent on one or more Contractor inputs and other (eg, Commonwealth) inputs; hence, contributory outcomes in column (b) should identify how the Services contribute to those Outcomes.

The KPI names are inserted in column (c). To ensure consistency, KPI names in the table are made from bookmarks in the template. To insert additional KPIs: Highlight the "KPI-0X" and KPI name for the heading for each KPI (eg, clause 3, 4, etc), and insert a bookmark (eg, named "KPI0X"). Then insert a cross-reference to the bookmark in the table below using "Insert Reference to:" option set to "Bookmark Text".

Rows may be deleted or added for the number of KPIs. There is no rule for an optimal number of KPIs as requirements will vary with scope and complexity; however, more than 3-5 KPIs can reduce the incentivising power of individual KPIs. Too many KPIs can also increase the overheads to both parties for limited or no benefit.

Column (d) specifies the Required Performance Level for each KPI. If the Required Performance Level is static (does not vary), insert the Required Performance Level expressed as a level of the Contractor's performance. If the Required Performance Level is time variant (eg, changes with a deeper maintenance cycle), then refer to the PPBC Guide for ASDEFCON (Support) V4.0 (hereafter the "PPBC Guide").

Column (e) requires the duration of the Review Period for each KPI to be inserted.

Refer to the PPBC Guide for further guidance.

2.2.1 Significant attributes for each KPI are summarised in Table P-1. An explanation of each column is detailed below:

ANNEX A TO ATTACHMENT P

- a. Outcome: The desired resultant effect on a Defence Capability that is an objective of, and enabled through, the Services.
- b. Contributory Outcome: The contribution that a particular Service or group of Services provide to enable an Outcome to be achieved. An Outcome may require more than one contributory outcome.
- c. KPI: The Performance Measure used to determine the extent to which the Contractor achieves a contributory outcome.

Note to drafters: If the Contract will not have event-based KPIs (see example in KPI-02) the following should be deleted “or performance for an individual event (as applicable)” from the clause below.

- d. Required Performance Level: The specified minimum level of Achieved Performance or performance for an individual event (as applicable), as measured by the KPI for the Review Period, to deliver the contributory outcome.
- e. Review Period: The duration over which the performance against the KPI is measured and assessed. Refer to clause 2.2 of this Attachment P.

Note to drafters: Insert the “[KPI NAME] below to enable the KPI name fields throughout Attachment P to be updated (by using “F9” on each applicable field).

Table P-1: Required Outcomes and KPIs

| Outcome | Contributory Outcome | KPI | Required Performance Level | Review Period |
|------------------|-------------------------------|---------------------------|----------------------------|---------------|
| (a) | (b) | (c) | (d) | (e) |
| [INSERT OUTCOME] | [INSERT CONTRIBUTORY OUTCOME] | KPI-01: [INSERT KPI NAME] | | |
| | [INSERT CONTRIBUTORY OUTCOME] | KPI-02: [INSERT KPI NAME] | | |
| | [INSERT CONTRIBUTORY OUTCOME] | KPI-03: [INSERT KPI NAME] | | |
| [INSERT OUTCOME] | [INSERT CONTRIBUTORY OUTCOME] | KPI-04: [INSERT KPI NAME] | | |
| [INSERT OUTCOME] | [INSERT CONTRIBUTORY OUTCOME] | KPI-05: [INSERT KPI NAME] | | |

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Note to drafters: *The following clauses are intended to promote consistency when describing the measurement of Contractor performance. Refer to the PPBC Guide for further guidance. While drafters can insert / replace clauses to suit the particular KPI required for their Contract, the need for changes should be critically examined. Drafters should seek specialist advice from the PBC Centre of Excellence (PBC CoE) via PBC.Enquiry@defence.gov.au.*

Annex A provides two examples when drafting a KPI, as follows:

- **Example A ('standard' KPIs) –** *For when an APS is calculated from the Achieved Performance for a KPI (determined as an average or other measure of all events or activities during the Review Period). Example A is to be used when large numbers of events or activities occur during a Review Period (eg, greater than 20) providing a statistically valid representation of the Contractor's performance. Example A is illustrated in KPI-01.*
- **Example B ('event-based' KPIs) –** *For when an EPR is calculated for each event or the completion of an activity during the Review Period. The APS is then calculated as the average of the EPRs for all events being completed within the Review Period. Example B is used when there are small numbers of events or completed activities during the Review Period. Example B is illustrated in KPI-02.*

Draft clauses, for both Examples A and B, do not include formula that would result in Performance Incentives (ie, from an APS (or EPR) that is greater than 100%). *If it is considered that added performance will deliver tangible benefits to the Commonwealth and a Performance Incentive will be offered to encourage this outcome, a formula resulting in an APS of greater than 100% is required and drafters should seek guidance from the PBC CoE.*

Draft clauses, for both Examples A and B, have value of the APS (or EPR) at the boundary between Performance Bands B and C set at 80%. *This is shown in the 'Adjusted Performance Score Formulae' (or 'Event Performance Rating Formulae') tables and performance curve figures (as point 'b'). Where the drafter considers that an APS (or EPR) value of 80% at point 'b' does not represent an appropriate shape for the performance curve, they should seek guidance from the PBC CoE.*

APS (and EPR) calculations can be undertaken with a performance curve that represents:

- *where a numerically HIGHER Achieved Performance (or event-based performance result, if applicable) results in a HIGHER APS (or EPR) (eg, 'availability', where more is better); or*
- *where a numerically LOWER Achieved Performance (or event-based performance result, if applicable) results in a HIGHER APS (or EPR) (eg, 'delay times', where less is better).*

Draft clauses for KPI-01 are an example of numerically higher performance result that will result in a higher APS. *Draft clauses for KPI-02 are an example of numerically lower event-based performance (eg, less delay) that will result in a higher APS. The drafter should ensure that the performance curve formulae match the KPI (ie, where more / less is better), and also replace the figures to reflect the formula and the points a, b and c. Refer to the PPBC Guide for Performance Band boundaries and an explanation of APS formulae.*

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Note to drafters: KPI-01 is a draft set of clauses for “Example A” in the preceding (large) note to drafters – when an APS calculated from the Contractor’s performance, for a KPI, is based on an average (or other calculation) inclusive of all relevant events or activities during the Review Period.

3 KPI-01: [INSERT KPI NAME]

3.1 KPI Explanation (Core)

Note to drafters: Insert the description of the KPI into the following clause. The description should reflect the Outcomes in Table P-1. In some cases a timeframe may apply to the KPI and Outcome (eg, for a weekly or monthly operating program), in other cases a specific timeframe need not be specified (eg, ICT System availability). Refer to the PPBC Guide for further guidance.

3.1.1 KPI-01: [INSERT KPI NAME] is a measure of the Contractor’s performance [INSERT DESCRIPTION].

3.1.2 For KPI-01:

- a. the performance result for each [INSERT DESCRIPTION OF EVENT] shall be determined in accordance with clause 3.2;
- b. the Achieved Performance for the Review Period shall be calculated in accordance with clause 3.3;
- c. the APS for the Review Period shall be calculated in accordance with clause 3.4; and
- d. the Performance Band for the Review Period shall be determined in accordance with clause 3.4.

3.2 Performance Results for KPI-01 (Core)

Option A: For when one or more formulae are considered necessary to express how KPI-01 will be calculated.

3.2.1 Subject to clause 3.2.3, the Contractor’s performance against KPI-01 shall be calculated using the following formula:

Note to drafters: Insert an appropriate formula, followed by definitions for the factors used in the formula. For example, if a measurement needs to be made at a set time each day, or for a set period (eg, business hours), then these requirements need to be included. If individual factors associated with a KPI need to be measured differently, then this should be set out also. If this is not possible, a clear explanation should be provided. Refer to the PPBC Guide for further guidance.

At clause 3.2.3 amend clause cross-reference accordingly.

KPI-01 = [INSERT FORMULA eg, $(1 - (A + B)) \times 100\%$]

where:

[INSERT FACTOR] = [INSERT DEFINITION]

[INSERT FACTOR] = [INSERT DEFINITION]

[INSERT FACTOR] = [INSERT DEFINITION]

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Option B: For when formulae are not required but parameters or other measurement data are needed to determine the results for KPI-01 (eg, a count of events or activities per period).

At clause 3.2.3 amend clause cross-reference accordingly.

3.2.2 Subject to clause 3.2.3, the Contractor's performance against KPI-01 shall be determined from the following parameters / measurement data / business rules:

- a. [INSERT PARAMETER / FACTOR / RULE]; and
- b. [INSERT PARAMETER / FACTOR / RULE].

Note to drafters: Consider including additional details, if required, to identify explicit inclusions, exclusions, or changes to the KPI. For example, "X is to be excluded from the measurement of factor Y" or "This KPI is increased by Z% for defined periods of Surge". Refer to the PPBC Guide for further guidance.

3.2.3 For clause [3.2.1 / 3.2.2], when obtaining the parameters and measurement data used to determine the Contractor's performance against KPI-01 the following conditions shall apply:

- a. [INSERT INCLUSION, EXCLUSION OR OTHER CONDITION]; and
- b. [INSERT INCLUSION, EXCLUSION OR OTHER CONDITION].

Note to drafters: Include the Option below if it is necessary to identify the source of the factors / Performance Measures used to calculate this KPI. Delete the option if not required (ie, the Contractor will define the source of data in its SPMP).

Option: For Performance Measures sourced from multiple / other sources.

3.2.4 Performance Measures, used in the calculation of performance results for KPI-01, shall be sourced, as follows:

- a. from the [INSERT NAME OF INFORMATION MANAGEMENT SYSTEM]:
 - (i) [INSERT PERFORMANCE MEASURE];
 - (ii) [INSERT PERFORMANCE MEASURE];
- b. from the [INSERT NAME OF COLLECTION TOOL]:
 - (i) [INSERT PERFORMANCE MEASURE]; and
 - (ii) [INSERT PERFORMANCE MEASURE]; and
- c. all other factors, in accordance with the Approved SPMP.

3.3 Calculating the Achieved Performance for KPI-01 (Core)

Note to drafters: The Achieved Performance must be determined over the duration of a Review Period even when a KPI is measured and results are reported (in the SSVM) over a shorter timeframe.

3.3.1 The Contractor's Achieved Performance for KPI-01 shall be calculated as an overall result for this KPI for the Review Period in accordance with the following formula:

Note to drafters: Insert an appropriate formula, followed by the definitions for the factors used in the formula. For example, A may be the sum of daily KPI results and B the number of days per Review period. Refer to the PPBC Guide for further guidance.

Achieved Performance (KPI-01) = [INSERT FORMULA eg, A / B x 100%]

where:

[INSERT FACTOR] = [INSERT DEFINITION]

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[INSERT FACTOR] = [INSERT DEFINITION]

3.4 Calculating the Adjusted Performance Score and Performance Band for KPI-01 (Core)

3.4.1 The APS and the Performance Band for KPI-01 for a Review Period shall be calculated from the Achieved Performance in accordance with Table P-2.

Note to drafters: The following clauses represent a performance curve where a higher level of Achieved Performance results in a higher APS. The drafter should ensure that the performance curve formula in Table P-2, the points in Table P-3, and the diagram in Figure P-2 all match the KPI.

For each Performance Band an individual formula in Table P-2 defines a straight-line segment of the performance curve using the data points from Table P-3. In Table P-3 drafters should include the value for ‘a’ (the Required Performance Level from Table P-1), and values for ‘b’ and ‘c’ (the boundaries between Performance Bands B and C and Performance Bands C and D, respectively). These values are used to calculate the gradient of the lines for Performance Bands B and C in Table P-2.

MAKE SURE THAT YOU HAVE AN INDEPENDENT REVIEW AND TEST OF THE FORMULA FOR EACH BAND BEFORE THE RFT IS RELEASED!

Table P-2: KPI-01 Adjusted Performance Score Formulae

| If the Achieved Performance (x) for KPI-01 for a Review Period is... | the Performance Band is... | the APS (%) is calculated using the formula below using the values defined in Table P-3 ... |
|--|----------------------------|--|
| $x \geq a$ | A | $APS = 100\%$ |
| $b \leq x < a$ | B | $APS = \left[\frac{(100\% - 80\%)}{(a - b)} \times (Achieved\ Performance(x) - b) \right] + 80\%$ |
| $c \leq x < b$ | C | $APS = \frac{(80\% - 0\%)}{(b - c)} \times (Achieved\ Performance(x) - c)$ |
| $x < c$ | D | $APS = 0\%$ |

3.4.2 The values of a, b and c, for the calculation of the APS for KPI-01, are defined in Table P-3.

Table P-3: KPI-01 Achieved Performance Values (horizontal-axis)

| Point | Value |
|-------|-------|
| a | |
| b | |
| c | |

3.4.3 Figure P-2 illustrates the performance curve defining the relationship between the Achieved Performance and the APS for KPI-01, and the operation of the formulae in Table P-2.

Note to drafters: Figure P-2 must be replaced with one applicable to the KPI’s Achieved Performance to APS relationships. Note that the coordinates on the example below correspond to the coordinates in the table above and assist in the development of the formulae for each Performance Band.

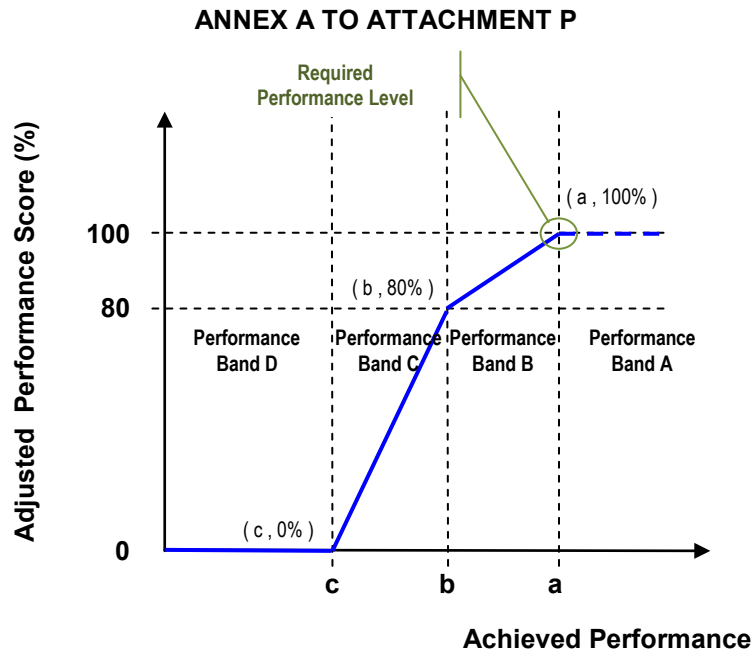


Figure P-2: KPI-01 Achieved Performance to APS (Performance Curve)

Note to drafters: KPI-02 is a draft set of clauses for “Example B” in the (large) note to drafters before clause 3 – for when an EPR is determined for each event or activity during the Review Period. The APS is then calculated as the average for the EPRs for all events or specified activities being completed during the Review Period.

4 KPI-02: [INSERT KPI NAME]

4.1 KPI-02 Explanation (Core)

4.1.1 KPI-02: [INSERT KPI NAME] is a measure of the Contractor’s performance [INSERT DESCRIPTION].

Note to drafters: Insert the name / description of the KPI-related event or activity description into the following clause (eg, completion of a scheduled Maintenance availability period or activity) and subsequent clauses where indicated.

4.1.2 For KPI-02:

- a. the performance result for each [INSERT DESCRIPTION OF EVENT] shall be determined in accordance with clause 4.2;
- b. the EPR for each [INSERT DESCRIPTION OF EVENT] measured by KPI-02 shall be calculated in accordance with clause 4.3;
- c. the APS for the Review Period shall be calculated in accordance with clause 4.4; and
- d. the Performance Band for the Review Period shall be determined in accordance with clause 4.5.

4.2 Performance Results for KPI-02 (Core)

4.2.1 Subject to clause 4.2.2, the performance result for KPI-02, for each [INSERT DESCRIPTION OF EVENT] (each an event), shall be calculated in accordance with the following formula:

Note to drafters: Insert an appropriate formula, followed by the definitions for the factors used in the formula including the measurement requirements and source of the performance measure data, as applicable, in the following clause. For example, if a measurement in time needs to be made relative to an Approved schedule then these requirements need to be included. If individual factors associated with specific events need to be measured differently, then this should be set out also. If this is not possible, a clear explanation should be provided. Refer to the PPBC Guide for further guidance.

performance result (KPI-02) = [INSERT FORMULA eg, $(1 - (A + B)) \times 100\%$]

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where:

- [INSERT FACTOR] = [INSERT DEFINITION]
- [INSERT FACTOR] = [INSERT DEFINITION]
- [INSERT FACTOR] = [INSERT DEFINITION]

Note to drafters: Consider including additional details, if required, to identify explicit inclusions, exclusions, or changes to the KPI or event. For example, “X is to be excluded from the measurement of factor Y” or “This KPI is increased by Z% for defined periods of Surge”. Refer to the PPBC Guide for further guidance.

- 4.2.2 For clause 4.2.1, when obtaining the parameters and measurement data used to determine the Contractor’s performance against KPI-02, the following conditions shall apply:
 - a. [INSERT INCLUSION, EXCLUSION OR OTHER CONDITION]; and
 - b. [INSERT INCLUSION, EXCLUSION OR OTHER CONDITION].

4.3 Calculating the Event Performance Rating for KPI-02 (Core)

- 4.3.1 The EPR for KPI-02, for each [INSERT DESCRIPTION OF EVENT], shall be calculated from the performance result for the event in accordance with Table P-4.

Note to drafters: The following clauses represent a performance curve where performance results are converted into a percentage and a lower numerical result (eg, less delay) will result in a higher EPR. Drafters should ensure that the performance curve formula and diagram match the KPI.

For each Performance Band as shown in Figure P-3 an individual formula in Table P-4 defines the straight-line segment of the performance curve using the data points in Table P-5. In Table P-5 drafters should include the value for ‘a’ (the Required Performance Level for each event measured by this KPI from Table P-1 and values for ‘b’ and ‘c’ (the boundaries between Performance Bands B and C and Performance Bands C and D, respectively). These values are then used to determine the gradient of each straight-line segment in Performance Bands B and C in Table P-4.

Refer to the PPBC Guide for further information.

MAKE SURE THAT YOU HAVE AN INDEPENDENT REVIEW AND TEST OF THE FORMULA FOR EACH BAND BEFORE THE RFT IS RELEASED!

Table P-4: KPI-02 Event Performance Rating Formulae

| If the performance result (x) for KPI-02 is... | the Performance Band (for the event) is... | the EPR (%) is calculated using the formula below using the values defined in Table P-5 ... |
|--|--|---|
| $x \leq a$ | A | $EPR = 100\%$ |
| $a < x \leq b$ | B | $EPR = 100\% - \left[\frac{(100\% - 80\%)}{(b - a)} \times (performance\ result(x) - a) \right]$ |
| $b < x \leq c$ | C | $EPR = 80\% - \left[\frac{(80\% - 0\%)}{(c - b)} \times (performance\ result(x) - b) \right]$ |
| $x > c$ | D | $EPR = 0\%$ |

- 4.3.2 The values of a, b and c, for the calculation of the EPR for KPI-02, are defined in Table P-5.

Table P-5: KPI-02 Performance Result Values (horizontal-axis)

| Point | Value |
|-------|-------|
| a | |
| b | |

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| Point | Value |
|-------|-------|
| c | |

4.3.3 Figure P-3 illustrates the performance curve defining the relationship between the Contractor's performance for the event and the EPR for KPI-02, and the operation of the formulae in Table P-4:

Note to drafters: Figure P-3 must be replaced with one applicable to the KPI's performance to EPR relationships. Note that the coordinates on the example below correspond to the coordinates in the table above and assist in the development of the formulae for each Performance Band.

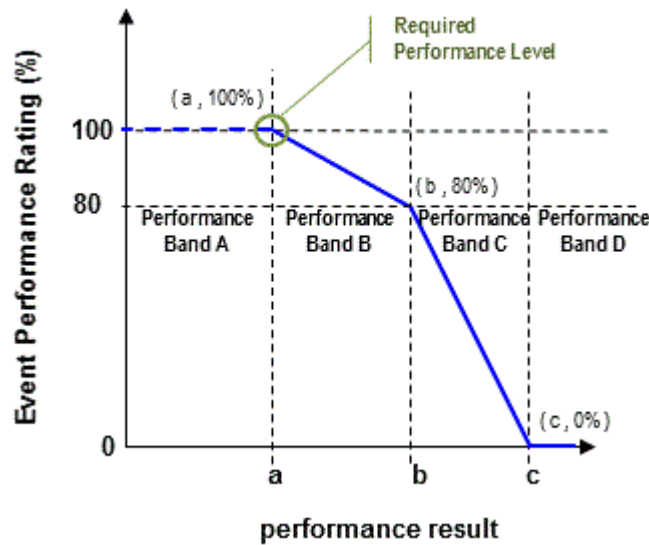


Figure P-3: KPI-02 Event Performance Result to EPR (Performance Curve)

4.4 Calculating the Adjusted Performance Score for KPI-02 (Core)

4.4.1 Subject to clause 4.4.2, if one or more [INSERT DESCRIPTION OF EVENT] are completed in a Review Period, the APS for KPI-02 for a Review Period shall be calculated as the average of the EPRs for KPI-02 for that Review Period, in accordance with the following formula:

$$APS = A / B$$

where:

A = the sum of the EPRs for all [INSERT DESCRIPTION OF EVENT] completed in the Review Period

B = the number of [INSERT DESCRIPTION OF EVENT] completed in the Review Period

4.4.2 If no [INSERT DESCRIPTION OF EVENT] were completed in the Review Period, the APS for KPI-02 for the Review Period shall equal 100%.

4.5 Performance and Performance Band for KPI-02 (Core)

4.5.1 For the purposes of the Contract, the Performance Band for KPI-02 for a Review Period shall be calculated in accordance with Table P-6.

Table P-6: Designated Performance Bands

| If the APS for KPI-02 (for the Review Period) is... | The Achieved Performance for KPI-02 (for the Review Period) is within Performance Band... |
|---|---|
| 100% | A |
| $80\% \leq APS < 100\%$ | B |

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| | |
|---------------|---|
| 0 ≤ APS < 80% | C |
| 0% | D |

Note: Achieved Performance for this KPI may be calculated by inserting the APS value into the applicable formula from Table P-4 and solving the equation to find the x-axis value (which will be the Achieved Performance instead of the “performance result (x)”). However, as only the Performance Band and APS are used by other parts of the Contract this calculation is not required.

Note to drafters: The clauses for KPI-01 or KPI-02 are repeated for KPIs 03 to 05 (as applicable). These clauses have been included to assist in tailoring; however, the notes to drafters have been removed (refer to KPI-01 and KPI-02 clauses for notes).

5 KPI-03: [INSERT KPI NAME]

5.1 KPI-03 Explanation

Note to drafters: Copy the subclauses from KPI-01 or KPI-02 (as applicable) for each of the additional KPIs required. The KPI headings and names below have been retained to assist in using bookmarked fields to ensure consistent use of KPI names in the clauses and Table P-1.

5.1.1 KPI-03: [INSERT KPI NAME] is a measure of the Contractor's performance [INSERT DESCRIPTION].

5.1.2

6 KPI-04: [INSERT KPI NAME]

6.1 KPI-04 Explanation

6.1.1 KPI-04: [INSERT KPI NAME] is a measure of the Contractor's performance [INSERT DESCRIPTION].

6.1.2

7 KPI-05: [INSERT KPI NAME]

7.1 KPI-05 Explanation

7.1.1 KPI-05: [INSERT KPI NAME] is a measure of the Contractor's performance [INSERT DESCRIPTION].

7.1.2

ANNEX B TO ATTACHMENT P

ANNEX B – PERFORMANCE IMPLEMENTATION PERIOD

Note to drafters: If a Performance Implementation Period (PIP) is not required to introduce the performance management framework over a period of time, then replace all clauses in Annex B with a single 'Not used'. When drafting clauses for the PIP in Annex B, drafters need to be consistent with the development of clause 4 of Annex C to Attachment B, including the definition of PIP stages.

1 INTRODUCTION (CORE)

1.1 Purpose (Core)

- 1.1.1 The purpose of this Annex B is to define the managed introduction of the performance assessment regime to the Contract through:
- the duration and stages of the Performance Implementation Period (PIP); and
 - the changes applicable to KPIs during the PIP.

1.2 Objectives (Core)

- 1.2.1 The Contractor acknowledges that the objectives of the PIP are to:

Note to drafters: Amend the following subclauses as appropriate. Subclause a. may not be applicable when the Contract is replacing a previous support contract of similar scope and the KPIs have been proven. Subclauses e. to g. are primarily applicable when the Contract is being implemented to support Products being delivered, over a period of time, from an acquisition project.

- validate the accuracy of the KPIs as appropriate measures of the extent to which the Contractor is contributing to the Outcomes;
 - confirm that the data collected and used to measure performance provides an accurate and statistically valid measure of that performance;
 - verify the Contractor's processes for the measurement and reporting of KPIs;
 - minimise the impact of unrepresentative performance discrepancies while newly established resources and processes are stabilising;
 - scale the KPIs and overall performance measurement regime consistent with the ramp up of the Services and Products Being Supported, as applicable;
 - allow for the delivery and operation of sufficient systems to reach a level of maturity sufficient to be representative of long-term support requirements; and
 - allow sufficient time to accurately measure and confirm new equipment reliability.
- 1.2.2 The parties acknowledge that the PIP is not a period for trialling or changing the performance assessment process, individual KPIs or associated calculations; rather, the intent of the PIP is to refine measurement and recording processes and to overcome any initial instability in Product and Support System performance and related processes.

2 KPI-01: [INSERT KPI NAME] (CORE)

Notes to drafters: The following example clauses are for a "standard KPI", as per KPI-01 in Annex A. For an "event-based KPI", clauses should be copied and adapted from the example clauses for KPI-02 in Annex A.

References to "stage 1" should be removed if the PIP only has one stage.

2.1 Overview of PIP Stages for KPI-01 – FOR INFORMATION ONLY (Optional)

Note to drafters: If a complicated set of PIP stages is included in the Contract, then it may be beneficial including an overview of the stages in this clause (the following clause is an example only). This clause is intended to be 'For Information Only' so do not include any mandatory statements or other text that could overlap and conflict with the formal description of the KPIs

ANNEX B TO ATTACHMENT P

in the subsequent clauses. If not required, delete the heading and clause and replace with 'Not used'.

2.1.1 KPI-01 is measured from the first stage of the PIP. KPI-01 is implemented over the three stages of the PIP based on the number of Mission Systems that have been delivered under the Contract (Acquisition).

2.2 PIP stage 1 changes to KPI-01 (Core)

Note to drafters: If the KPI used during the PIP stage is different to the mature KPI requirement, then include and further develop the following clauses to describe the changes for the relevant stage of the PIP. The clauses below may be copied and re-used for each stage in a multi-stage PIP.

2.2.1 The Contractor's performance against KPI-01, for the first stage of the PIP, shall be determined in accordance with Annex A except for the changes identified in this clause 2.2.

Note to drafters: The following clauses are based on clauses in Annex A. Amend the clauses for KPI-01, for this stage of the PIP, to identify differences when compared to clauses 3.2, 3.3 and 3.4 of Annex A. If a clause is the same as the corresponding clause in Annex A, then it does not need to be repeated here unless it is necessary for providing clarity to the description. Alternatively, a matching clause may be cross-referenced (eg: "[... XYZ ...] shall be determined in accordance with clause [...number...] of Annex A.").

2.2.2 Subject to clause 2.2.3, the Contractor's performance for KPI-01 for each Review Period within this stage of the PIP shall be calculated in accordance with the following formula:

KPI-01 = [INSERT FORMULA eg, $(1 - (A + B)) \times 100\%$]

where:

[INSERT FACTOR] = [INSERT DEFINITION]

[INSERT FACTOR] = [INSERT DEFINITION]

[INSERT FACTOR] = [INSERT DEFINITION]

2.2.3 For clause 2.2.2 when obtaining the parameters and measurement data used to determine the Contractor's performance against KPI-01 the following conditions shall apply:

- a. [INSERT INCLUSION, EXCLUSION OR OTHER CONDITION]; and
- b. [INSERT INCLUSION, EXCLUSION OR OTHER CONDITION].

Note to drafters: If there is no change in the way the Achieved Performance is calculated, the following clause can be deleted, or replaced with a clause stating that the Achieved Performance will be calculated in accordance with Annex A.

2.2.4 The Contractor's Achieved Performance for KPI-01 shall be calculated as an overall result for this KPI for the Review Period in accordance with the following formula:

Achieved Performance (KPI-01) = [INSERT FORMULA eg, $A / B \times 100\%$]

where:

[INSERT FACTOR] = [INSERT DEFINITION]

[INSERT FACTOR] = [INSERT DEFINITION]

ANNEX B TO ATTACHMENT P

Note to drafters: Amend the APS formulae in Table P-7 for this stage of the PIP. Refer to Annex A for related guidance.

If, in this stage of the PIP, the KPI will be measured but a Performance Payment will not be calculated (under Annex C to Attachment B), the Performance Bands may still be relevant to the Contract and an APS can be a useful indicator of process limitations and areas for improvement.

Performance Incentives reward over-performance. If a Performance Incentive applies to a KPI, it is unlikely to apply during the PIP – refer to the PPBC Guide for further information.

2.2.5 The APS for KPI-01 for each Review Period within this stage of the PIP shall be calculated from the Achieved Performance in accordance with Table P-7.

Table P-7: KPI-01 Adjusted Performance Score Formulae for PIP Stage 1

| If the Achieved Performance (x) for KPI-01 for each Review Period in Stage 1 of the PIP is... | the Performance Band is... | the APS (%) is calculated using the formula below using the values defined in Table P-8 ... |
|---|----------------------------|--|
| $x \geq a$ | A | $APS = 100\%$ |
| $b \leq x < a$ | B | $APS = \left[\frac{(100\% - 80\%)}{(a - b)} \times (Achieved\ Performance(x) - b) \right] + 80\%$ |
| $c \leq x < b$ | C | $APS = \frac{(80\% - 0\%)}{(b - c)} \times (Achieved\ Performance(x) - c)$ |
| $x < c$ | D | $APS = 0\%$ |

2.2.6 The values of a, b and c for KPI-01 for PIP stage 1 are defined in Table P-8.

Table P-8: KPI-01 Adjusted Performance Score Values for PIP Stage 1

| Point | Value |
|-------|-------|
| a | |
| b | |
| c | |

Note to drafters: The following clause may be deleted if the PIP only has one stage.

2.3 PIP Stage 2 changes to KPI-01 (Optional)

2.3.1 The Contractor's performance against KPI-01, for the second stage of the PIP, shall be determined in accordance with Annex A, except for the changes identified in this clause 2.3.

Note to drafters: Copy the applicable clauses, captions and tables from stage 1 of the PIP (above) and insert below. Amend accordingly.

3 KPI-02: [INSERT KPI NAME] (OPTIONAL)

Note to drafters: Copy and paste the clauses used for KPI-01 for each additional KPI or use KPI-02 from Annex A as a starting point for drafting when an event-based KPI is used. Amend accordingly.

ATTACHMENT Q

OTHER PERFORMANCE MEASURES (OPTIONAL)

Note to tenderers: Attachment Q will consist of an amalgamation of this draft Attachment and the successful tenderer's response.

1 INTRODUCTION

1.1 Purpose (Core)

- 1.1.1 The purpose of this Attachment Q is to describe the Other Performance Measures (OPMs) applicable to the Contract, which are used for any one or more of the following:
- a. to measure the performance of Services that are not linked to a Performance Payment; or
 - b. to measure the health of the Materiel System, process efficiency, or changes in environmental parameters and/or the impact of environmental parameters.

1.2 Content (Core)

Note to drafters: Add the names and abbreviations (if applicable) for the OPMs into the list below.

- 1.2.1 The following OPMs are described in this Attachment Q:
- a. **[...INSERT OPM NAME...]**; and
 - b. **[...INSERT OPM NAME...]**.

1.3 Changes to OPMs (Core)

- 1.3.1 The parties acknowledge and agree that the OPMs set out in this Attachment Q provide the agreed set of OPMs for the Contract as at ED.
- 1.3.2 The parties further acknowledge and agree that:
- a. the OPMs set out in this Attachment Q may need to be varied over the Term to ensure that the Commonwealth is able to satisfy its information needs in relation to the Capability and/or the Contract, including to address emergent issues and to overcome problems of information asymmetry between the parties; and
 - b. the OPMs must lead to the provision of relevant and timely information, but should not involve undue effort for the measurement of the OPMs.
- 1.3.3 Where either party identifies the need to change an OPM or to implement an additional or replacement OPM, the parties agree:
- a. to negotiate in good faith to define and establish the revised OPM requirements to satisfy the Commonwealth's information needs; and
 - b. that any revised OPM requirements will be documented in an update to the **[...INSERT SPMP or SSMP, AS APPLICABLE...]** (or other document agreed between the parties) instead of through a CCP in accordance with clause 11.1 of the COC.

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2 [...INSERT OPM NAME...]

Note to drafters: If simple enough, the OPM specifications (including name, purpose, description, and measurement details) could be inserted into a table under this clause 2 with appropriate changes to the headings and a lead-in clause.

Repeat the below set of clauses (clause 2) for each OPM.

2.1 Purpose of the OPM (Core)

Note to drafters: Select and complete Option A, B or C below dependent on the intended use of this OPM. Alternatively, develop an appropriate Purpose statement suitable for the specific OPM.

The clause numbering in this section which cross-references to the COC will need to be updated according to the option chosen in the COC.

Option A: Used to evaluate Services that are not linked to KPIs or Performance Payments.

2.1.1 This OPM is used to evaluate the level of performance provided by the Contractor in providing [...INSERT DESCRIPTION OF SERVICE].

Option B: Used to evaluate Contractor performance against Contract terms, compliance with government and Defence policies and/or achievement of the objectives of those policies (eg, WHS and Environmental Legislation).

2.1.2 This OPM is used to evaluate Contractor performance against specified [...INSERT EITHER "Contract terms" OR "government and Defence policies cited in the Contract"...].

Option C: Used to collect and analyse lead indicators for 'system health', efficiency or operational environment changes.

2.1.3 This OPM is used to analyse the on-going [...INSERT DESCRIPTION...].

Note to drafters: The following clauses (or similar clauses developed by the drafter) should only be used for OPMs that measure Contractor performance and/or compliance against the Contract where that is not addressed by a KPI (ie, either Option A or Option B above).

Option A: For use where results against an OPM are evaluated against a performance level for a given period (eg, one or two years) and used in relation to an Award Term. This is not to be used for Renewal Term or Fixed Term.

2.1.4 The Commonwealth may consider the results achieved against this OPM as part of Award Term determinations in accordance with clause 1.9.11 of the COC.

Option B: For use where results against an OPM are evaluated in terms of a medium-long term trend (eg, year-on-year results in relation to WHS or the Environment) and used in relation to an Award Term. This is not to be used for Renewal Term or Fixed Term.

2.1.5 The Commonwealth may consider the trend in Contractor performance, as measured by this OPM, as part of Award Term determinations in accordance with clause 1.9.11 of the COC.

Option C: Further develop the following generic clause for individual draft Contract needs.

2.1.6 The Commonwealth may consider the [...INSERT EITHER "results" OR "trend in performance" OR SIMILAR...], as measured by this OPM, when evaluating Contractor [...INSERT EITHER "performance under" OR "compliance with"...] the Contract.

2.2 Description of the OPM (Core)

Note to drafters: Insert an explanation / description defining the OPM. Where a formula is required, refer to the KPI clauses in Attachment P for guidance and consistent clauses.

2.2.1 This OPM is defined as the [...INSERT DESCRIPTION...].

2.2.2 This OPM shall be measured [...INSERT MEASUREMENT DETAILS...].

ATTACHMENT R

MEMBERS REQUIRED IN UNIFORM (OPTIONAL)

Note to drafters: Drafters should provide details of any MRU requirements prior to release of the RFT. The clauses included in Attachment R are not restrictive, and are intended as a starting point for further development. These clauses should be reviewed, amended, and expanded as necessary.

1. INTRODUCTION

- 1.1 The purpose of this Attachment R is to detail the requirements for the management, training and utilisation of Members Required in Uniform (MRU) under the Contract.
- 1.2 The Contractor and Commonwealth agree that the overall objective of MRU is to ensure the long-term capabilities of the ADF, enabled through the development of knowledge, skills and experience of Defence Personnel gained through their placement with the Contractor under the Contract. MRU skills and experience are typically fostered in order to provide deployable support to ADF operations during times of Contingency. Specifically, for the **[INSERT MISSION SYSTEM OR CAPABILITY]**, the objectives of MRU are as follows:
- a. **[INSERT BRIEF DESCRIPTION OF OBJECTIVE];** and
 - b. **[INSERT BRIEF DESCRIPTION OF OBJECTIVE].**
- 1.3 The Contractor and Commonwealth further acknowledge that the objectives set out in clause 1.2 will be achieved by placing Defence Personnel within the Contractor's work teams.
- 1.4 References to Contractor in this Attachment R are to be read as including references to an Approved Subcontractor when the MRU are appointed to work with an Approved Subcontractor.

2. MRU COMPOSITION AND TENURE

- 2.1 Subject to over-riding needs of ADF rotation requirements, the MRU that will be made available to the Contractor are detailed in Table 1.

Note to drafters: Table 1 should be populated to describe the composition of the MRU. If the scope of support is unknown (ie, support for a new system) and the composition of the MRU is unclear, the following note to tenderers should be included; otherwise, it should be deleted.

Note to tenderers: The proposed MRU composition is based on an estimated scope of future support requirements and may be revised during negotiations for any resultant contract.

Table 1: MRU Composition and Tenure

| Specialisation / Trade / Skill Category | Trade Skill Level (Rank) | Strength (routine) | Tenure | Strength (contingency) |
|---|---|--------------------|----------------|------------------------|
| [eg, Electronics Technicians] | [eg, Trade Supervisor (CPL / LS)] | | [eg, 2 years] | |
| | [eg, Technician (LCPL / LAC(W) / AS)] | | [eg, 2 years] | |
| | [EG, Fitter / Apprentice (PTE / AC(W) / SMN)] | | [eg, 6 months] | |
| | | | | |
| Other | Engineer | | | |
| | Logistics Officer | | | |

Table 1 Notes:

- a. **Strength (routine) identifies the intended number of personnel per skill category and level but cannot account for exceptional circumstances (eg, discharge, posting for compassionate reasons and Defence contingencies). Contingency is indicative only. The period of reduction to the level of Contingency may not necessarily match the period of a Contingency under the Contract.**

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- b. The tenure represents the minimum time necessary to achieve a balance between skills development and workforce rotation requirements.**

3. MANAGEMENT OF MRU

Note to drafters: This section should be further developed to describe the management of MRU from a contractual and human resources management perspective.

3.1 Commonwealth MRU Manager

3.1.1 The Commonwealth Representative shall delegate the responsibility for implementing Commonwealth obligations of this Attachment R to **[INSERT TITLE / APPOINTMENT]** (the 'Commonwealth MRU Manager').

3.1.2 The Commonwealth MRU Manager shall be responsible for:

- a. coordinating the allocation of the MRU to the Contractor;
- b. military-unique administration and discipline for the MRU; and
- c. **[DRAFTER TO INSERT]**.

3.1.3 Unless exceptional circumstances prevail, the Commonwealth MRU Manager will provide the Contractor MRU Manager with **[INSERT NUMBER, eg, 20]** Working Days' prior notice of the pending allocation and withdrawal of all or some of the MRU (eg, in the event of posting or being operational deployment).

3.1.4 **[DRAFTER TO INSERT ANY ADDITIONAL REQUIREMENTS]**.

3.2 Contractor MRU Manager

3.2.1 The Contractor shall appoint a representative (the 'Contractor MRU Manager') for the purpose of implementing the requirements of this Attachment R.

3.2.2 The Contractor MRU Manager shall be responsible for:

- a. overall management and utilisation of MRU within the Contractor's organisation;
- b. ensuring that MRU are trained and employed on tasks that develop, reinforce and enhance their knowledge and skills consistent with the objectives set out in clause 1.2;
- c. day-to-day tasking and supervision of MRU; and
- d. **[DRAFTER TO INSERT]**.

3.2.3 **[DRAFTER TO INSERT ANY ADDITIONAL REQUIREMENTS]**.

3.3 Issues Management

3.3.1 The Commonwealth and Contractor shall each use their best endeavours to resolve any issues involving the MRU in a timely manner.

3.3.2 In the event of a complaint or grievance regarding MRU, the aggrieved party is to raise the matter with the Contractor MRU Manager or Commonwealth MRU Manager, as applicable, in the first instance. If the matter cannot be resolved between the respective MRU managers **[INSERT DETAILS OF THE ESCALATION PROCEDURE]**.

3.4 Commonwealth Policy

3.4.1 The Contractor shall ensure that Commonwealth policies identified under clause 11.3 of the COC are applied in the context of the MRU.

4. MRU DUTIES AND ACTIVITIES

Note to drafters: This section should be further developed to describe the duties and trade-related tasks to be undertaken by the MRU. Where suitable, drafters may include duty

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statements and job specification as annexes, provided that these are not overly restrictive and would result in underutilisation and restrict MRU from gaining suitable experience.

4.1 MRU Tasking

4.1.1 MRU may:

- a. be employed on all tasks for which they are qualified;
- b. be employed on tasks for which competencies and authorisations have not yet been achieved, while under the supervision of a person authorised to supervise trainees undertaking those tasks; and
- c. be employed in a mixed (civilian/military) or separate (MRU only) teams.

4.1.2 The Contractor shall not employ MRU on non-Contract activities without the prior written approval of the Commonwealth Representative.

4.2 Areas of Utilisation

4.2.1 MRU shall be employed within their specialisation / trade / skills category appropriate to their skill level, and be engaged, whenever practicable, on tasks that will enable retention and enhancement of their skills, consistent with the objectives set out in clause 1.2. Specifically, these tasks include:

- a. **[DRAFTER TO INSERT]**,
- b. **[DRAFTER TO INSERT]**, and
- c. **[DRAFTER TO INSERT]**.

4.2.2 Subject to clause 4.2.1, except where otherwise specified, the Contractor may allocate MRU with additional duties appropriate to their rank, seniority and supervisory roles. Additional duties should be selected to develop management, leadership, and other skills that are transferrable to the Defence environment.

5. SUPERVISION OF MRU

Note to drafters: This section should be further developed to describe the supervision of MRU in their utilisation and day-to-day work activities.

5.1 Induction

5.1.1 As part of induction of MRU, the Contractor shall interview all MRU to confirm existing qualifications, competencies and training needs.

5.1.2 The Contractor shall provide induction training / briefings to MRU that includes:

- a. an introduction to the Contractor's organisation;
- b. the Contractor's procedures and documentation relevant to the duties of the MRU;
- c. an introduction with the Contractor MRU Manager and on-site supervisors;
- d. the Contractor's WHS Management System;
- e. emergency procedures;
- f. security requirements and procedures;
- g. administrative work procedures; and
- h. **[DRAFTER TO INSERT]**.

5.1.3 The Contractor shall invite the Commonwealth MRU Manager to provide a briefing at the induction training / briefings held in accordance with clause 5.1.2.

5.1.4 The Contractor shall organise all access passes, identity cards and other Contractor requirements that may be necessary to allow the MRU to access their workplace.

5.2 Routine Supervision

5.2.1 The Contractor shall provide routine supervision of the MRU as applicable to their duties and work activities with the Contractor.

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- 5.2.2 The Contractor may give MRU supervisory responsibilities for Contractor personnel and other MRU within the area of their responsibility, qualifications and competence.
- 5.2.3 The Commonwealth MRU Manager retains control over all matters of military discipline, military personnel administration, and the authorisation of overtime work by the MRU.

6. TRAINING DEVELOPMENT AND PERSONNEL ADMINISTRATION

Note to drafters: This section should be further developed to describe requirements for Training administration and personal administration of MRU. Clause 8 of the SOW and the Training DSDs address the assessments reporting, issuing certificates and, when applicable, carrying out responsibilities of an RTO. Accordingly, this clause need only reflect requirements particular to the MRU.

6.1 Training and Skills Development

Note to drafters: Insert details of any trade-specific Training to be provided to MRU during their tenure with the Contractor. This should not include general training or briefings (eg, site safety briefings) but only Training related to the development of trade skills. Details for these Training courses should be included in DSD-TNG-DEL. If there are no specific courses to list, amend the following clauses to refer only to the objectives set out in clause 1.2 (ie, delete words after clause 1.2, including the draft subclauses and delete clause 6.1.2).

- 6.1.1 The Contractor shall provide MRU with all necessary Training to meet the objectives set out in clause 1.2, including the following specific Training courses:
- a. **[DRAFTER TO INSERT TRADE CATEGORY / LEVEL]:**
 - (i) **[DRAFTER TO INSERT COURSE NUMBER / NAME];** and
 - (ii) **[DRAFTER TO INSERT COURSE NUMBER / NAME],**
 - b. **[DRAFTER TO INSERT TRADE CATEGORY / LEVEL]:**
 - (i) **[DRAFTER TO INSERT COURSE NUMBER / NAME];** and
 - (ii) **[DRAFTER TO INSERT COURSE NUMBER / NAME].**
- 6.1.2 Details for the specific Training courses listed under clause 6.1.1 are included in DSD-TNG-DEL.
- 6.1.3 Training of MRU by the Contractor shall be conducted in accordance with clause 8 of the SOW.

6.2 Records of Training and Competency

Note to drafters: Include details for updating or providing information to update, as applicable, Defence training and employment records for individual members of the MRU.

- 6.2.1 The Contractor acknowledges that the Commonwealth places a high level of importance on the accuracy and currency of records of training and employment for the MRU.
- 6.2.2 Without limiting any other requirements of the Contract, the Contractor MRU Manager, or delegated training coordinator, shall be responsible for **[DRAFTER TO INSERT DETAILS FOR RECORDING, PROVIDING INFORMATION, ETC, IN RELATION TO TRAINING RECORDS]**.
- 6.2.3 The Contractor MRU Manager shall meet with the Commonwealth MRU Manager to review the records of training and employment for the MRU at intervals of approximately **[INSERT INTERVAL, eg, two OR three]** months, unless otherwise agreed by the Commonwealth MRU Manager.

6.3 Personal Performance Appraisals

Note to drafters: Insert details of Contractor assistance with information to inform personal assessments and appraisals, appraisals by immediate (Contractor) supervisors, or facilitating appraisals by the Commonwealth MRU Manager, as applicable.

- 6.3.1 **[DRAFTER TO INSERT DETAILS]**

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7. WORK ROUTINE

Note to drafters: This section should be used to describe working conditions and entitlements such as hours of work, leave entitlements, etc. The following example clauses should be considered as a starting point for further development.

7.1 Working Hours

7.1.1 The Contractor acknowledges and agrees that in addition to their trade / specialisation work the MRU have obligations that are required to be performed in order to enable them to continue to be employed as members of the ADF, including physical fitness, medical and dental assessments, Commonwealth drug and/or alcohol testing, small arms proficiency assessments, and mandatory Defence-related training programs (**Military Service Obligations**).

Note to drafters: Insert applicable details and make amendments as appropriate.

7.1.2 The Contractor acknowledges and agrees that, in consideration of Military Service Obligations and leave entitlements, the MRU are made available to the Contractor for, on average, **[INSERT NUMBER OF DAYS]** Working Days per year or, subject to other provisions in this Attachment R, not less than **[INSERT NUMBER OF WEEKS]** fulltime weeks per year.

7.1.3 In coordination with the Commonwealth MRU Manager, the Contractor MRU Manager shall release MRU to enable them to undertake their Military Service Obligations.

7.1.4 Subject to clauses 7.1.1 and 7.1.2, MRU will be available to work at the Contractor's premises for, on average, 37.5 hours per week on Working Days between 0700 hours and 1700 hours. MRU will, as far as practicable, work no more than eight hours per Working Day. MRU are entitled to a main meal break of between 45 and 60 minutes, and two shorter breaks during a Working Day, sufficient to promote healthy working conditions.

7.1.5 The Contractor shall not task the MRU to work outside of the core working hours (eg, overtime and shift work) or change the conditions described in clause 7.1.4 without the written agreement of the Commonwealth MRU Manager.

7.2 Working Dress

7.2.1 MRU are to wear working dress uniform while working at the Contractor's premises unless:

- a. working dress uniform is incompatible with and/or limits the effectiveness of personal protective equipment; or
- b. otherwise agreed or directed by the Commonwealth MRU Manager.

8. MRU ENTITLEMENTS

Note to drafters: In further developing this section, drafters should be aware that MRU entitlements are cross-referenced from clause 3.10 of the COC – hence it is useful to keep them under the one heading.

8.1 Time in Lieu

Note to drafters: Include and amend, or delete, as applicable. The number of hours should match clause 7.1.4.

8.1.1 Where a member of the MRU is required to work in excess of 37.5 hours per week, the member will be compensated on a one-for-one basis (ie, one hour off for each hour worked in excess of 37.5 hours per week) (**time in lieu**).

8.1.2 The Contractor MRU Manager shall keep a record of the hours worked by each of the MRU and make this record available to the Commonwealth MRU Manager upon request.

8.1.3 The Commonwealth MRU Manager shall be responsible for granting time in lieu, which will be granted in consultation with the Contractor MRU Manager.

8.1.4 The Contractor shall plan work by the MRU to minimise the accumulation of time in lieu and, unless otherwise agreed by the Commonwealth MRU Manager, ensure that no more than 16 hours of time in lieu is accrued by any member of the MRU.

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8.2 Leave Entitlements

8.2.1 The Commonwealth MRU Manager shall be responsible for granting annual leave, which will be granted in consultation with the Contractor MRU Manager.

Note to drafters: Amend the following where sick leave and compassionate leave may also be granted by, for example, the Contractor MRU Manager or the most senior available MRU.

8.2.2 The Commonwealth MRU Manager shall be responsible for granting sick leave and compassionate leave, when applicable, and will inform the Contractor MRU Manager of the absence as soon as practicable.

Note to drafters: Insert details of any further leave provisions applicable to the MRU (eg, study leave).

8.2.3 [DRAFTER TO INSERT DETAILS]

8.3 Access to Contractor Staff Facilities

8.3.1 The Contractor shall ensure that the MRU have access to the Contractor's ICT systems that are appropriate to the performance of their duties.

8.3.2 The Contractor shall provide the MRU with access to the Contractor's canteen, recreational, and other facilities, as available to Contractor staff of equivalent status.

9. WORK HEALTH AND SAFETY

Note to drafters: The following clauses should be reviewed, amended, and expanded as necessary to address WHS requirements for the MRU. Refer to clause 11.4 of the COC and clause 12 of the SOW for standard Contract requirements regarding WHS, including for Commonwealth Personnel on Contractor Premises.

9.1 General Requirements

9.1.1 The Contractor shall provide a safe working environment for the MRU in accordance with clause 12.3.3 of the SOW.

9.1.2 The Contractor shall provide the MRU with all safety-related training and briefings as may be reasonably required to ensure the health and safety of the MRU when undertaking duties and attending the Contractor's workplace(s).

9.1.3 The Contractor shall be responsible for providing suitable personal protective equipment as may be required by the MRU to undertake their allocated tasks with the Contractor.

9.1.4 The Contractor shall provide the MRU with access to all WHS procedures, safety risk assessments, Hazardous Chemicals data, and all other WHS-related information as may be required by the MRU to undertake their allocated duties and tasks with the Contractor.

9.1.5 The Contractor shall not appoint MRU as WHS representatives for mixed (civilian and military) work teams but MRU may be invited to contribute to WHS working groups.

9.2 Incident Reporting

9.2.1 In the event of a Notifiable Incident involving MRU, the Contractor shall:

- a. immediately notify the Commonwealth MRU Manager or, if the Commonwealth MRU Manager is not immediately contactable, the most senior available member of the MRU; and
- b. report the Notifiable Incident in accordance with clause 12.4 of the SOW.

9.3 Drugs and Alcohol

9.3.1 MRU shall not be subject to Contractor drug and alcohol testing programs without the prior written agreement of the Commonwealth MRU Manager. Any drug and/or alcohol testing of MRU that has been agreed by the Commonwealth Representative shall only be carried out in a manner consistent with Commonwealth policy (refer DI, PPL3 and PPL4 and MILPERSMAN Part 4) and as directed by the Commonwealth MRU Manager.

9.3.2 If any of the MRU are found to be affected by non-prescription drugs or alcohol, the Contractor shall be immediately refer the matter to the Commonwealth MRU Manager.

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10. FINANCIAL

10.1 MRU Credits (Optional)

Note to drafters: Table 2 is to capture the amounts credited to the Commonwealth for the work undertaken by the MRU. The first two columns of the table should match those in Table 1.

For tender purposes, the drafter may wish to include a copy of Table 2 in TDR D, with a requirement for tenderers to populate the table.

MRU credits are optional. In assessing if MRU credits should be included in the Contract, the drafter should have regard to the number of MRU, the Training Services to be provided to MRU, MRU staff turn-over and the benefit the Contractor is expected to obtain from having the MRU after their training. ,

10.1.1 The Contractor shall, in accordance with clause 3.10 of the COC, credit the Commonwealth for the hours worked by the MRU at the credit rates listed in Table 2.

Table 2: MRU Credit Rates

| Specialisation / Trade / Skill Category | Trade Skill Level (Rank) | MRU Credit Rate / hour (ex GST) | MRU Credit Rate / hour (inc GST) |
|---|---|---------------------------------|----------------------------------|
| [eg, Electronics Technicians] | [eg, Trade Supervisor (CPL / LS)] | | |
| | [eg, Technician (LCPL / LAC(W) / AS)] | | |
| | [eg, Fitter / Apprentice (PTE / AC(W) / SMN)] | | |
| Other | Engineer | | |
| | Logistics Officer | | |

ATTACHMENT S

PRODUCTS BEING SUPPORTED RESTRICTIONS SCHEDULE

Note to Drafters: Prior to RFT release drafters are to:

- a. ensure that any licence restrictions applicable to TD and Software in the Products Being Supported that may affect a Tenderer's provision of the Services (not otherwise sufficiently addressed by the restrictions in clause 5.6 of the COC) are specified in this Attachment S;
- b. determine if Commonwealth requirements (addressing the Capability's Life of Type requirements relating to licensing) mean additional licence restrictions are appropriate and specify those additional restrictions; and
- c. determine and specify Export Approval restrictions on the Products Being Supported that may affect a Tenderer's provision of the Services (i.e. being unable to provide TD to a subcontractor not listed on a Technical Assistance Agreement etc).

The examples contained in Attachment S are to be removed prior to RFT release and project specific information must be inserted where necessary. Further information on clause 5 of the draft COC and the TDSR Schedule can be found in the ASDEFCON TD / IP Commercial Handbook at:

- <http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx>.

Note to Tenderers: Attachment S identifies licence restrictions and export approvals on the TD and Software rights granted under the Contract in respect of Products Being Supported. The tenderer may also indicate in its tender response that it proposes to own the IP in newly created TD or Software that is, or is a part of, a Product Being Supported.

Note to drafters: Choose ONE of the following two options and delete the other option. Option A should be used if the TD and Software provided as or as part of the Products Being Supported are subject to a small number of licences which can be attached or provided, or whether the restrictions can be set out in the table. Option B should be used if the licences and restrictions are extensive and cannot be set out here, but can be provided to the Contractor in the CSA data.

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Option A: For where there is no CSA data and/or there are less than 20 licences

1. SPECIFIC LICENCE RESTRICTIONS

- 1.1 Clause 5.6 of the COC sets out the terms of the licences granted by the Commonwealth to TD and Software provided as, or as a part of, Products Being Supported.
- 1.2 Table S-1 sets out:
 - a. specific licence restrictions that apply to TD and Software provided as, or as a part of, Products Being Supported, in addition to the terms set out in clause 5.6 of the COC; and
 - b. if the Contractor is to own IP created under the Contract or a Subcontract in respect of a particular Product Being Supported.

TABLE S-1: LICENCE RESTRICTIONS APPLICABLE TO PRODUCTS BEING SUPPORTED

| Unique identifier | Reference Number | Licensor | Description of TD or Software | Contractor to Own New IP (Yes/No) | Identify the restriction or the licence that contains the restriction |
|-------------------|------------------|--|---|-----------------------------------|---|
| (a) | (b) | (c) | (d) | (e) | (f) |
| S1 | ABC #1276 | EW Pty Ltd (Approved Subcontractor) | Electronic Warfare Software Source Code | No | The Contractor must not grant a sublicense of the TD to any of the following companies (or their Related Bodies Corporate): a. XYZ Pty Ltd; b. ... |
| S2 | G-B-2 | XYZ Pty Ltd | Combat Management System | No | The Contractor must not, and must not grant a sublicense to, modify, develop or upgrade the Mission Planning Software without the prior written consent of the licensor, to be requested from the Commonwealth. |
| S3 | 12345 | Contractor | Mission Planning Software | Yes, Contractor is OEM of Pump | N/A |

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Option B: For where there is CSA data and/or more than 20 licences

2. APPLICABLE LICENCES

2.1 The restrictions that apply to the Products Being Supported provided by the Commonwealth to the Contractor under the Contract are contained in licences that are available in the CSA data [if there is no CSA data, specify the location of the licences].

ATTACHMENT S

3. ADDITIONAL RESTRICTIONS

3.1 Table S-2 sets out additional restrictions that apply to the TD and Software provided as, or as part of, the Products Being Supported (for example, restrictions imposed by the Commonwealth, which are additional to restrictions contained in any licences set out above at section 1 of this Attachment S).

TABLE S-2: ADDITIONAL RESTRICTIONS ON PRODUCTS BEING SUPPORTED

| Unique identifier | Reference Number | Description of TD or Software | Identify the restriction or the licence that contains the restriction |
|-------------------|------------------|-------------------------------|---|
| (a) | (b) | (c) | (d) |
| | | | |
| | | | |
| | | | |

4. EXPORT APPROVAL RESTRICTIONS

4.1 Table S-3 sets out specific Export Approval restrictions that apply to the Contractor's provision of the Services in respect of each Product Being Supported identified below.

TABLE S-3: EXPORT APPROVALS

| Unique identifier | Reference Number | Country of Origin | Description of Product Being Supported (i.e. item or component) | Restriction |
|-------------------|------------------|-------------------|--|-------------|
| (a) | (b) | (c) | (d) | (e) |
| | | | | |
| | | | | |
| | | | | |

ATTACHMENT T

CONTRACT GOVERNANCE FRAMEWORK

1 GOVERNANCE OVERVIEW**1.1 Scope**

- 1.1.1 This Attachment sets out the governance arrangements through which the Commonwealth and the Contractor will manage their bilateral relationship, oversee and guide performance of the Contract, and perform their respective obligations under the Contract to maximise achievement against the objectives specified in clause 1.3 of the COC ('the Objectives').
- 1.1.2 This Attachment addresses:
- a. the general principles and aims of the governance arrangements; and
 - b. the bilateral framework and governance bodies that will oversee and guide performance of the Contract.
- 1.1.3 Nothing in this Attachment, or agreements resulting from the application of this Attachment, changes the scope of the Contract without the change being implemented through a CCP or Approval, as applicable to the nature of the change.
- 1.1.4 For the purposes of this Attachment, 'Enterprise' refers to the combination of the systems program office or program office, capability manager, Contractor and Subcontractors, and other 'fundamental inputs to capability', that together deliver the most effective and efficient Capability outcome for Defence.

1.2 Aim

- 1.2.1 The aim of the governance arrangements is to facilitate the performance of the Contract, including the parties' obligations under the Contract, to achieve the Objectives and to promote 'best for Enterprise' decision making by:
- a. providing leadership, oversight and guidance on performance of the Contract;
 - b. facilitating informed, effective and timely decision making;
 - c. facilitating problem solving and Dispute resolution;
 - d. maximising the value of the skills and knowledge and experience available within the Commonwealth's and the Contractor's organisations by appointing or inviting (as applicable) suitably skilled, knowledgeable and experienced individuals to the governance bodies; and
 - e. ensuring the governance arrangements operate efficiently and effectively.

2 STEERING COMMITTEE GOVERNANCE ARRANGEMENTS**2.1 Membership**

- 2.1.1 The members of the Steering Committee are:

Note to drafters: Add details for members of the Steering Committee, consistent with the functions described below. Permanent members of the Steering Committee, including external parties, should have a long-term involvement with the Capability and/or Contract.

- a. the Senior Representatives specified in the Details Schedule;
- b. [...INSERT Capability Manager or senior representative...]; and
- c. [...INSERT OTHER MEMBERS AS REQUIRED...].

2.2 Functions

- 2.2.1 The principal function of the Steering Committee is to be the most senior forum for the management of the relationship of the parties. Accordingly, the Steering Committee will provide the overarching, high level governance of the Contract in terms of providing strategic oversight and guidance and initiation of action within the Commonwealth and the Contractor

ATTACHMENT T

to maximise the extent to which the Objectives are achieved through performance of the Contract.

2.2.2 The functions of the Steering Committee include:

- a. to exchange views about key matters relevant to work under the Contract, particularly where the work may affect the achievement of the Objectives;
- b. to provide guidance to the Leadership Team;
- c. to provide guidance in relation to, and to prioritise and co-ordinate, any significant CCPs in a manner consistent with achievement of the Objectives;
- d. to act as an advocate for the Enterprise;
- e. to agree key messaging for external communications in relation to the Contract;
- f. to act as the final internal point of Dispute resolution if the Dispute cannot be resolved by the Leadership Team, including by supporting the Senior Representatives to resolve a Dispute in accordance with the Dispute resolution procedure set out in clause 13.1 of the COC; and
- g. to discharge any other function that the parties agree in writing is to be a function of the Steering Committee.

2.3 Meetings

2.3.1 The Steering Committee shall meet twice yearly, or at such other times as either party may require. At least 10 Working Days' prior notice shall be given for meetings. Reduced notice may be given, as is reasonable in the circumstances.

2.3.2 The Steering Committee may invite external advisers and observers to attend Steering Committee meetings from time to time.

2.3.3 The parties agree that meetings shall be conducted in accordance with the arrangements for ad hoc meetings set out in clause 3.4 of the SOW as if the Commonwealth is the party calling the meeting.

3 LEADERSHIP TEAM GOVERNANCE ARRANGEMENTS**3.1 Membership**

3.1.1 The members of the Leadership Team are:

Note to drafters: Add details for members of the Leadership Team, consistent with the functions described below. Permanent members of the Leadership Team should have a long-term involvement with the Capability and/or Contract, and may include representatives from key Approved Subcontractors and Capability Manager's representatives from Other Capabilities.

- a. the Management Representatives specified in the Details Schedule; and
- b. [...INSERT OTHER MEMBERS AS REQUIRED...].

3.2 Functions

3.2.1 The principal functions of the Leadership Team are to:

- a. be a forum for the management of the relationship of the parties;
- b. oversee and provide guidance on key concerns relevant to the performance of work under the Contract (including coordination with related programs, projects or sustainment activities); and
- c. report to the Steering Committee on significant risks impacting the performance of the Contract or achievement against the Objectives.

3.2.2 The functions of the Leadership Team include:

- a. to exchange views about matters relevant to the work under the Contract;
- b. to monitor performance of the Contract and identify and review key opportunities and risks;

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- c. to ensure that appropriate action is taken to mitigate risks and that such action is managed by Personnel best suited to do so;
- d. to monitor the parties' progress towards achieving the Objectives;
- e. to coordinate and collaborate with related programs, projects or sustainment activities, as needed, to ensure the effective performance of the Contract and any related programs, projects or sustainment activities;
- f. to assess the health of the relationship between the parties, and take rectification action, as necessary and appropriate;
- g. to give guidance to the Contract Team and to hold the Contract Team to account for the performance of its functions;
- h. to respond to matters referred for consideration by the Contract Team;
- i. to give advice to the Steering Committee, as required, including generally on the status of the Contract and Disputes that have not been resolved;
- j. to act as a further internal point of Dispute resolution if the Dispute is not resolved by the Contract Team, including by supporting the Management Representatives to resolve a Dispute in accordance with the Dispute resolution procedure set out in clause 13.1 of the COC; and
- k. to discharge any other function that the parties agree in writing is to be a function of the Leadership Team.

3.3 Meetings

- 3.3.1 The Leadership Team shall meet at least three times a year, or at such other times as the parties may agree, generally scheduled to coincide with a Combined Services Performance Review, Contract Performance Review, or other significant review or Milestone.
- 3.3.2 The Leadership Team may invite the Commonwealth Representative and the Contractor Representative to attend meetings as advisers.
- 3.3.3 The Leadership Team may invite external advisers and observers to attend Leadership Team meetings from time to time.
- 3.3.4 The parties agree that meetings shall be conducted in accordance with the arrangements for ad hoc meetings set out in clause 3.4 of the SOW as if the Commonwealth is the party calling the meeting.

4 CONTRACT TEAM GOVERNANCE ARRANGEMENTS**4.1 Membership**

- 4.1.1 The members of the Contract Team are:

Note to drafters: Add details for members of the Contract Team that will perform the functions described below. Permanent members of the Contract Team should have a long-term involvement with the Contract, and may include representatives from Approved Subcontractors, Other Capabilities, and other Associated Parties including ADF regulatory / assurance agencies and customer units.

- a. the Commonwealth Representative;
- b. the Contractor Representative; and
- c. **[...INSERT OTHER MEMBERS AS REQUIRED...]**.

4.2 Functions

- 4.2.1 The principal functions of the Contract Team are to:
 - a. be responsible for the day to day performance of the Contract; and
 - b. report to the Leadership Team on material risks impacting the performance of the Contract or achievement against the Objectives.
- 4.2.2 The functions of the Contract Team include:

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- a. to be informed and keep up to date about the progress of work under the Contract;
- b. to exchange views about matters relevant to the work under the Contract;
- c. to ensure the parties' obligations under the Contract are being appropriately monitored and managed, with prompt action taken as necessary and appropriate by the relevant party (eg, through reallocation of resources, closer management oversight, as necessary) to support performance of the Contract;
- d. to consider and implement, where appropriate, improvements to working level arrangements and activities between the parties to achieve efficiencies and improvements in the quality of performance of the delivery of the Capability;
- e. to identify and review opportunities and risks;
- f. to ensure that appropriate action is taken to give effect to opportunities and to mitigate risks, with such action managed by Personnel best suited to do so;
- g. to assess the health of the relationship between the parties, and take rectification action, as necessary and appropriate;
- h. to give advice to the Leadership Team, as required, including by promptly escalating risks appropriately, particularly those risks which may have a material impact on achievement against the Objectives;
- i. to act as the first internal point of Dispute resolution for the parties for the purposes of the Dispute resolution procedure set out in clause 13.1 of the COC; and
- j. to discharge any other function that the parties agree in writing is to be a function of the Contract Team.

4.3 Meetings

- 4.3.1 Without limiting the Contract (including any requirement to conduct Periodic Performance reviews or ad hoc meetings as required or permitted by the SOW), the Contract Team shall meet or otherwise communicate on an ongoing basis to ensure the effective performance of the Contract.
- 4.3.2 The Contract Team may invite external advisers and observers to attend Contract Team meetings from time to time.

[...INSERT NAME OF CAPABILITY/SYSTEM...] SUPPORT

STATEMENT OF WORK

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ANNEXES

- A. List of Products Being Supported (Core)
- B. Contract Services Requirements List (Core)
- C. Contract Data Requirements List (Core)
- D. List of Referenced Manuals (Optional)
- E. Known Hazards at Commonwealth Premises (Optional)

1. SCOPE (CORE)

Note to drafters: These clauses will require tailoring to meet the specific needs of the Contract. Further guidance on how to tailor these clauses may be found in the SOW Tailoring Guide.

1.1 Purpose (Core)

Note to drafters: Ensure that the definition for the Mission System in the Glossary aligns with the description inserted in the clause below.

- 1.1.1 The purpose of this Statement of Work (SOW) is to state the Commonwealth requirements for work to be carried out under the Contract relating to the provision of Services in support of the [...INSERT NAME OF MISSION SYSTEM OR PART(S) OF IT THAT WILL BE SUPPORTED UNDER THIS CONTRACT...] and the attendant Support System, and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

Note to drafters: In this clause, include background information that will be useful to the tenderers and Contractor. The background clause should be limited to only that information needed to acquaint the reader with the basic support Services requirement. If applicable, include references to supporting information rather than drafting a large background clause. Refer to the SOW Tailoring Guide for further information. If not required, the heading should be retained and '(Not used)' added to the end of the heading. Delete all clauses below the heading.

- 1.2.1 Not used.

2. GENERAL REQUIREMENTS (CORE)

Note to drafters: These clauses will require tailoring to meet the specific needs of the Contract. Further guidance may be found in the SOW Tailoring Guide.

2.1 Scope of Work (Core)

Note to drafters: Not all support contracts will require all of the activities in the list below. Please tailor as required.

2.1.1 The Contractor shall perform all activities necessary for the provision of Services associated with supporting the Products listed at Annex A in accordance with the Contract, including:

- a. provision of management Services;
- b. provision of Operating Support Services;
- c. provision of Engineering Services;
- d. provision of Maintenance Services;
- e. provision of Supply Services;
- f. provision of Training Services;
- g. provision and support of Support Resources, including:
 - (i) Personnel, including Key Persons;
 - (ii) Technical Data;
 - (iii) Support and Test Equipment;
 - (iv) Training Equipment;
 - (v) Packaging;
 - (vi) Facilities; and
 - (vii) computer support;
- h. Australian Industry Capability (AIC) program management;
- i. Quality Management;
- j. Health, Safety and Environmental Management; and
- k. implementation of a Capability Innovations and Efficiencies (CIE) Program.

2.1.2 The Contractor shall provide all Services, in accordance with this SOW and the Contract Services Requirements List (CSRL) at Annex B to this SOW.

2.1.3 Unless otherwise expressly stated in Attachment B or this SOW (including Detailed Service Descriptions (DSDs)), or included as a Service under clause 1.5 of the COC, all Services are Recurring Services and are included in the Recurring Services Fee. Services to be provided as either Survey and Quote (S&Q) Services or Task-Priced Services are indicated as such within each clause.

2.2 Rate of Effort (Core)

Note to drafters: The Rate of Effort clause needs to be consistent with clauses and definitions pertaining to Surge (ie, definitions for Exigency and Contingency) and with the performance-management framework for the draft Contract. Refer to the SOW Tailoring Guide for further information on, and examples of, the types of information to be included in this clause.

2.2.1 The Contractor shall [...INSERT CLAUSE(S) EXPRESSING RATE OF EFFORT REQUIREMENT...]

2.2.2 The Contractor shall prepare and submit a Contract Change Proposal (CCP) to cover changes in the provision of Services and to the Support System that are necessary to meet the requirements of a change to the Rate of Effort.

Note to drafters: Amend the subclauses below to align with the required Services.

- 2.2.3** The CCP submitted pursuant to clause 2.2.2 shall include supporting documentation to justify the implications for the Contract resulting from the change to the Rate of Effort. This supporting documentation shall address such aspects as the implications for:
- a. the Maintenance requirements for each of the Mission Systems listed at Annex A;
 - b. the arising rates and Maintenance requirements for the Repairable Items listed at Annex A;
 - c. the expected demand rates for the Non-Repairable Items listed at Annex A;
 - d. the RSLs for the Repairable Items and the Non-Repairable Items listed at Annex A;
 - e. the Contractor's and Approved Subcontractors' respective workforces; and
 - f. other elements of the Contract, as required by the Commonwealth Representative.

- 2.2.4** If there are no changes to the Contract, other than to this clause 2.2, resulting from the change to the Rate of Effort, the Contractor shall provide the same supporting documentation required under clause 2.2.3 to justify this position, unless otherwise agreed by the Commonwealth Representative.

2.3 Data Management System (Core)

2.3.1 DMS Objectives (Core)

- 2.3.1.1** The Contractor acknowledges that the objectives associated with implementing a Data Management System (DMS) are to achieve:

- a. reduced paperwork through the electronic exchange of data;
- b. access to data through the use of a virtual work environment;
- c. reduced delivery times and shorter cycle times for processing the data items; and
- d. reduced risk through enhanced access to data.

- 2.3.1.2** The Contractor further acknowledges that the reliability, responsiveness and ease-of-use of the DMS and the timeliness for uploading data onto the DMS are critical to the operational effectiveness of the Commonwealth support office.

2.3.2 DMS General Requirements (Core)

Note to tenderers: A DMS may be implemented as a web portal or shared access information system / 'secure cloud' service.

Note to drafters: Amend the following list of data to suit the specific needs of the Contract. Access to the WHSMS is 'core' in order to enable the Commonwealth to fulfil its WHS obligations.

- 2.3.2.1** The Contractor shall develop, implement and maintain a DMS to provide on-line access to the following Contract data including applicable data within the identified management systems ('DMS Contract Data'):
- a. all data items identified in the Contract Data Requirements List (CDRL) for delivery via the DMS;
 - b. the Risk Register required under clause 3.7;
 - c. the Issue Register required under clause 3.8;
 - d. the Quality Management System (QMS) procedures applicable to the Contract;
 - e. the Technical Data management system required under clause 9.2.7;
 - f. all Authorisations required to be held by the Contractor for the Contract;

Option: Include the following clause when an ENVMS is required.

- g. the Environmental Management System (ENVMS) required under clause 12.2.2;
- h. the Work Health and Safety Management System (WHSMS) required under clause 12.3.3;

- i. the model of Total Cost of Ownership (TCO), or data transfer files for the model, as required under clause 13.4;
- j. [...DRAFTER TO INSERT...]; and
- k. other Contract-related Technical Data and Contract Material, as agreed between the Contractor and the Commonwealth Representative.

2.3.2.2 DMS Contract Data that is required to be delivered under the Contract is deemed to have been delivered when delivered in accordance with clause 5.14 of the COC.

Note to drafters: Personnel needing DMS access will depend upon the scope of DMS Contract Data. The number of personnel will help to scope Contractor obligations under clauses 2.3.3 and 2.3.4. Personnel numbers should include all access requirements envisaged for the Term.

2.3.2.3 The Contractor shall provide the following personnel ('Commonwealth Authorised Users') with access to the DMS:

- a. the Commonwealth Representative;
- b. all Resident Personnel; and
- c. [...INSERT NUMBER...] additional Commonwealth Personnel nominated by the Commonwealth Representative.

2.3.2.4 The Contractor may provide Subcontractors with access to the DMS.

Note to drafters: If the Contract will have Resident Personnel, access to the DMS needs to be included in the terms of reference for the Resident Personnel at Attachment L.

2.3.2.5 In addition to the DMS requirements for any Resident Personnel, the Contractor shall ensure that access to the DMS is provided to the Commonwealth Representative at the Contractor's and Approved Subcontractors' premises for the duration of any attendance by the Commonwealth Representative at these premises.

2.3.3 DMS Implementation, Operation and Management (Core)

Note to drafters: The following list may be amended to suit the needs of the Contract.

2.3.3.1 The Contractor shall implement a DMS that meets the objectives in clause 2.3.1. In particular, the Contractor shall implement a DMS that:

- a. provides a controlled repository for all DMS Contract Data;
- b. protects DMS Contract Data against unauthorised access;
- c. caters for both classified and unclassified data;
- d. provides on-line access to the DMS Contract Data in a timely manner for all Commonwealth Authorised Users with the appropriate access rights;
- e. enables all Commonwealth Authorised Users to access both the DMS and the DMS Contract Data at the same time;
- f. provides controls to limit access to DMS Contract Data that may be sensitive to certain parties (eg, Subcontractor access to Contractor performance data);
- g. provides controls to prevent the Commonwealth Authorised Users from replacing or overwriting the Contractor's delivered versions of DMS Contract Data;
- h. where reasonably practicable, allows the DMS Contract Data to be downloaded by a Commonwealth Authorised User for further manipulation (including searching, printing and sorting of tabulated data) in the native document format;
- i. provides access to both current and earlier versions of DMS Contract Data;
- j. provides an index of DMS Contract Data, updated at least weekly, with the index to include the CDRL Line Number or other applicable reference number, title, issue, file name (as applicable), status (eg, working, draft submission, final submission, Approved, and Accepted), date of last change, and location on the DMS;
- k. provides access to uploaded DMS Contract Data that has not yet been indexed;

- l. allows Commonwealth Authorised Users to search the DMS Contract Data;
- m. if DMS Contract Data is required to be delivered to the Commonwealth, provides the Commonwealth Authorised Users with the ability to electronically:
 - (i) acknowledge delivery of the DMS Contract Data, and
 - (ii) comment on the DMS Contract Data;
- n. provides the ability to capture, store, provide access to, and maintain an audit trail of comments provided by the Commonwealth Representative on DMS Contract Data, including comments on current and earlier versions; and
- o. allows the Commonwealth Representative to define access rights for the Commonwealth Authorised Users.

2.3.3.2 The Contractor shall introduce the DMS into operational use in accordance with this clause 2.3 no later than 40 Working Days before the Operative Date.

2.3.3.3 Between the Effective Date and when the DMS is fully available for operational use by the Commonwealth Authorised Users, the Contractor shall deliver all data items, identified in the CDRL for delivery via the DMS in that period, in soft copy.

2.3.3.4 The Contractor shall develop, deliver, and update a Concept of Operation Document for the DMS in accordance with CDRL Line Number MGT-1200.

2.3.3.5 The Contractor shall liaise with the Commonwealth Representative to determine the hardware and software required by the Commonwealth Authorised Users to access the DMS and, subject to clause 2.3.3.6, shall provide all the required hardware and software.

2.3.3.6 The Contractor is not required to provide:

- a. any computing hardware for the Commonwealth Authorised Users to access the DMS, except as otherwise defined in the Contract (eg, for Resident Personnel); or
- b. any cryptographic equipment (eg, to enable electronic exchange of classified data).

2.3.3.7 If the data formats of the DMS Contract Data and/or software programs differ from those specified in the Contract, the Contractor shall provide all additional software programs and all necessary licences to enable the Commonwealth Authorised Users to access and manipulate the DMS Contract Data.

2.3.3.8 Following introduction of the DMS into operational use, the Contractor shall ensure that the DMS remains fully operational for the duration of the Contract.

2.3.3.9 The Contractor shall ensure data protection of the DMS Contract Data such that no more than a day's data can be lost due to a system malfunction (where malfunction includes events such as a malware attack).

2.3.3.10 The Contractor shall ensure that backup systems and processes are in place should the DMS be inoperable for any longer than two Working Days, and shall implement these backup systems and processes within a further Working Day should this event occur.

2.3.4 DMS Training (Optional)

2.3.4.1 The Contractor shall provide all training and associated training materials, in accordance with this clause 2.3.4, necessary to enable the Commonwealth Authorised Users to:

- a. competently utilise the DMS; and
- b. access and manipulate the DMS Contract Data, including where this data involves data formats and software programs that are not specified in the Contract.

Note to drafters: The following clause may be amended if different applications have different user groups (eg, X engineering personnel require Engineering Information System training).

2.3.4.2 The Contractor shall provide DMS training to the Commonwealth Authorised Users identified in clause 2.3.2.3.

2.3.4.3 The Contractor shall provide DMS training to Commonwealth Authorised Users within 10 Working Days (or other timeframe agreed between the parties) of making the DMS available for operational use.

Note to drafters: Amend the following clause to suit the requirements of the Contract.

2.3.4.4 The Contractor shall provide DMS training to the Commonwealth Authorised Users at the following locations:

- a. in [...INSERT LOCATION...], for the Commonwealth support staff located at [...INSERT LOCATION...]; and
- b. at the Contractor's premises, for the Resident Personnel.

2.3.4.5 The Contractor is not required to provide DMS training to Commonwealth Authorised Users, other than the initial training identified in this clause 2.3.4.

2.4 Deliverable Data Items (Core)

2.4.1 Development and Submission of Data Items (Core)

2.4.1.1 The Contractor shall produce, update and deliver all data items to the Commonwealth in accordance with the CDRL at Annex C of this SOW, clause 2.3 and this clause 2.4.

2.4.2 Review, Approval or Non-Approval, and Acceptance of Data Items (Core)

2.4.2.1 The Commonwealth Representative shall:

- a. Review;
- b. Approve or not Approve;
- c. Accept or reject; or
- d. consider a CCP for approval for,

each data item in accordance with the CDRL and this clause 2.4.

2.4.3 Data Item Review (Core)

2.4.3.1 When the CDRL provides that a data item is to be submitted by the Contractor to the Commonwealth Representative for Review, the Commonwealth Representative may provide the Contractor with such comment, information or advice as it considers appropriate. Any comment, information or advice provided:

- a. is intended to be of assistance to the Contractor and shall not be construed as a direction from the Commonwealth Representative to the Contractor;
- b. shall not be taken as Approval or Acceptance of Services or of work that does not conform to the Contract;
- c. shall not waive any provisions of, or release the Contractor from, its obligations under the Contract; and
- d. shall be addressed by the Contractor prior to the Contract Performance Review (CPR), Periodic Performance Review, or Mandated System Review (if applicable) at which the data item is applicable or as part of the next update cycle for that data item, whichever is the earlier.

2.4.3.2 The Contractor acknowledges that the Commonwealth may not provide a response to a data item that is submitted for Review. If the Commonwealth does not provide a response within the Commonwealth action period set out in the CDRL (or as set out in a data item, such as the Approved Technical Data List (TDL)), the Contractor can progress on the assumption that no comment will be provided.

2.4.4 Data Item Approval (Core)

2.4.4.1 If the CDRL requires a data item to be submitted by the Contractor to the Commonwealth Representative for Approval, then the Commonwealth Representative shall, within the action period specified in the CDRL, advise the Contractor that the data item is either Approved or not Approved.

2.4.4.2 If the Commonwealth Representative determines that any data item subject to Approval submitted by the Contractor is not in accordance with the requirements of this Contract, the Commonwealth Representative shall notify the Contractor accordingly. In such event, the

data item shall not be considered to have been submitted and the data item shall be rectified at no additional cost to the Commonwealth.

- 2.4.4.3** If, pursuant to clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of non-Approval of a data item, the Commonwealth Representative shall advise the Contractor of the reasons for non-Approval and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered for Approval.
- 2.4.4.4** The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:
- a. is not clearly understandable;
 - b. does not provide adequate detail;
 - c. is inconsistent with the Contract, including related data items; or
 - d. does not meet the objective of the data item.
- 2.4.4.5** The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.4.4.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.
- 2.4.4.6** If the Commonwealth Representative provides the Contractor with notice of non-Approval in accordance with clause 2.4.4.1 the Contractor shall, within a period equal to the Commonwealth action period defined in the CDRL for the relevant data item (or within such further period as the Commonwealth Representative may allow), deliver the rectified data item for Approval.
- 2.4.4.7** If, within the time specified under clause 2.4.4.6, the Contractor submits the rectified data item as conforming to the requirements of the Contract, the Commonwealth Representative shall be entitled to exercise the rights provided by this clause 2.4 as if the data item had been submitted by the Contractor for the first time.
- 2.4.4.8** If, under clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of Approval, then the data item shall have effect in accordance with that Approval and the task comprising the development of that data item shall be deemed to be accomplished.
- 2.4.4.9** Subject to clause 2.4.8, if the Commonwealth Representative fails to furnish to the Contractor notice of Approval or non-Approval, in accordance with clause 2.4.4.1 within the period specified in the CDRL, then the Contractor may be entitled to claim a postponement of the date for delivery of Services in accordance with clause 6.5 of the conditions of contract (COC).

Note to drafters: Consider the period required to review each data item in the CDRL. Consider the size and complexity of each document; if a draft would have been reviewed; the involvement of external agencies / authorities; and the need to review multiple data items concurrently.

- 2.4.4.10** Approval of a data item by the Commonwealth shall not be construed as:
- a. any more than an indication that the data item appears to the Commonwealth Representative to be capable of being used as a basis for further work;
 - b. limiting the Contractor's responsibility to provide Services in accordance with the requirements of the Contract; and
 - c. an election to not enforce any right under this Contract or any cause of action arising out of or as a consequence of any act or omission of the Contractor or any Contractor Personnel.

2.4.5 Data Item Acceptance (Core)

2.4.5.1 When the SOW or the CDRL provides that a data item is to be submitted for Acceptance, the Contractor shall deliver the data item for Acceptance in accordance with clause 6.8 of the COC.

2.4.6 Data Items Delivered Under Contract Change Proposals (Core)

2.4.6.1 When the SOW or the CDRL provides that a data item is to be submitted via a CCP, the Contractor shall deliver the data item in accordance with clause 11.1 of the COC.

2.4.7 Data Item Updates (Core)

2.4.7.1 The Contractor shall maintain the accuracy, completeness and currency of all data items delivered under the Contract in accordance with the CDRL.

2.4.7.2 If, under clause 2.4.7.1, changes to any data item become necessary, the Contractor shall submit a proposed amendment to the data item to the Commonwealth.

2.4.7.3 A proposed amendment to any data item shall be subject to the same Review and Approval processes specified in this clause 2.4 to the extent of the effect of the proposed amendment.

2.4.7.4 Until a proposed amendment to an Approved data item is Approved, the extant data item shall remain in effect.

2.4.7.5 The Contractor shall bear all costs associated with data item maintenance, except to the extent that the Commonwealth Representative otherwise agrees in writing.

2.4.8 Actioning of Data Items (Core)

2.4.8.1 The Contractor acknowledges that:

- a. the timeframes for the delivery of the data items by the Contractor and the actioning of those data items by the Commonwealth in the CDRL have been determined in light of the numbers of personnel within the Commonwealth team available to action the data items delivered by the Contractor;
- b. the Commonwealth's obligations to action the data items within the timeframes described in the CDRL is subject to the Contractor delivering the data items in accordance with the CDRL; and
- c. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to action the data items within the timeframes specified in the CDRL.

2.4.8.2 If at any time the Contractor's delivery of one or more data items changes because of a delay in the Contractor meeting its obligations under the Contract:

- a. the Commonwealth shall use reasonable endeavours to action the data items within the timeframes described in the CDRL;
- b. the Commonwealth is only required to action data items delivered by the Contractor at the time when Commonwealth resources become available to action the data items; and
- c. if the Commonwealth anticipates that, notwithstanding its reasonable endeavours, it will not action the data items within the timeframes described in the CDRL, it shall promptly notify the Contractor as to when it will action the relevant data items.

2.4.8.3 Subject to clause 2.4.8.4, the Commonwealth's inability to action the data items within the timeframes described in the CDRL in the circumstances described in clause 2.4.8.2 is not an event beyond the reasonable control of the Contractor for the purposes of clause 6.4.1.a of the COC.

2.4.8.4 If the Commonwealth Representative fails to action the data item by the date notified in accordance with clause 2.4.8.2c, then any delay from that date shall be considered a delay caused by the Commonwealth and may entitle the Contractor to claim a postponement of the date for delivery of Services in accordance with clause 6.4 of the COC.

2.5 Draft Data Items included at Attachment K (Optional)

2.5.1 Draft data items are set out in Attachment K.

Note to drafters: Only draft data items subject to Approval or CCP approval after the Effective Date (ED) should be included in Attachment K. DO NOT include any plans that are APPROVED BY ED in Attachment K. All data items to be Approved by ED should be annotated in the CDRL with delivery at 'ED' and the Commonwealth Action Period specified as 'by ED'.

2.5.2 With respect to those draft data items referred to in clause 2.5.1, further versions of these data items delivered in accordance with clause 2.4 shall:

- a. comply in all respects with the requirements of the Contract;
- b. address any Commonwealth comment, information, or advice included in Attachment K; and
- c. not detract from the draft data items (except with the Approval of the Commonwealth Representative) but add further relevant detail.

2.5.3 Any Commonwealth comment, information, or advice provided in Attachment K:

- a. is intended to be of assistance to the Contractor when developing data items;
- b. is not necessarily a complete statement of the issues related to the draft data items; and
- c. does not indicate the Approval or CCP approval (as applicable) of a data item, nor does an absence of comment imply an Approval or CCP approval (as applicable).

2.5.4 Following Approval or CCP approval (as applicable) of a data item that was based on a draft data item referred to in clause 2.5.1, the relevant draft data item shall be considered superseded and withdrawn as an Annex to Attachment K, which will be annotated as 'Not used'. This change will be effected by a CCP issued by the Commonwealth.

2.6 Phase In (Optional)

Note to drafters: Ensure that COC clause 1.5, Operative Date, references this clause 2.6.

2.6.1 Phase In Plan (Core)

2.6.1.1 The Contractor shall develop, deliver and update a Phase In Plan in accordance with CDRL Line Number MGT-600.

2.6.1.2 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the Phase In Plan within 10 Working Days of this request.

2.6.2 Phase In Activities (Core)

2.6.2.1 The Contractor shall conduct Phase In activities in accordance with the Approved Phase In Plan and clause 1.11 of the COC.

2.6.2.2 The Commonwealth shall meet its obligations under the Approved Phase In Plan.

2.6.3 Phase In Register (Optional)

2.6.3.1 The Contractor shall maintain a Phase In Register in accordance with the Approved Phase In Plan.

2.6.3.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Phase In Register for the duration of Phase In.

2.6.4 Phase In Progress Reports (Optional)

2.6.4.1 The Contractor shall prepare and deliver Phase In Progress Reports in accordance with CDRL Line Number MGT-610.

2.6.4.2 If the Commonwealth Representative notifies the Contractor on the basis of any Phase In Progress Report that the Contractor has failed to achieve performance to the levels required under the Contract, the Contractor shall advise the Commonwealth

Representative of the measures proposed to achieve the levels of performance required, and shall reflect the results of such measures as are necessary to re-establish progress in subsequent Phase In Progress Reports until the end of Phase In.

2.7 Ramp Up (Optional)

2.7.1 Ramp Up Planning (Core)

2.7.1.1 The Contractor shall develop, deliver and update a Ramp Up Management Plan in accordance with CDRL Line Number MGT-620.

2.7.1.2 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the Ramp Up Management Plan within 10 Working Days of this request.

2.7.2 Ramp Up Activities (Core)

2.7.2.1 The Contractor shall conduct Ramp Up activities in accordance with the Approved Ramp Up Management Plan and clause 1.12 of the COC.

2.7.2.2 The Commonwealth shall meet its obligations under the Approved Ramp Up Management Plan.

2.7.2.3 The Contractor shall conduct a meeting for each major Ramp Up Milestone to demonstrate the achievement of that Milestone in accordance with the applicable checklist contained within the Approved Ramp Up Management Plan.

2.7.2.4 The Contractor shall combine meetings for Ramp Up Milestones with Periodic Performance Reviews, in accordance with clause 3.4.1.3, unless otherwise notified by the Commonwealth Representative that a meeting is to be conducted as an ad hoc meeting, in accordance with clause 3.4.6.

2.7.3 Ramp Up Progress Reports (Optional)

Note to drafters: Select a level of reporting appropriate for the expected Ramp Up. If progress will only be reported in the CSR (ie, overall Contract status), select Option A. If more frequent Ramp Up Progress Reports are required (eg, monthly), select Option B and update the CDRL.

Option A: Select when the progress of Ramp Up will be reported through the CSR only.

2.7.3.1 Between the Operative Date and the end of Ramp Up, the Contractor shall report the progress of Ramp Up activities in the Contract Status Report.

Option B: Select when separate Ramp Up Progress Reports are to be provided.

2.7.3.2 The Contractor shall prepare and deliver Ramp Up Progress Reports in accordance with CDRL Line Number MGT-630.

2.8 Phase Out (Optional)

2.8.1 Phase Out Plan (Core)

2.8.1.1 The Contractor shall develop, deliver and update a Phase Out Plan in accordance with CDRL Line Number MGT-1300.

2.8.1.2 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the Phase Out Plan within 10 Working Days of this request.

2.8.2 Phase Out Activities (Core)

2.8.2.1 The Contractor shall conduct Phase Out activities in accordance with the Approved Phase Out Plan and clause 13 of the COC.

2.8.3 Phase Out Register (Optional)

2.8.3.1 The Contractor shall maintain a Phase Out Register in accordance with the Approved Phase Out Plan.

- 2.8.3.2** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Phase Out Register for the duration of Phase Out.

3. SUPPORT SERVICES MANAGEMENT (CORE)

3.1 Support Program Objectives (Core)

Note to drafters: The following objectives may be amended to meet specific requirements of the Contract. Ensure that any changes remain consistent with COC clause 1.3.

- 3.1.1 Without limiting or affecting any other provision of the Contract, the Contractor acknowledges that three of the Commonwealth's objectives in entering into the Contract are to achieve the following outcomes:
- a. achievement of the Mission System preparedness requirements through provision of the levels of support defined individually and collectively in the SOW and DSDs;
 - b. set-up, operation and maintenance of the Contractor's elements of the Support System to enable the Mission System preparedness requirements to be met, while minimising the TCO; and
 - c. successful integration of the Contractor and Commonwealth elements of the Support System.

3.2 Support Services Planning (Core)

Note to drafters: An SSMP is required for all contracts. Refer to the SOW Tailoring Guide for guidance on the inclusion of other plans.

3.2.1 Support Services Management Plan (Core)

- 3.2.1.1 The Contractor shall develop, deliver and update a Support Services Management Plan (SSMP) in accordance with CDRL Line Number MGT-100.
- 3.2.1.2 The Contractor shall manage and perform the Services in accordance with the Approved SSMP.
- 3.2.1.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the SSMP within 10 Working Days of this request.

3.2.2 Support Services Master Schedule (Optional)

Note to drafters: If a SSMS is not required then the clauses below should be omitted and the clause should be marked 'Not used'.

- 3.2.2.1 The Contractor shall develop, deliver and update a Support Services Master Schedule (SSMS) in accordance with CDRL Line Number MGT-110.
- 3.2.2.2 The Contractor shall use the Approved SSMS as the primary schedule for managing the Contract.
- 3.2.2.3 If the Contractor develops additional schedules for the Services, the Contractor shall ensure that the additional schedules are consistent with the Approved SSMS. If there is any inconsistency between the Approved SSMS and any additional schedule, the Approved SSMS shall, to the extent of the inconsistency, prevail.
- 3.2.2.4 If the Contractor produces the SSMS using a software package not held by the Commonwealth Representative, the Contractor shall, on request, provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the SSMS as required.
- 3.2.2.5 The Contractor may amend the Approved SSMS, without first obtaining the Commonwealth's Approval under clause 2.4.4 as long as:
- a. payments under the Contract are not affected;
 - b. the scheduled dates for Contract Milestones are not affected; and
 - c. the ability of the Commonwealth to meet its obligations under the Contract is not affected.
- 3.2.2.6 Commonwealth Approval of an amendment to the Approved SSMS under clause 3.2.2.5 shall be obtained when the next update to the SSMS is required, as specified in the CDRL.

3.2.3 Contract Work Breakdown Structure (Optional)

Note to drafters: For medium-to-large contracts (eg, over \$10m per year), a CWBS provides insight into the scoping of the Contract. A CWBS may not be required for more simple contracts.

- 3.2.3.1 The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL Line Number MGT-120.
- 3.2.3.2 The Contractor shall manage the Contract in accordance with the Approved CWBS.
- 3.2.3.3 The Contractor may amend the Approved CWBS, without first obtaining the Commonwealth's Approval under clause 2.4.4 as long as:
- all elements affected by the amendment are below the reporting level;
 - the amendments are consistent with the Approved CWBS; and
 - the Commonwealth is notified within 40 Working Days of the changes being made.

3.2.4 Surge (Optional)

Note to drafters: Select Option A for a stand-alone SMP or Option B if Surge management planning is to be included in the SSMP (and remove the SMP from the CDRL). If not applicable, the clauses may be replaced with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

Option A: For when a stand-alone Surge Management Plan is required:

- 3.2.4.1 The Contractor shall develop, deliver and update a Surge Management Plan (SMP) in accordance with CDRL Line Number MGT-1600.

Option B: For when the Surge Management Plan may be incorporated into the SSMP:

- 3.2.4.2 The Contractor shall describe its proposed Surge management procedures and activities in the SSMP.

- 3.2.4.3 The Contractor shall provide the increase in capacity to meet the Commonwealth's Surge requirements in accordance with the Approved [...INSERT 'SMP' OR 'SSMP'...] when requested to do so by the Commonwealth Representative.
- 3.2.4.4 Except where otherwise addressed in the Contract, additional work performed by the Contractor to meet Surge requirements shall be undertaken as S&Q Services.

3.2.5 Performance Measurement (Core)

3.2.5.1 Performance Measurement Objectives (Core)

Note to drafters: This clause may be tailored for the program and contracting strategy.

- 3.2.5.1.1 The Contractor acknowledges that the objectives of the performance measurement program are to:
- assess the effectiveness of the Services being provided (individually and collectively) and to monitor the Products Being Supported, through measuring, recording, and analysing the measured performance, including for Key Performance Indicators (KPIs) and Other Performance Measures (OPMs) required under the Contract;
 - report the results to the Commonwealth, including any deficiencies and trends in performance; and
 - identify the cause of deficiencies or opportunities for improvement.

3.2.5.2 Performance Measurement Planning (Core)

Note to drafters: Select Option A for a stand-alone SPMP or Option B if performance measurement planning is to be included in the SSMP (and amend the CDRL to remove the SPMP).

Option A: For when a stand-alone SPMP is required:

- 3.2.5.2.1 The Contractor shall develop, deliver and update a Support Performance Measurement Plan (SPMP) in accordance with CDRL Line Number MGT-130.

Option B: For when planning for performance measurement is to be rolled up into the SSMP:

3.2.5.2.2 The Contractor shall address management of, and planning for, performance measurement in the SSMP.

3.2.5.2.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the [...INSERT 'SPMP' OR 'SSMP'...] within 10 Working Days of this request.

3.2.5.2.4 The Contractor shall conduct all performance measurement activities for the Contract in accordance with the Approved [...INSERT 'SPMP' OR 'SSMP'...].

3.2.5.2.5 The Contractor shall ensure that all Subcontractor performance measurement activities are performed in accordance with the Approved [...INSERT 'SPMP' OR 'SSMP'...].

3.2.5.3 Performance Measurement Activities (Core)

3.2.5.3.1 The Contractor shall measure, analyse and record performance against all Performance Measures required under the Contract, in accordance with Attachment P and Attachment Q, as applicable, and the Approved [...INSERT 'SPMP' OR 'SSMP'...], and:

- a. score its performance against all KPIs; and
- b. score the results of OPMs, whether or not they are directly applicable to Contractor performance.

3.2.5.3.2 The Contractor shall develop, deliver and update a Support Services Verification Matrix (SSVM) in accordance with CDRL Line Number MGT-370.

3.2.5.3.3 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's SSVM at all times during the Term.

3.2.5.3.4 Without limiting clause 2.4, the Commonwealth Representative shall assess the SSVM to ascertain whether the data presented correctly represents the operation of the Contract and the Contractor's performance over each Review Period (or part thereof). The Commonwealth Representative may request further information from the Contractor, and the Contractor shall supply that further information in a timely manner.

3.2.5.3.5 The Contractor shall include the results of performance measurement activities in Performance Measurement Reports (PMRs), as a portion of Contract Status Reports (CSRs), under clause 3.4.1.

3.2.5.3.6 Without limiting any other provision of the Contract, if the Contractor's performance for a KPI is within Performance Bands C or D for a Review Period, or the Commonwealth Representative reasonably believes that the Contractor's performance for a KPI is likely to be within Performance Bands C or D for a Review Period and notifies the Contractor accordingly, the Contractor shall promptly:

- a. investigate the cause of the failure(s) or non-performance;
- b. submit a Remediation Plan, in accordance with clause 6.12 of the COC, to the Commonwealth Representative along with the SSVM details that identify the failures; and
- c. undertake the steps and activities identified in the Approved Remediation Plan, and any reasonably necessary actions the Commonwealth Representative may direct, to minimise the impact of the failure and to prevent a recurrence.

3.2.5.3.7 The Contractor shall:

- a. retain hard or soft copies of all data and information used in determining the Adjusted Performance Score (APS) for each KPI, and the results for each OPM, including a clear record of the relevant date(s) and time(s) for each item of data and information;
- b. unless otherwise authorised in writing by the Commonwealth Representative, retain that data and information for at least seven years after the expiration or earlier termination of the Contract; and

- c. if requested by the Commonwealth Representative, provide the Commonwealth Representative with a copy of all or part of that data and information retained in accordance with clause 3.2.5.3.7a.

3.2.5.4 Variations to OPMs (Optional)

- 3.2.5.4.1** The parties acknowledge and agree that the OPMs may need to be varied over the Term in accordance with clause 1.3 of Attachment Q.

3.2.5.5 Performance Implementation Period (Optional)

Note to drafters: A PIP is a staged increase in Performance Payments and, if applicable, the performance assessment processes at the start of a contract. The PIP is defined in Annex C to Attachment B (payments) and Annex B to Attachment P (KPIs). If a PIP is required, insert the governing plan into the clause below. If not required, replace the clauses with 'Not used'.

- 3.2.5.5.1** The Contractor shall undertake all Performance Implementation Period (PIP) activities in accordance with the Contract and the Approved [...INSERT 'SSMP' OR 'SSMP'...].
- 3.2.5.5.2** At a period not less than one month before the completion of the PIP, a PIP Completion Review shall be convened to evaluate the PIP in meeting its purpose, as defined in Annex B to Attachment P, and the changes, if any, required to measurement and reporting processes supporting the performance assessment processes.
- 3.2.5.5.3** The parties shall conduct the PIP Completion Review, required by clause 3.2.5.5.2, as an ad hoc meeting in accordance with clause 3.4.6, with the meeting conducted as if the Commonwealth Representative had called the ad hoc meeting.

3.3 Quoting for Survey and Quote Services (Core)

3.3.1 Survey and Quote Process (Core)

- 3.3.1.1** The Commonwealth Representative may issue requests to the Contractor for S&Q Services (eg, to implement a modification during Maintenance), in which case the Contractor shall comply with the requirements of clauses 3.13 and 3.15 of the COC and CDRL Line Number MGT-1000.
- 3.3.1.2** In response to the Contractor identifying an additional requirement (eg, as a result of Preventive Maintenance inspections) that is not included within the scope of Recurring Services, the Contractor shall firstly determine if the requirement is defined and can be undertaken as a Task-Priced Service in accordance with clause 3.14 of the COC, or can be undertaken as a Pre-Authorised Ad Hoc Service in accordance with clause 3.16 of the COC, before seeking to initiate an S&Q Service in accordance with clause 3.15 of the COC.

3.3.2 Survey and Quote Work Plans (Core)

- 3.3.2.1** Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall develop and submit, as part of its S&Q quotation, a work plan that is commensurate with the level of work required.
- 3.3.2.2** Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor's work plan pursuant to clause 3.3.2.1 shall include:
 - a. a resource-loaded schedule, which shows the major milestones and projected dates and which is divided, if possible, into tasks of no longer than two weeks and which clearly identifies the individual resources, including Subcontractors, involved in the tasks;
 - b. the number of people (by labour category) and trades / skill requirements;
 - c. an itemised list of material requirements, including costs;
 - d. any major data requirements;
 - e. a breakdown of any Subcontractor costs associated with labour (by labour category), materials and any other costs; and
 - f. any other applicable costs, including costs for licencing any additional Contractor Intellectual Property (IP) or Subcontractor IP being brought to the Contract.

3.3.3 Adverse Impact of Survey and Quote Work (Core)

3.3.3.1 If proposed S&Q Services are likely to have an adverse impact on existing Contract work, overall cost, schedule, Mission System availability or performance, the Contractor shall identify such impacts to the Commonwealth Representative as part of its S&Q quotation.

3.3.3.2 The Commonwealth Representative may reconsider progression of S&Q Services in view of the adverse impacts advised by the Contractor under clause 3.3.3.1.

3.4 Support Services Communication Strategy (Core)

3.4.1 Periodic Performance Reviews (Core)

3.4.1.1 The Contractor shall conduct Periodic Performance Reviews in accordance with the Approved SSMP to report on and review:

- a. the performance of Services provided in the period just completed against the requirements of the Contract, including the requirements of the SOW and relevant Detailed Service Descriptions;
- b. the estimated requirements for Services in the next and future periods; and
- c. any issues or risks that could affect the provision of Services in future periods.

3.4.1.2 The Contractor shall, upon request, make information and data supporting the reviews available to the Commonwealth Representative within three Working Days of this request.

3.4.1.3 If multiple Periodic Performance Reviews (eg, Contract Performance Review, combined or individual Services performance reviews) are scheduled to occur in the same month, the Contractor may combine these Periodic Performance Reviews into a single review, except where otherwise notified by the Commonwealth Representative.

3.4.1.4 Unless otherwise specified in the Contract, the Contractor shall prepare and deliver Agendas for each Periodic Performance Review in accordance with CDRL Line Number MGT-500.

Note to drafters: Select the optional clause below for the party that will prepare Minutes for all review meetings, unless specified otherwise under clauses for those review meetings.

Option A: For when the Contractor is to take Minutes:

3.4.1.5 Unless otherwise specified in the Contract, the Contractor shall prepare and deliver Minutes for each Periodic Performance Review in accordance with CDRL Line Number MGT-510.

Option B: For when the Commonwealth is to take Minutes:

3.4.1.6 Unless otherwise specified in the Contract, the Commonwealth Representative shall arrange for the preparation and delivery of Minutes for each Periodic Performance Review.

3.4.2 Contract Status Reports

3.4.2.1 The Contractor shall prepare and deliver Contract Status Reports (CSRs) in accordance with CDRL Line Number MGT-300.

Note to drafters: The following clauses allow the PMR and the CIE Report to be delivered separate to the rest of the CSR, allowing results to be presented immediately after each Review Period. Refer to the SOW Tailoring Guide for further information.

Option: For the PMR and the CIE Report to be delivered separate to other parts of the CSR.

3.4.2.2 The Contractor shall prepare and deliver Performance Measurement Reports (PMRs), as part of the CSRs, in accordance with CDRL Line Number MGT-300.

3.4.2.3 The Contractor shall prepare and deliver CIE Reports, as part of the CSRs, in accordance with CDRL Line Number MGT-300.

3.4.3 Combined Services Summary Reports

3.4.3.1 The Contractor shall prepare and deliver Combined Services Summary Reports (CSSRs) in accordance with CDRL Line Number MGT-350.

3.4.4 Remediation

Note to drafters: Modify the following clause for the actual reports in the draft Contract.

3.4.4.1 The Commonwealth Representative may notify the Contractor on the basis of any CSR, CSSR, other report, or a specific clause under the Contract, that the Contractor has failed to achieve performance to the levels required under the Contract, and when such a notification is provided, the Contractor agrees that:

- a. if this notice requires the Contractor to submit a Remediation Plan under clause 6.12 of the COC, the Contractor shall report on its progress in implementing the steps identified in the Approved Remediation Plan and the resulting outcomes achieved:
 - (i) in accordance with the reporting requirements specified in the Approved Remediation Plan;
 - (ii) if no reporting requirements are specified in the Approved Remediation Plan, on a monthly basis; and
 - (iii) as required by the CSR; and
- b. if a notice does not require a Remediation Plan, the Contractor shall advise the Commonwealth Representative of the measures proposed to achieve the levels of performance required, and shall reflect the results of such measures as are necessary to re-establish Contract performance in subsequent CSRs, CSSRs or other applicable reports.

3.4.4.2 Once a Remediation Plan is Approved, the Contractor shall complete all of the steps and activities contained in the Approved Remediation Plan within the timeframe specified in the Approved Remediation Plan.

3.4.5 Combined Services Performance Reviews (Optional)

Note to drafters: The provisions below are structured for large, conventional support regimes. Noting the desire for flexibility (refer to the SOW Tailoring Guide), these provisions could need significant amendment. Drafters should consider addressing this issue during Contract Negotiations to ensure that an effective approach to meetings is defined in the Contract.

3.4.5.1 The Contractor shall conduct Combined Services Performance Reviews at intervals of no greater than [...INSERT REVIEW PERIOD IN WORDS EG. 'three'...] months unless otherwise agreed with the Commonwealth Representative.

3.4.5.2 The parties acknowledge that the aim of the Combined Services Performance Reviews is to provide an opportunity for the parties to discuss the provision of Services, including any issues relating to the Services or the Products Being Supported (or both).

3.4.5.3 Each Combined Services Performance Review will consider the matters reported in the applicable Combined Services Summary Reports and other applicable reports, the quality of Services being provided, resolving shortfalls, planning for major work requirements associated with Ad Hoc Services, and planning for any predicted changes in on-going Service requirements.

Note: The number of attendees at a Combined Services Performance Review will depend upon the scope of Services provided and the concurrent scheduling of reviews for those Services through clauses 4 to 8 and clause 3.4.1.3.

3.4.5.4 Combined Services Performance Reviews shall be conducted by:

- a. the Commonwealth Representative;
- b. Commonwealth Personnel, nominated by the Commonwealth Representative, representing interests in each of the Services to be discussed at the review;
- c. the Contractor Representative;

- d. Contractor and Subcontractor Personnel nominated by the Contractor, representing interests in each of the Services to be discussed at the review; and
- e. such other persons as the parties may agree.

3.4.5.5 The Commonwealth Representative, or if the Commonwealth Representative is not present a Commonwealth person nominated for clause 3.4.5.4b, for the Combined Services Performance Review shall chair the review meeting.

3.4.5.6 A Combined Services Performance Review shall not be conducted until the Commonwealth Representative has agreed the time and place of the Combined Services Performance Review.

Option: For when Approved Subcontractors may be required to attend Combined Services Performance Review meetings.

3.4.5.7 When requested by the Commonwealth Representative, the Contractor shall ensure that Approved Subcontractors' representatives participate in each Combined Services Performance Review, as appropriate to the subject and objectives of the meeting.

3.4.5.8 The Contractor shall provide all facilities (including the venue), materials and services reasonably required for the conduct of Combined Services Performance Reviews.

3.4.6 Ad Hoc Meetings (Core)

3.4.6.1 When scheduling ad hoc meetings, the party calling the meeting shall:

- a. provide the other party with reasonable advance notice of such meetings;
- b. advise the other party of the specific requirements for the meeting, including the nature of the issues to be discussed and requirements for the preparation and delivery of associated information by the other party;
- c. deliver an Agenda to the other party before each ad hoc meeting in accordance with CDRL Line Number MGT-500; and
- d. chair the meeting, unless otherwise directed by the Commonwealth Representative.

3.4.6.2 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of ad hoc meetings. Ad hoc meetings may be held virtually when agreed by the Commonwealth Representative.

3.4.6.3 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Subcontractors' representatives participate in each ad hoc meeting, as appropriate to the subject and objectives of the meeting.

3.4.6.4 The party that chairs the meeting shall prepare and deliver Minutes for each ad hoc meeting in accordance with CDRL Line Number MGT-510.

3.4.7 Contract Performance Reviews (Core)

Note to tenderers: The CPR considers the content of the CSR, results from other reviews, and commercial issues. The intent is to examine the Contract activities in a holistic sense and identify areas for improvement. CPRs may involve senior managers from both parties.

3.4.7.1 The parties shall jointly conduct CPRs at intervals of no greater than [...INSERT REVIEW PERIOD IN WORDS EG 'six'...] months or as otherwise agreed between the parties in writing.

3.4.7.2 The parties acknowledge that the aims of the CPRs are:

- a. to consider the factors reported in CSRs, including problems, opportunities, risks and Issues relating to the Services or the Products Being Supported (or both); and
- b. to facilitate the early identification and mitigation of the adverse effects of the Contractor's and the Commonwealth's performance on the Contract, and to deal with external changes impacting upon the Contract.

3.4.7.3 A CPR may also consider proposals for adjustments to Performance Measures, including KPIs, but has no authority to amend the Contract.

- 3.4.7.4** CPRs shall be conducted by:
- the Commonwealth Representative and up to [...INSERT NUMBER...] Commonwealth Personnel nominated by the Commonwealth Representative;
 - the Contractor Representative and up to [...INSERT NUMBER...] Contractor Personnel nominated by the Contractor; and
 - such other persons as the parties may agree.
- 3.4.7.5** The Commonwealth Representative or, if the Commonwealth Representative is not present, one of the Commonwealth Personnel nominated for clause 3.4.7.4a for the CPR, shall chair the review meeting.
- 3.4.7.6** A CPR shall not be conducted until the Commonwealth Representative has agreed the time and place of the CPR.
- 3.4.7.7** The Contractor shall provide all facilities (including the meeting venue), materials and services reasonably required for the conduct of CPRs.
- 3.4.8 Performance Assessment Reviews (Core)**
- 3.4.8.1** The parties acknowledge that the aims of the Performance Assessment Reviews are, for the relevant Review Period(s), to enable the Commonwealth to:
- consider the Contractor's Adjusted Performance Score (APS) for each KPI, and the performance results against each applicable OPM;
 - provide an appraisal of the Contractor's performance, including in relation to:
 - any matter reported in the PMR portion of a CSR, and the SSVM; and
 - other matters relevant to the Contractor's performance (eg, Remediation Plans required in accordance with clause 3.2.5.3.6);
 - consider evidence provided by the Contractor in support of any claims for an adjustment to the APS and the resultant Performance Band, under clause 6.5 of the COC, or any other claims related to Performance Relief;
 - determine the Performance Payments; and
 - review the analysis of potential Innovations / Efficiencies (IEs), the progress of Approved IEs being managed in accordance with clause 13.3, and the impact on the Capability, AIC and TCO.
- 3.4.8.2** The parties shall jointly conduct a Performance Assessment Review for each Review Period. The Performance Assessment Review shall be held:
- no later than 10 Working Days after the end of the Review Period and at least three Working Days after the Commonwealth receives the PMR and any supporting information reasonably required by the Commonwealth Representative to enable the objectives of the Performance Assessment Review to be achieved; or
 - at a later time agreed by the Commonwealth Representative in writing.
- 3.4.8.3** The Commonwealth may, in its discretion, require more frequent reviews of Contractor performance than specified in clause 3.4.8.1 (ie, to assess interim performance within a Review Period) where the Contractor's performance assessed against any KPI has been:
- in Performance Band C in the two previous consecutive Review Periods; or
 - in Performance Band D in either of the two previous Review Periods.
- 3.4.8.4** The parties shall conduct any meetings required under clause 3.4.8.3 as ad hoc meetings in accordance with clause 3.4.6, with each meeting conducted as if the Commonwealth Representative had called the meeting.
- 3.4.8.5** Subject to clause 3.4.1.3, the Performance Assessment Review shall be appended to Combined Services Performance Review meetings required under clause 3.4.5.
- 3.4.8.6** A Performance Assessment Review shall be conducted by:

- a. the Commonwealth Representative, [...IF APPLICABLE, ADD 'the TCO IV&V Agent' (refer clause 13.5)...] and up to [...INSERT NUMBER...] Commonwealth Personnel nominated by the Commonwealth Representative;
- b. the Contractor Representative, CIE Manager, and up to [...INSERT NUMBER...] Contractor Personnel nominated by the Contractor; and
- c. such other persons as the parties may agree.

3.4.8.7 The Commonwealth Representative or, if the Commonwealth Representative is not present, one of the Commonwealth Personnel nominated for clause 3.4.8.6a for the Performance Assessment Review, shall chair the review meeting.

3.4.8.8 At a Performance Assessment Review, with respect to assessments using KPIs:

- a. the Contractor shall present the performance information, in accordance with the PMR, for review, discussion and Approval, including its views in respect of:

Note to drafters: Include reference to Event Performance Ratings in the following clause only if event-based KPIs are included in Attachment P, otherwise delete.

- (i) the Achieved Performance [... INSERT ', Event Performance Ratings'...] and APS;
- (ii) details of its progress in preparing any Remediation Plans required to be submitted for Approval, or in performing any Remediation Plans which have been Approved, in accordance with clause 3.2.5.3.6;

Option: For when Performance Incentives are available through Annex C to Attachment B.

- (iii) if Performance Incentives are applicable, an account of results to demonstrate that restrictions on certain payments, as determined by clause 7.10 of the COC, do not apply;

- (iv) other relevant matters relating to the Contractor's performance, including any matters required by the Commonwealth Representative; and
- (v) supporting information and trend analyses;
- b. the Contractor shall make a recommendation of the amount of the Performance Payment in respect of the Review Period(s) under consideration, calculated in accordance with Annex C to Attachment B;
- c. if the parties do not agree regarding the measurement and calculation of:
 - (i) any performance information; or
 - (ii) the Performance Payment payable to the Contractor;
 then, during the Performance Assessment Review:

Note to drafters: Include reference to Event Performance Ratings in the following clause only if event-based KPIs are included in Attachment P, otherwise delete.

- (iii) they shall jointly review the performance measurement data and performance information and recalculate the Achieved Performance [... INSERT 'or Event Performance Rating, as applicable,'...] and APS for each KPI, evaluate any adjustments to the APS and the resultant Performance Bands that have been agreed by the Commonwealth Representative (if applicable), and re-calculate the Performance Payments (if applicable); and
- (iv) the Commonwealth chair of the Performance Assessment Review shall make a determination regarding the calculation of the performance results and APS for each KPI, and the Performance Payments.

3.4.8.9 At a Performance Assessment Review, with respect to the CIE Program:

- a. the Contractor shall present a summary of the progress made in implementing Approved IEs, as reported in the CIE Report portion of the CSR;
- b. the parties shall:

- (i) address any risks and Issues related to further progressing the implementation of Approved IEs; and
- (ii) discuss newly proposed IEs, if applicable; and
- c. the Commonwealth shall assess the Contractor's performance in relation to the CIE Program for the period since the previous Performance Assessment Review in accordance with clause 3.4.8.10.

Note to drafters: Ratings for the CIE Program are related to Award Terms, if included under COC clause 1.9. For Fixed-Term or Renewal Term contracts, the following option should be deleted.

Option: Include when performance in relation to the CIE Program will be rated.

3.4.8.10 The Commonwealth will rate the Contractor's performance in relation to the CIE Program as **satisfactory** if in the period since the previous Performance Assessment Review, and in the Commonwealth Representative's reasonable assessment, the Contractor has:

- a. actively promoted the objectives of the CIE Program as specified in clause 13.2.1;
- b. used its best endeavours to identify IEs and, consistent with the objectives of the CIE Program, taken appropriate actions when there are risks and uncertainties associated with the identified IEs;
- c. fully and unconditionally consulted, co-operated and co-ordinated with the Commonwealth in relation to all aspects of the CIE Program, including with respect to:
 - (i) being open and transparent with the Commonwealth in relation to individual IEs within each category defined in clause 13.2.1 and the implications for the Contract, including in relation to cost, schedule, performance, the ADF Capability Objectives and the AIC Objectives; and
 - (ii) the provision and auditing of cost information, the development and analysis of cost models, and the identification and analysis of cost drivers; and
- d. complied with the Approved IEIP in relation to the management of the CIE Program and the implementation of Approved IEs, except when otherwise agreed, in advance and in writing, by the Commonwealth Representative.

3.4.8.11 The Commonwealth shall rate the Contractor's performance for the CIE Program, for the Review Period, as **unsatisfactory** if any of the requirements of clauses 3.4.8.10a to 3.4.8.10d have not been met.

3.4.8.12 The Contractor shall provide all facilities (including the venue), materials and services reasonably required for the conduct of Performance Assessment Reviews.

3.4.8.13 The Commonwealth Representative shall arrange for the preparation and delivery of Minutes for each Performance Assessment Review.

3.4.9 Periodic Cost Reviews (Optional)

Note to drafters: Include this clause if Periodic Cost Reviews will be included in COC clause 1.10, and update accordingly. If Periodic Cost Reviews are not applicable to the Contract, then the clauses can be replaced with a single 'Not used'.

3.4.9.1 The Commonwealth may notify the Contractor that a Periodic Cost Review will be held in connection with a potential grant of [...INSERT EITHER 'an Award Term' OR 'a Renewal Term'...] or as otherwise determined in accordance with clause 1.10 of the COC.

3.4.9.2 The parties acknowledge that the aims of a Periodic Cost Review are to provide the information needed to enable the Commonwealth to:

- a. determine the Allowable Costs that the Contractor has incurred in providing Recurring Services in the period (**Cost Review Period**) since the previous Periodic Cost Review or otherwise since the Operative Date;

- b. determine the savings achieved in the Cost Review Period by the Contractor flowing from TCO-related Approved IEs and otherwise, having regard to any change in the scope of the Recurring Services during the Cost Review Period;
- c. determine the likely Allowable Costs to be incurred by the Contractor in the proposed [...INSERT EITHER 'Award Term' OR 'Renewal Term'...], having regard to any proposed change in the scope of the Recurring Services for that [...INSERT EITHER 'Award Term' OR 'Renewal Term'...]; and
- d. ensure that the Contract represents, and will continue to represent throughout the proposed [...INSERT EITHER 'Award Term' OR 'Renewal Term'...], value for money to the Commonwealth.

3.4.9.3 The parties shall conduct any meetings held for the purposes of a Periodic Cost Review as ad hoc meetings in accordance with clause 3.4.6, with each meeting being conducted as if the Commonwealth Representative had called the meeting.

3.4.9.4 The Commonwealth shall notify the Contractor of the outcomes of the Periodic Cost Review no later than [...INSERT PERIOD...] after the Review is completed.

3.5 Subcontractor Management (Optional)

Note to drafters: See SOW Tailoring Guide. Mark the clause as 'Not used.' if not required.

3.5.1 Subcontractor Planning (Core)

3.5.1.1 The Contractor shall ensure that Approved Subcontractors manage their contracts in accordance with their own management plans.

3.5.1.2 The Contractor shall ensure that Approved Subcontractors implement corrective actions to address any deviations from any plan.

3.5.2 Subcontract Status Reporting (Core)

3.5.2.1 The Contractor shall ensure that Approved Subcontractors prepare and deliver Subcontract status reports to the Contractor at the same intervals that the Contractor reports to the Commonwealth Representative.

3.5.2.2 The Contractor shall summarise the Subcontract status reports in the CSR.

3.5.2.3 Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontract status reports within five Working Days of this request.

3.6 Co-ordination and Co-operation (Core)

3.6.1 The Contractor acknowledges that the performance of its obligations under the Contract may require:

- a. interoperation and/or integration with Other Capabilities; and
- b. consultation, co-ordination and co-operation with Associated Parties.

3.6.2 Without limiting clause 3.2 of the COC, the Contractor shall:

- a. co-operate with all Associated Parties, as may be necessary or required by the Commonwealth, to ensure the interoperation and/or integration of the Mission System and other Products Being Supported with Other Capabilities;
- b. consult, co-ordinate and co-operate as may be necessary or required by the Commonwealth, with all Associated Parties (including outgoing and incoming contractors) to ensure that:
 - (i) the Services are provided in accordance with safety, security and other requirements of the Contract;
 - (ii) the Services do not impact on or interfere with the performance of Other Capabilities or the completion of activities by Associated Parties; and
 - (iii) a coordinated approach is taken, when required, in relation to the implementation and utilisation of Industrial Capabilities; and

- c. bring any causes, or likely causes, of interruption to the operation of the Products or to the performance of the Services, in connection with Other Capabilities and Associated Parties, to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.

3.6.3 The Contractor acknowledges that the Commonwealth is the system manager for the [...INSERT NAME OF MISSION SYSTEM(S)...] and its Support System, which includes overall responsibility for:

- a. Materiel Certification / Type Certification;
- b. Configuration Management;
- c. system safety, including management of the [...INSERT NAME OF MISSION SYSTEM(S)...] safety case(s);
- d. system security risk management and Security Authorisation(s);
- e. [...DRAFTER TO INSERT...]; and
- f. [...DRAFTER TO INSERT...].

Option: For when Associated Parties will have responsibility for system-level management, such as Certification and Configuration Management (CM) functions for the Mission System and Support System, and the Contractor will be required to co-ordinate and co-operate with the Associated Parties to ensure that system-level records are maintained.

3.6.4 The Contractor acknowledges that the Commonwealth Representative may authorise one or more Associated Parties to undertake elements of the system-level responsibilities identified in clause 3.6.3.

3.6.5 Subject to clause 3.6.6, the Contractor shall notify the Commonwealth Representative and the applicable Associated Parties, when the Contractor either identifies an issue or undertakes work that either affects or is otherwise relevant to one or more of the system-level responsibilities identified in clause 3.6.3, in accordance with the following timeframes (or other timeframes agreed by the Commonwealth Representative):

- a. for any matter that affects system safety, within one Working Day;
- b. for any high-risk (or higher) vulnerability that affects system security (as determined in accordance with the [...INSERT 'Approved In-Service Security Management Plan (ISSMP)' OR 'risk management section of the Approved SSMP'...]), within one Working Day; and
- c. for all other matters, within 10 Working Days.

3.6.6 The Contractor does not need to notify either the Commonwealth Representative or the Associated Parties in accordance with clause 3.6.5 when it will naturally provide notification to these parties as part of the Services.

3.7 Risk Management (Core)

3.7.1 The Contractor shall address risk management in the SSMP.

3.7.2 The Contractor shall manage risks in accordance with the Approved SSMP.

3.7.3 The Contractor shall maintain a Risk Register in accordance with the Approved SSMP.

3.7.4 The Contractor shall update the Risk Register prior to the submission of the CSR to ensure that each CSR represents the current status of the Contract risks.

Option: The following clause is not required if the Risk Register is included in the DMS.

The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth to access the Risk Register for the Term.

3.8 Issue Management (Core)

3.8.1 The Contractor shall address Issue management in the SSMP.

3.8.2 The Contractor shall manage Issues in accordance with the Approved SSMP.

- 3.8.3** The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.
- 3.8.4** The Contractor shall maintain an Issue Register in accordance with the Approved SSMP.

Option: The following clause is not required if the Issue Register is included in the DMS.

The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Issue Register for the Term.

3.9 Maintenance of Contractual Documents (Core)

3.9.1 Configuration Management of the Contract (Core)

- 3.9.1.1** The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.
- 3.9.1.2** The Contractor shall archive all superseded versions of the Contract so that the exact status of the Contract at any previous time can be determined from the archived versions of the Contract material.

3.9.2 Subcontract Configuration Management (Core)

- 3.9.2.1** The Contractor shall incorporate all changes to its Subcontracts and maintain configured copies of these Subcontracts.
- 3.9.2.2** The Contractor shall archive all superseded versions of Subcontracts so that the exact status of the Subcontracts at any previous time can be determined from the archived versions of the Subcontract material.

3.10 Independent Verification and Validation (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for optional clauses and guidance on how to implement Independent Verification and Validation clauses.

- 3.10.1** Not used.

3.11 Contractor Managed Commonwealth Assets (Core)

3.11.1 Provision and Management of Government Furnished Material (Optional)

Note to drafters: This clause is required when GFM will be provided to the Contractor. If not required, delete the following clauses and annotated the heading with 'Not used'.

If safety-related information is not contained within associated Technical Data, additional information will need to be provided as GFI or GFD. Refer to CASsafe Regulated Hazard 09: 'Plant' regarding obligations to manage and control risks associated with plant/equipment.

Note: The Commonwealth is to provide applicable safety-related information for GFE.

- 3.11.1.1** Subject to clause 3.6 of the COC, the Commonwealth shall deliver or provide access to Government Furnished Material (GFM) to the Contractor at the place(s) and times stated in Attachment E and the GFM section of Approved S&Q Orders, as applicable.
- 3.11.1.2** The Contractor shall acknowledge, in writing, receipt of the GFM to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.
- 3.11.1.3** If GFM is not accompanied by an issue voucher from the Commonwealth, the Contractor shall report that omission in the acknowledgment of receipt for that GFM.
- 3.11.1.4** The Contractor shall:
- a. within the periods identified in Attachment E or the GFM section of Approved S&Q Orders (as applicable), inspect GFM for defects or deficiencies and any physical damage which impact on, or are likely to impact on, the intended use of the GFM;
 - b. at least 15 Working Days prior to the date that the Contractor intends to utilise an item of Government Furnished Equipment (GFE), carry out appropriate functional testing to the extent feasible of that item to determine that it is serviceable for use as required by the Contract; and

- c. notify its satisfaction or dissatisfaction with the GFM to the Commonwealth Representative within five Working Days of inspection or functional testing.

3.11.1.5 Unless otherwise agreed between the parties, the Contractor shall not use GFM that has been found on inspection to be damaged, defective or deficient.

3.11.2 Use of GFM (Optional)

3.11.2.1 The Contractor shall, in a skilful manner, utilise the GFM in the provision of the Services in accordance with the Contract.

3.11.3 Care of Contractor Managed Commonwealth Assets (Core)

3.11.3.1 The Contractor shall provide the facilities and other resources required to store, handle, preserve and protect all Contractor Managed Commonwealth Assets (CMCA).

3.11.3.2 Without limiting the Contractor's obligations under clause 3.8 of the COC and except where otherwise required under clause 3.11.6, the Contractor shall, within five Working Days of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event.

3.11.3.3 The Contractor shall carry out Maintenance of all items of GFE that require Maintenance in accordance with:

- a. for GFE that is a Mission System, clause 6;
- b. for GFE that is a Mission System Repairable Item, clause 6;
- c. for GFE that is an item of Support and Test Equipment (S&TE), clause 9.3;
- d. for GFE that is an item of Training Equipment, clause 9.4;
- e. for GFE that is an item of computer support equipment, clause 9.7; and
- f. for GFE that is not included in a-e above, the applicable Maintenance manuals.

Note to drafters: The above subclause list may be refined to define the scope of Contractor responsibilities by including the items of GFE in the applicable sections of Annex A. However, if responsibilities are also included in Attachment E, care should be taken to ensure that the same responsibilities are not specified in more than one location in the Contract.

3.11.4 Shared Government Furnished Material (Optional)

Note to drafters: Sharing of GFM can be vital during long-term support contracts; hence, drafters should consider the inclusion of the following clause. If not required, the clause should be deleted and replaced with 'Not used'.

3.11.4.1 The Contractor acknowledges that certain GFM may also be utilised by the Commonwealth and other Commonwealth contractors during the Term.

3.11.4.2 The parties agree that:

- a. the Commonwealth and the Contractor shall act reasonably in sharing such GFM;
- b. any conflicts that arise regarding the use of the shared GFM can be referred by either party to the Commonwealth Representative, who shall decide on the operational priority of the tasks requiring the use of shared GFM;
- c. the Commonwealth Representative shall be guided by the relative operational priority of tasks in deciding which party has priority of use of the shared GFM; and
- d. the Commonwealth Representative's decision on which party has priority of use of shared GFM shall be final and binding.

Note to drafters: 'Operational level' in the following clause may require amendment to align the Maintenance terminology used with the remainder of the Contract.

3.11.4.3 The Commonwealth shall be responsible for the operational level maintenance of shared GFM while in the Commonwealth's care, custody and control.

3.11.5 Update of Contract GFM (Optional)

3.11.5.1 When notified by the Commonwealth Representative, the Contractor shall prepare an update for:

- a. Attachment E in accordance with CDRL Line MGT-900; and
- b. if applicable, Annex A to the SOW in accordance with CDRL Line MGT-910.

3.11.6 Assurance and Stocktaking of Contractor Managed Commonwealth Assets (Core)

Note to drafters: DEFLOGMAN policies for stocktaking are being superseded by the LCAM. When completing the clauses below, check for updates to the LCAM for relevant chapters.

The note to tenderers below is to advise tenderers of the transition to the Defence ERP System. If the Defence ERP System's stocktaking function will be available by OD, the note to tenderers can be deleted and the clause amended to refer to the Defence ERP System instead of MILIS.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and stock control functions scheduled in the initial tranche of replacement systems. For information, refer: <https://www.defence.gov.au/business-industry/industry-capability-programs/enterprise-resource-planning-program>

References to MILIS below should be considered as references to the Defence ERP System, used to perform stocktaking functions.

Changes to the draft Contract, for the introduction of the Defence ERP System (and an updated references to the Logistics Compliance and Assurance Manual), may be included during negotiations for any resultant Contract. If the Defence ERP System's stocktaking function has not been implemented by the ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

3.11.6.1 The Contractor shall develop, deliver and update a Commonwealth Assets Stocktaking Plan (CASP) as part of the SSMP.

3.11.6.2 Without limiting clause 2.4, the Commonwealth Representative shall assess the CASP to ascertain whether it is sufficient to discharge Defence's responsibilities to account for its assets, as set out in the Logistics Compliance and Assurance Manual (LCAM) Volume 2, Chapter 1, and Chapter 2 [...INSERT APPLICABLE CHAPTERS / ANNEXES...].

3.11.6.3 The Contractor shall, in accordance with the Approved CASP:

- a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and Maintenance of CMCA; and
- b. undertake stocktakes and reporting for CMCA.

3.11.6.4 The Contractor acknowledges that, where CMCA are held to account on the Military Integrated Logistics Information System (MILIS), the stocktaking requirements for these assets will be defined by MILIS, such that:

- a. when the Commonwealth manages MILIS records for CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktake each applicable month; and
- b. when the Contractor manages MILIS records for CMCA, the Contractor will conduct stocktaking of these CMCA in accordance with the requirements defined by MILIS.

3.11.6.5 If CMCA are held to account on systems other than MILIS, the Contractor shall conduct assurance stocktakes for each type of asset in accordance with the requirements of the LCAM Volume 2.

3.11.6.6 The Contractor shall prepare and deliver a Commonwealth Assets Stocktaking Report (CASR) as part of the CSSR.

3.11.6.7 Without limiting clause 2.4, the Commonwealth Representative will assess the CASR to ascertain whether it sufficiently accounts for the CMCA in the possession of the Contractor and will notify the Contractor whether the stocktaking report is Approved or not.

- 3.11.6.8** The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.11.6.9** The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA where:
- a. loss of attractive or sensitive items of any value, including weapons and associated controlled repair parts, classified equipment, and controlled medical supplies, is suspected or confirmed;
 - b. fraud, theft, or misappropriation is suspected or confirmed; or
 - c. an error tolerance threshold has been reached or exceeded, with thresholds of:
 - (i) five percent of the stockholding by quantity, of all stock codes counted; or
 - (ii) one percent of the stockholding by value, of all stock codes counted.

3.12 Technical Data and Software Rights Management (Core)

- 3.12.1** The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC and the Approved SSMP.
- 3.12.2** The Contractor shall further develop, deliver and update the Technical Data and Software Rights (TDSR) Schedule in accordance with clause 5.12 of the COC and CDRL Line Number MGT-800, to ensure the accurate recording of Technical Data and Software rights and restrictions for existing, new and modified Technical Data and Software.
- 3.12.3** The Contractor shall provide TDSR Reports, as part of the CSR, to report any changes to Technical Data and Software rights and restrictions, and other relevant Authorisations.
- 3.12.4** The Commonwealth may conduct reviews, which may require access to the premises and the records of the Contractor and Approved Subcontractors, to verify the provision and application of Technical Data and Software rights under the Contract. The Contractor shall facilitate, and shall ensure that Approved Subcontractors facilitate, these reviews.
- 3.12.5** The Contractor shall flow down the reporting and review requirements of clauses 3.12.3 and 3.12.4 to relevant Approved Subcontractors.

3.13 Defence Security Compliance (Core)

3.13.1 Defence Security – General Requirements (Core)

- 3.13.1.1** The Contractor acknowledges that this clause 3.13 does not address security considerations associated with the design, development, implementation and V&V of either the Mission System or Support System, which are addressed under DSD-ENG-SEC.
- 3.13.1.2** The Contractor shall ensure that all security procedures, training, facilities, documentation and clearance requests are established and maintained to meet the requirements of clause 11.10 of the COC.
- 3.13.1.3** The Contractor shall manage security matters under this clause 3.13 in accordance with clause 11.10 of the COC and the Approved SSMP.

3.13.2 Communications Security (Optional)

Note to drafters: Clauses may be added for secure communications equipment and documents. Refer to the SOW Tailoring Guide for optional clauses and Principle 13 of the Defence Security Principles Framework (DSPF) for policy and guidance.

- 3.13.2.1** Not used.

3.13.3 Information Systems Security (Optional)

Note to drafters: Clauses may be added for Information Systems Security. Refer to the SOW Tailoring Guide, Principle 23 of the DSPF, and the Australian Government Information Security Manual (ISM).

- 3.13.3.1** Not used.

3.14 Maintenance of Support Agreements (Optional)

Note to drafters: If the Contractor is not required to maintain support agreements to enable Services, clauses under clause 3.14 can be deleted and the heading annotated as 'Not used'. If retained, drafters must prepare a suitable Annex. Refer to the SOW Tailoring Guide for guidance.

- 3.14.1** The Contractor shall maintain the support agreements identified at Annex [...INSERT ANNEX LISTING...] for the Term.
- 3.14.2** The Contractor shall promptly notify the Commonwealth:
- a. of any other companies with which it is proposing to establish or has established a [...INSERT TYPE(S) OF AGREEMENT...] relating to work under the Contract; or
 - b. if the Contractor considers that an agreement with a company identified at Annex [...INSERT ANNEX LISTING...] is no longer required.
- 3.14.3** The Contractor shall make all reasonable efforts to effect a [...INSERT TYPE(S) OF AGREEMENT...] with any Commonwealth nominated vendor/s.
- 3.14.4** The Contractor shall submit a CCP in accordance with clause 11.1 of the COC to amend Annex [...INSERT ANNEX LISTING...] within 20 Working Days (or other timeframe agreed between both parties) of:
- a. notifying the Commonwealth under clause 3.14.2a;
 - b. obtaining agreement, in writing, from the Commonwealth Representative that an agreement is no longer required under clause 3.14.2b; or
 - c. effecting an agreement under clause 3.14.3.
- 3.15 Commonwealth Personnel on Contractor or Approved Subcontractor Premises (Optional)**

Note to drafters: If the Contract does not involve Resident Personnel or MRU, the clauses under clause 3.15 can be deleted and the heading annotated as 'Not used'. Refer to the SOW Tailoring Guide for guidance on the options and how to use and implement this clause.

Option: Include this option when Resident Personnel are required under the Contract.

- 3.15.1** Resident Personnel will be co-located at the Contractor's and/or Approved Subcontractor's premises during the Contract. The terms of reference and requirements for the colocation are set out in Attachment L.
- 3.15.2** The Contractor shall provide and maintain at its premises, and ensure (as applicable) that Approved Subcontractors provide and maintain at their premises, the facilities identified in Attachment L, and give such assistance as is reasonably required to support the Resident Personnel.

Option: Include this option when MRU are required under the Contract.

- 3.15.3** Members Required in Uniform (MRU) will be co-located at the Contractor's and/or Approved Subcontractors premises during the Contract. The terms of reference and requirements for the colocation of MRU are set out in Attachment R.
- 3.15.4** The Contractor shall provide and maintain at its premises, and ensure (as applicable) that Approved Subcontractors provide and maintain at their premises, the facilities identified in Attachment R, and give such assistance as is reasonably required to support the MRU.

- 3.15.5** The facilities provided for Commonwealth Personnel shall be of a standard equal to that provided to the Contractor's Personnel of similar status, and take into account the requirements for comfort and functionality, and meet the WHS requirements of clause 12.3.5.
- 3.15.6** The Contractor shall provide all reasonable assistance to facilitate the Commonwealth arranging clearances for Commonwealth Personnel requiring access to the Contractor's and Approved Subcontractors' premises (as applicable), including where these premises are located outside Australia.

3.15.7 The Commonwealth shall comply with, and shall require persons afforded access under this clause 3.15 to comply with, any relevant safety and security arrangements, regulations and codes of behaviour that apply to the particular Contractor's and Approved Subcontractors' premises.

3.15.8 The Contractor shall include the terms of this clause in applicable Approved Subcontract(s) to ensure that all access, facilities and support assistance specified in this clause 3.15 are provided to the Commonwealth Personnel co-located at Approved Subcontractors' premises.

3.16 Mandated Defence Information Systems (Optional)

Note to drafters: If the Contract does not require the use of Defence Information Systems, the clauses under clause 3.16 can be deleted and the heading annotated as 'Not used'.

3.16.1 Training In Defence Information Systems

3.16.1.1 The Contractor shall ensure that all relevant Contractor Personnel, including Subcontractor Personnel, are trained in the operation of mandated Defence information systems.

3.16.1.2 Before the Operative Date as defined in the Approved Phase In Plan, or otherwise during Ramp Up as defined in the Approved Ramp Up Management Plan, the Commonwealth shall provide the requisite training to allow the Contractor to conduct activities relating to mandated Defence information systems and to other Defence information systems nominated in the applicable Approved plan.

3.16.1.3 Subsequent to the initial training provided under clause 3.16.1.2, the Commonwealth shall provide appropriate training for any new or upgraded mandated Defence information system provided to the Contractor by the Commonwealth. The Commonwealth shall provide such appropriate training to the Contractor in advance of when the new or upgraded Defence information systems is required to be used in the performance of the Services.

Note to drafters: Insert systems, roles and numbers of personnel for training in various Defence information systems / applications on an annual basis (ie, for staff turnover). For example, "for the X maintenance management system, training for maintenance co-ordinators, up to two persons per year".

3.16.1.4 In addition to the initial training and any training for new or upgraded Defence information systems, the Commonwealth will make training available for Contractor and Subcontractor Personnel who are replacing existing staff, and who will be directly engaged in Services for the Contract, as follows:

- a. for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons per year; and
- b. for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons per year.

3.16.1.5 Training provided to Contractor Personnel, including Subcontractor Personnel, under clauses 3.16.1.2 to 3.16.1.4 shall be provided free of charge by the Commonwealth, after which the Commonwealth may elect to recover costs from the Contractor for any additional training.

3.16.1.6 For the training being provided under this clause 3.16, the Contractor shall:

- a. nominate the personnel requiring training and provide sufficient personnel details to the Commonwealth to enable training co-ordination (eg, for when access controls to information systems and facilities apply);
- b. ensure that the personnel nominated for training meet any applicable Defence requirements (eg, personnel security clearances) and have a suitable level of general competence in the use of electronic information systems; and
- c. ensure that it and its Subcontractors meet all employer responsibilities, including all salaries, travel, and accommodation allowances for employees during the training.

3.16.2 Use of Defence Information Systems

Note to drafters: Include this clause if the Contractor and/or Subcontractors will be provided with access to Defence information systems.

- 3.16.2.1** If the Contractor is provided with access to any Defence information systems for the purposes of providing the Services, the Contractor shall ensure that all Contractor Personnel, including Subcontractor Personnel, accessing the Defence information systems:
- a. hold an appropriate security clearance for the Defence information systems;
 - b. comply with any policies and procedures applicable to the access and use of the Defence information systems, including the Defence Security requirements specified under the Contract;
 - c. not access, use or obtain information from the Defence information systems except to the extent required for the performance of the Contractor's obligations under the Contract; and
 - d. store any data items delivered to the Commonwealth on the Defence information systems in an approved document management system, such as [...INSERT EG, "Objective" OR REPLACEMENT ERP SYSTEM...].
- 3.16.2.2** The Contractor acknowledges and agrees that:
- a. the Defence information systems shall be provided to the Contractor on the same basis, configuration and availability as provided to Commonwealth users filling similar roles; and
 - b. no modifications or additions to the functionality of the Defence information systems shall be made by the Commonwealth to provide the Contractor with any particular access, Software or service level not otherwise provided in accordance with clause 3.16.2.2a, unless agreed to by the Commonwealth Representative in writing.
- 3.16.2.3** The Contractor shall take all reasonable steps to ensure that any use of Defence information systems does not damage, interfere with or otherwise compromise the Defence information systems, any information contained within it, or any other Defence information system.
- 3.16.2.4** The Contractor shall not establish any interface between the Defence information systems and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.
- 3.16.2.5** If the Commonwealth fails to provide the Defence information systems to the Contractor in accordance with clause 3.16.2.2a, the Contractor may be entitled to may make a claim for Performance Relief in accordance with clause 6.4 of the COC, except to the extent that the failure to provide the Defence information systems was caused by a Contractor Default.
- 3.16.2.6** The Contractor acknowledges and agrees that, despite any obligation on the Commonwealth to provide Defence information systems, the Commonwealth may cease provision (or refuse to provide) the Defence information systems if the Contractor fails to comply with this clause 3.16.2.
- 3.16.2.7** Where Subcontractor Personnel will be provided with access to Defence information systems for the purposes of performing the Contract, the Contractor shall include the terms of this clause in applicable Subcontract(s).

3.17 Access to Foreign Military Sales (Optional)

Note to drafters: If the Contract does not require access to FMS, clauses under clause 3.17 can be deleted and the heading annotated as 'Not used'.

- 3.17.1** Subject to the provisions of country-to-country agreements and if the Contractor is unable to access commercially sourced Stock Items, which are required to enable the Contractor to provide the inventory management Service, the Commonwealth may grant access to the US Department of Defense Foreign Military Sales (FMS) system.

- 3.17.2** The Contractor shall submit details of the FMS requirement to the Commonwealth Representative and, subject to the agreement of the Commonwealth Representative, requests for FMS assistance shall be actioned within 10 Working Days.

3.18 Government Furnished Facilities (Optional)

Note to drafters: If the Contract does not include GFF, clauses under clause 3.18 can be deleted and the heading annotated as 'Not used'.

3.18.1 Initial Inspection of GFF

- 3.18.1.1** On or before the GFF Licence Application Date for a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth.

- 3.18.1.2** The Contractor shall within 20 Working Days following the GFF Licence Application Date for a GFF Licensed Area:

- a. inspect the GFF Licensed Area to identify any lost, destroyed, damaged or deficient GFF;
- b. carry out appropriate functional testing to determine whether the GFF Licensed Area is in good and functional repair and condition; and
- c. notify the Commonwealth Representative, setting out the Contractor's satisfaction or dissatisfaction with the GFF Licensed Area, including details of any disparity between the Contractor's findings and the Facilities Condition Report for that area.

- 3.18.1.3** The Contractor shall not use a GFF Licensed Area, or Commonwealth Property on a GFF Licensed Area, that has been found to be materially damaged, defective or deficient.

3.18.2 Care and Maintenance of GFF

Note to drafters: Consult Security and Estate Group (SEG) to determine if the proposed GFF requires a baseline contamination assessment. If required, the baseline contamination report should be included within the Facilities Condition Report.

- 3.18.2.1** The Contractor shall keep all GFF Licensed Areas in a clean and tidy condition, having regard to their condition stated in the relevant Facilities Condition Report.

- 3.18.2.2** The Contractor shall carry out maintenance to the GFF Licensed Area and Contractor Maintained Licensed Fittings in accordance with clause 9.6.

- 3.18.2.3** Without limiting the Contractor's obligations under clause 3.7 of the COC, except where otherwise required under clause 3.18.3, the Contractor shall, within five Working Days of becoming aware that any Licensed Fitting is lost, destroyed, damaged or deficient, notify the Commonwealth Representative of the event.

3.18.3 Inspections of GFF

- 3.18.3.1** The Contractor shall provide representatives of the Commonwealth with access to a GFF Licensed Area, in accordance with Attachment O, for the purpose of inspections. The Commonwealth may inspect a GFF Licensed Area to review the condition of the area and any impact of the Contractor's use and occupation of the area on the Environment or heritage.

- 3.18.3.2** Within 20 Working Days following each anniversary of the GFF Licence Commencement Date, and prior to the end of the GFF Licence Term, for each GFF Licensed Area, the Contractor shall:

- a. undertake an inspection of the Licensed Fittings;
- b. prepare an inventory identifying any Licensed Fittings that were removed or replaced, and the replacement Licensed Fittings, and any other Commonwealth Property made available for the Contractor's use in the GFF Licensed Area; and
- c. provide a copy of the inventory to the Commonwealth Representative.

- 3.18.3.3** When notified by the Commonwealth Representative, the Contractor shall prepare a CCP to Attachment O, to incorporate changes to the list of Licensed Fittings.

- 3.18.3.4** Within five Working Days (or such other period as may be agreed in writing by the Commonwealth Representative) after the GFF Licence expires or is terminated or ceases to apply to a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth, in accordance with the GFF Licence and this clause 3.18.

4. OPERATING SUPPORT (OPTIONAL)

Note to drafters: Operating Support is not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Operating Support in the ASDEFCON context and for tailoring these clauses. If Operating Support is not a requirement of the Contract, the clauses under the heading can be replaced with a single 'Not used'.

4.1 Operating Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone Operating Support Plan or Option B if Operating Support planning is to be included in the SSMP (and remove the OSP from the CDRL).

Option A: Include when a stand-alone Operating Support Plan is required:

- 4.1.1 The Contractor shall develop, deliver and update an Operating Support Plan (OSP) in accordance with CDRL Line Number OPS-100.

Option B: Include when the Operating Support planning is to be rolled up into the SSMP.

- 4.1.2 The Contractor shall address management of, and planning for, Operating Support in the SSMP.

- 4.1.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the [...INSERT 'SSMP' OR 'OSP'...] within 10 Working Days of this request.

- 4.1.4 The Contractor shall provide Operating Support Services in accordance with the Approved [...INSERT 'SSMP' OR 'OSP'...].

- 4.1.5 The Contractor shall ensure that all Operating Support Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'SSMP' OR 'OSP'...].

4.2 Operating Support Reporting (Core)

- 4.2.1 The Contractor shall report on the Operating Support Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

- 4.2.2 The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

4.3 Operating Support Reviews (Core)

Note to drafters: This review meeting provides the review of Operating Support Services provided in response to Operating Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Operating Support Services.

Select from the following two optional clauses based on the need to conduct separate Operating Support Performance Reviews or include them only as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when the Operating Support Performance Reviews are to be included only as part of Combined Services Performance Reviews:

- 4.3.1 The Contractor shall review Operating Support as part of the Combined Services Performance Reviews.

Option B: For when the Operating Support Performance Reviews will, subject to clause 3.4.1.3, be performed separately from the Combined Services Performance Reviews:

- 4.3.2** The Contractor shall convene with the Commonwealth Representative for Operating Support Performance Reviews every [...DRAFTER TO INSERT NUMBER, E.G., SIX, 12...] months.
- 4.3.3** The Contractor shall hold Operating Support Performance Reviews in accordance with the Approved [...INSERT 'SSMP' OR 'OSP'...].
- 4.3.4** Meetings shall be held at the Operating Support facility or at the Contractor's Australian facility, as agreed by the Commonwealth Representative, and shall be chaired by the Commonwealth Representative.

- 4.3.5** These meetings shall:
- a. discuss the Contractor's performance in relation to the requirements of the Contract drawing information from the Combined Services Summary Reports;
 - b. discuss performance of the Contractor in reference to the Operating Support performance measures, if applicable;
 - c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
 - d. identify and determine action requirements for longer-term Operating Support and related logistics planning.
- 4.3.6** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Operating Support Services attend these meetings.

4.4 Operating Support Services (Core)

Note to drafters: This clause should be amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Selected DSDs should also be tailored.

- 4.4.1** The Contractor shall provide [...DRAFTER TO INSERT TYPE OF OPERATING SUPPORT EG, HELPDESK...] Services in accordance with CSRL Line Number OPS-100.

5. ENGINEERING SUPPORT (OPTIONAL)

Note to drafters: Engineering Support may not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Engineering Support in the ASDEFCON context and for tailoring these clauses. If Engineering Support is not a requirement of the Contract, the clauses under the heading may be replaced with a single 'Not used'.

5.1 Engineering Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone Contractor Engineering Management Plan (CEMP) or Option B if Engineering Support planning is to be rolled up into the SSMP (and remove the CEMP from the CDRL). If an ADF regulatory / assurance framework will apply to Engineering Support, then a stand-alone CEMP may better enable review.

Option A: Include when a stand-alone CEMP is required.

5.1.1 The Contractor shall develop, deliver, and update a Contractors Engineering Management Plan (CEMP) in accordance with CDRL Line Number ENG-100.

Option B: Include when Engineering Management planning is to be rolled-up into the SSMP.

5.1.2 The Contractor shall address management of, and planning for, Engineering Support in the SSMP.

5.1.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures, instructions and data supporting the [...INSERT 'CEMP' OR 'SSMP'...] within 10 Working Days of this request.

5.1.4 The Contractor shall provide Engineering Services in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

5.1.5 The Contractor shall ensure that all Engineering Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

Option: The following clause is required if subordinate plans are required, (eg, CMP, Software Support Plan (SWSP)).

5.1.6 All engineering plans for the Contract shall be subordinate to the [...INSERT 'CEMP' OR 'SSMP'...]

5.1.7 The Contractor shall ensure that Subcontractors develop, update and implement appropriate technical plans, commensurate with the scope of work for each Subcontractor, which results in an integrated and cost-effective technical effort in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

5.1.8 The Contractor shall submit to the Commonwealth Representative, for Approval, any requirements for temporary exemptions from conducting activities associated with the provision of Engineering Services in accordance with the [...INSERT 'CEMP' OR 'SSMP'...] and subordinate Engineering Support plans.

5.2 Engineering Support Reporting (Core)

5.2.1 The Contractor shall report on the Engineering Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

5.2.2 The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

5.3 Engineering Support Reviews (Core)

Note to drafters: This review meeting provides the review of Engineering Services provided in response to Engineering Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the

Contractor to appreciate the Commonwealth's requirements driving the need for future Engineering Services.

Select from the following two optional clauses based on the need to conduct separate Engineering Support Performance Reviews or include them only as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Engineering Support Performance Reviews are to be included only as part of the Combined Services Performance Reviews:

5.3.1 The Contractor shall review Engineering Support as part of the Combined Services Performance Reviews.

Option B: For when, subject to clause 3.4.1.3, separate Engineering Support Performance Reviews are required:

5.3.2 The Contractor shall convene with the Commonwealth Representative for Engineering Support Performance Reviews every [...INSERT NUMBER, EG, SIX, 12...] months.

5.3.3 The Contractor shall hold Engineering Support Performance Reviews in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

5.3.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

5.3.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports;
- b. discuss performance of the Contractor in reference to the Engineering Support performance measures, if applicable;
- c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- d. identify and determine action requirements for longer-term Engineering Support and related logistics planning.

5.3.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Engineering Services attend these meetings.

5.4 Engineering Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clause for the applicable ADF regulatory / assurance frameworks; otherwise, the clauses under clause 5.4 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors by referring to specific requirements. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies). In some cases, more than one ADF regulatory / assurance framework will apply and the following clause will need to be expanded for each applicable framework.

5.4.1 The Contractor shall have the systems, people and resources in place to ensure that Engineering Services are performed in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:

- a. [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
- b. [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: Insert applicable details and amend the following two clauses to suit the individual Contract requirements.

5.4.2 The Contractor acknowledges that the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...] has overall responsibility to the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...] (the ADF regulatory /

assurance authority) for the continuing [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System / Fleet...].

- 5.4.3** The Contractor shall, when providing Engineering Services that affect the [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System...], ensure compliance with the requirements defined in clause 5.4.1 on behalf of the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...].

Note to drafters: *The following option may be included if the Contractor's Engineering Services will be assessed for compliance with one or more ADF regulatory / assurance frameworks. For aerospace, compliance (or pre-qualification) with the Defence Aviation Safety Regulations (DASR) will usually be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance with the respective regulatory / assurance regime, to be assessed by either the regulator / assurance agency or the Commonwealth Representative. The clauses may be further amended if it is known that all tenderers will be pre-qualified.*

Option: *To be included and amended for an assessment of compliance against a regulatory / assurance framework. The clauses may need duplication if there is more than one framework.*

- 5.4.4** The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number ENG-500 to seek approval, or recognition of prior approval, by the Commonwealth of the Contractor's compliance with [... regulatory / assurance...] requirements for the provision of the Engineering Services.
- 5.4.5** The Contractor shall maintain its status as a [...INSERT NAME OF ORGANISATION APPROVAL...] for the Term, as an Authorisation.
- 5.4.6** The Contractor shall ensure that Engineering Services comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

- 5.4.7** When requested by the Commonwealth Representative for the purposes of audit by the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...], the Contractor shall demonstrate that its engineering systems and processes comply with the requirements defined in clause 5.4.1.

5.5 Engineering Services (Core)

Note to drafters: *The following optional clauses should be selected, amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Selected DSDs should also be tailored. Refer to the SOW Tailoring Guide for further guidance on additional DSDs, such as the use of a Contractor Standing Capability to provide Engineering Services that are not priced as Recurring Services.*

- 5.5.1** The Contractor shall provide routine Engineering Services in accordance with CSRL Line Number ENG-100.

Option: *For when the Contractor is required to provide Configuration Management Services.*

- 5.5.2** The Contractor shall provide Configuration Management Services in accordance with CSRL Line Number ENG-200.

Option: *For when the Contractor is required to provide Software-support Services.*

- 5.5.3** The Contractor shall provide Software-support Services in accordance with CSRL Line Number ENG-300.

Option: *For when the Contractor is required to provide System Security Services.*

- 5.5.4** The Contractor shall provide System Security Services in accordance with CSRL Line Number ENG-400.

6. MAINTENANCE SUPPORT (OPTIONAL)

Note to drafters: Maintenance Support may not be required in all support Contracts. Refer to the SOW Tailoring Guide for an explanation of Maintenance Support in the ASDEFCON context and for tailoring these clauses. If Maintenance Support is not a requirement of the Contract, these clauses under the heading may be replaced with a single 'Not used'.

6.1 Maintenance Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone MMP or Option B if Maintenance Support planning is to be included in the SSMP (and remove the MMP from the CDRL). If an ADF regulatory / assurance framework will apply to Maintenance Support, then a stand-alone MMP may better enable review.

Option A: Include when a stand-alone MMP is required.

6.1.1 The Contractor shall develop, deliver and update a Maintenance Management Plan (MMP) in accordance with CDRL Line Number MNT-100.

Option B: Include when the Maintenance Management planning is to be included in the SSMP.

6.1.2 The Contractor shall address management of, and planning for, Maintenance Support in the SSMP.

6.1.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures, instructions and data supporting the [...INSERT 'MMP' OR 'SSMP'...] within 10 Working Days of this request.

6.1.4 The Contractor shall provide Maintenance Services in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.1.5 The Contractor shall ensure that all Maintenance Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.1.6 The Contractor shall submit to the Commonwealth Representative, for Approval, any requirement for temporary exemptions from conducting activities associated with the provision of Maintenance Services in accordance with the [...INSERT 'MMP' OR 'SSMP'...].

6.2 Maintenance Support Reporting (Core)

6.2.1 Maintenance Support Summary Reports (Core)

6.2.1.1 The Contractor shall report on the Maintenance Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

6.2.1.2 The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

6.2.2 Maintenance Progress Reports (Optional)

Note to drafters: Progress reports are low level reports useful for weekly / fortnightly / monthly updates. They may be presented before or during Maintenance Progress Review meetings. Refer to Maintenance Progress Reviews in clause 6.3.2. Refer to the SOW Tailoring Guide for optional clauses and additional guidance.

6.2.2.1 Not used.

6.3 Maintenance Support Reviews (Core)

6.3.1 Maintenance Support Performance Reviews (Core)

Note to drafters: This meeting provides the major review of Maintenance Services provided in response to Maintenance Support related clauses and DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and

assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Maintenance Services.

Select from the following two optional clauses based on the need to conduct separate Maintenance Support Performance Reviews or include them only as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Maintenance Support Performance Reviews are to be included only as part of Combined Services Performance Reviews.

6.3.1.1 The Contractor shall review Maintenance Support as part of the Combined Services Performance Reviews.

Option B: For when, subject to clause 3.4.1.3, separate Maintenance Support Performance Reviews are required.

6.3.1.2 The Contractor shall convene with the Commonwealth Representative for Maintenance Support Performance Review meetings every [...INSERT NUMBER, EG. SIX, 12...] months.

6.3.1.3 The Contractor shall hold Maintenance Support Performance Review meetings in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.3.1.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

Note to drafters: Include Maintenance Progress Reports, from clause 6.2, if applicable.

6.3.1.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports [...INSERT 'and Maintenance Progress Reports'...];
- b. discuss performance of the Contractor in reference to the Maintenance Support performance measures, if applicable;
- c. discuss significant variations to the anticipated Maintenance arising rates, if any;
- d. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- e. identify and determine action requirements for longer-term Maintenance and related engineering and logistics planning.

6.3.1.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Maintenance Services attend these meetings.

6.3.2 Maintenance Progress Reviews (Optional)

Note to drafters: Maintenance Progress Reviews will often be held to discuss the information presented in Maintenance Progress Reports, if they are selected in clause 6.3.2. Refer to the SOW Tailoring Guide if considering Maintenance Progress Reviews. Omit clauses if not required by leaving it as 'Not used'.

6.3.2.1 Not used.

6.4 Maintenance Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clause for the applicable ADF regulatory / assurance frameworks; otherwise, the clauses under clause 6.4 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors by referring to specific requirements. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies). In some cases, more than one ADF regulatory / assurance framework will apply

and the following clause will need to be expanded for each applicable framework and publication.

- 6.4.1** The Contractor shall have the systems, people and resources in place to ensure that Maintenance Services are performed in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:
- a. [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
 - b. [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: Insert applicable details and amend the following two clauses to suit the individual Contract requirements.

- 6.4.2** The Contractor acknowledges that the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...] has overall responsibility to the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...] (the ADF regulatory / assurance authority) for the continuing [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System / Fleet...].
- 6.4.3** The Contractor shall, when providing Maintenance Services that affect the [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System...], ensure compliance with the requirements defined in clause 6.4.1 on behalf of the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Maintenance Manager', 'Commonwealth Senior Maintenance Manager' OR OTHER...].

Note to drafters: The following option may be included if Maintenance Services will be assessed for compliance with one or more ADF regulatory / assurance regimes. For aerospace, it is normal for compliance (or pre-qualification) with the DASR to be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance with the respective regulatory / assurance regime, to be assessed by either the regulator / assurance agency or the Commonwealth Representative. The clauses may be further amended if it is known that all tenderers will be pre-qualified.

Option: To be included and amended for an assessment of compliance against a regulatory / assurance framework. The clauses may need duplication if there is more than one framework.

- 6.4.4** The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number MNT-500 to seek approval, or recognition of prior approval, by the Commonwealth, of the Contractor's compliance with [...regulatory / assurance...] requirements for the provision of the Maintenance Services.
- 6.4.5** The Contractor shall maintain its status as a [...INSERT NAME OF ORGANISATION APPROVAL...] for the Term, as an Authorisation.
- 6.4.6** The Contractor shall ensure that Maintenance Services comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].
- 6.4.7** When requested by the Commonwealth Representative for the purposes of audit by the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...], the Contractor shall demonstrate that its Maintenance systems and processes conform to the applicable requirements of clause 6.4.1.

6.5 Maintenance Services (Core)

Note to drafters: The following clauses should be selected and amended, as applicable, based on the DSDs specifying the of Services to be provided. Selected DSDs should also be tailored.

Option: For when the Contractor is required to manage Maintenance Services.

6.5.1 The Contractor shall manage the provision of Maintenance Services, including those Services called up in other Maintenance-series DSDs, in accordance with CSRL Line Number MNT-100.

Option: For when the Contractor is required to provide routine Maintenance Services.

6.5.2 The Contractor shall provide routine Maintenance Services in accordance with CSRL Line Number MNT-200.

Option: For when the Contractor is required to provide administration and Maintenance of information systems.

6.5.3 The Contractor shall provide administration and Maintenance of information systems in accordance with CSRL Line Number MNT-300.

7. SUPPLY SUPPORT (OPTIONAL)

Note to drafters: Supply Support may not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Supply Support in the ASDEFCON context and for tailoring these clauses. If Supply Support is not a requirement of the Contract, the clauses under the heading may be replaced with a single 'Not used'.

7.1 Supply Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone CSSP or Option B if Supply Support planning is to be included in the SSMP (and remove the CSSP from the CDRL).

Option A: Include when a stand-alone CSSP is required.

7.1.1 The Contractor shall develop, deliver and update a Contractor Supply Support Plan (CSSP) in accordance with CDRL Line Number SUP-100.

Option B: For when the Supply Support planning is to be included in the SSMP.

7.1.2 The Contractor shall address management of, and planning for, Supply Support in the SSMP.

7.1.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures, instructions and data supporting the [...INSERT 'CSSP' OR 'SSMP'...] within 10 Working Days of this request.

7.1.4 The Contractor shall provide Supply Services in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

7.1.5 The Contractor shall ensure that all Supply Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

7.1.6 The Contractor shall submit to the Commonwealth Representative, for Approval, any requirement for temporary exemptions from conducting activities associated with the provision of Supply Services in accordance with the [...INSERT 'CSSP' OR 'SSMP'...].

7.2 Supply Support Reporting (Core)

7.2.1 The Contractor shall report on the Supply Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

7.2.2 The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

7.3 Supply Support Reviews (Core)

Note to drafters: This review meeting provides the review of Supply Services provided in response to Supply Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Supply Services.

Larger contracts or those with complex supply chains may require dedicated Supply Support Performance Reviews but for other contracts, reviews will only be required as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Supply Support Performance Reviews are to be included only as part of the Combined Services Performance Reviews.

7.3.1 The Contractor shall review Supply Support as part of the Combined Services Performance Reviews.

Option B: For when, subject to clause 3.4.1.3, separate Supply Support Performance Reviews are required.

7.3.2 The Contractor shall convene with the Commonwealth Representative for Supply Support Performance Reviews every [...INSERT NUMBER, EG. SIX, 12...] months.

7.3.3 The Contractor shall hold Supply Support Performance Reviews in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

7.3.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

7.3.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports;
- b. discuss performance of the Contractor in reference to the Supply Support performance measures, if applicable;
- c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- d. identify and determine action requirements for longer-term Supply Support and related logistics planning.

7.3.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Supply Services attend these meetings.

7.4 Supply Services (Core)

Note to drafters: The following clauses should be selected, amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Clause 7.4.1 links in the 'head DSD' for Supply Services which includes Core Services and options that are to be tailored based on the selection of other DSDs. Selected DSDs should also be tailored.

7.4.1 The Contractor shall provide routine Supply Services in accordance with CSRL Line Number SUP-100.

Option: For when the Contractor is required to provide procurement Services.

7.4.2 The Contractor shall provide Services for the procurement of Products in accordance with CSRL Line Number SUP-200.

Option: For when the Contractor is required to provide Services for Stock Assessment, Codification and Cataloguing.

7.4.3 The Contractor shall provide Services for Stock Assessment, Codification and Cataloguing in accordance with CSRL Line Number SUP-300.

Option: For when the Contractor is required to provide Supply Services using MILIS.

7.4.4 The Contractor shall provide Supply Services using the Military Integrated Logistics Information System in accordance with CSRL Line Number SUP-400.

Option: For when the Contractor is required to provide Warehousing and Distribution Services.

7.4.5 The Contractor shall provide Services for Warehousing and Distribution in accordance with CSRL Line Number SUP-500.

8. TRAINING SUPPORT (OPTIONAL)

Note to drafters: Training Support may not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Training Support in the ASDEFCON context and for tailoring these clauses. If Training Support is not a requirement of the Contract, the clauses under the heading may be replaced with a single 'Not used'.

8.1 Training Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone Training Support Plan (TSP) or Option B if Training Support planning is to be included in the SSMP (and remove the TSP from the CDRL).

Option A: Include when a stand-alone TSP is required.

8.1.1 The Contractor shall develop, deliver and update a Training Support Plan (TSP) in accordance with CDRL Line Number TNG-100.

Option B: Include when the Training support planning is to be included in the SSMP.

8.1.2 The Contractor shall address management of, and planning for, Training Support in the SSMP.

8.1.3 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the [...INSERT 'TSP' OR 'SSMP'...] within 10 Working Days of this request.

8.1.4 The Contractor shall provide Training Services in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...].

8.1.5 The Contractor shall ensure that all Training Services provided by Subcontractors are provided in accordance with the Approved [... INSERT 'TSP' OR 'SSMP'...].

8.2 Training Support Reporting (Core)

8.2.1 The Contractor shall report on the Training Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

8.2.2 The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

8.3 Training Support Reviews (Core)

Note to drafters: This review meeting provides the review of Training Services provided in response to Training Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Training Services.

Contracts with complex Training programs will often require dedicated Training Support Performance Reviews but for other contracts, reviews will only be required as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Training Support Performance Reviews are to be included only as part of the Combined Services Performance Review.

8.3.1 The Contractor shall review Training Support as part of the Combined Services Performance Review.

Option B: For when, subject to clause 3.4.1.3, separate Training Support Performance Reviews are required.

8.3.2 The Contractor shall convene with the Commonwealth Representative for Training Support Performance Reviews every [...INSERT NUMBER, EG. SIX, 12...] months.

8.3.3 The Contractor shall hold Training Support Performance Reviews in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...].

8.3.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

8.3.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports;
- b. discuss performance of the Contractor in reference to the Training Support performance measures, if applicable;
- c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- d. identify and determine action requirements for longer-term Training Support and related logistics planning.

8.3.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Training Services attend these meetings.

8.4 Training Services (Core)

Note to drafters: The following clauses should be selected, amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Selected DSDs should also be tailored.

Option: For when the Contractor is required to provide and manage Training Services.

8.4.1 The Contractor shall provide and manage Training Services in accordance with CSRL Line Number TNG-100.

Option: For when the Contractor is required to provide delivery of Training courses.

8.4.2 The Contractor shall provide Services for the delivery of Training courses in accordance with CSRL Line Number TNG-200.

Option: For when the Contractor is required to upkeep Training Materials.

8.4.3 The Contractor shall provide Services for the upkeep of Training Materials in accordance with CSRL Line Number TNG-300.

9. SUPPORT RESOURCES (CORE)

9.1 Personnel (Core)

9.1.1 Personnel (General) (Core)

9.1.1.1 The Contractor shall undertake all necessary recruitment, training, security clearance preparation and other functions as necessary, to ensure that Contractor Personnel have the requisite skills, experience and qualifications to enable the Contractor to meet the requirements of the Contract.

9.1.2 Key Persons Management (Core)

9.1.2.1 The Contractor shall identify, and update as required, the position/person specifications for Key Staff Positions, and the appointed Key Persons for each of the Key Staff Positions, in accordance with the Approved SSMP.

9.1.2.2 The Contractor shall provide the Commonwealth with documentation to support the nomination of any person by the Contractor as a Key Person, including any proposed replacement or substitution of a Key Person under this clause 9.1.2 or under clause 3.12 of the COC. This documentation shall:

- a. demonstrate how the nominated person meets the position/person specifications for the relevant Key Staff Position;
- b. demonstrate how any capability shortfalls of the nominated person will be addressed; and
- c. include an update to position/person specifications for affected Key Staff Positions to reflect any changes in duties and responsibilities that result from the replacement or substitution of a Key Person.

9.2 Technical Data (Core)

Note to drafters: Modify the clauses for the nature and scope of Technical Data Services required. If a clause is deleted (eg, clauses 9.2.3 or 9.2.4), it should be replaced with 'Not used'.

9.2.1 Technical Data Management Planning (Core)

Note to drafters: A TDMP would likely be required if there was a significant amount of work in supporting the Technical Data used and/or owned by the Commonwealth. Select the applicable option. Refer to the SOW Tailoring Guide for further guidance.

Option A: Include for a stand-alone plan.

9.2.1.1 The Contractor shall develop, deliver and update a Technical Data Management Plan (TDMP) in accordance with CDRL Line Number SR-110.

Option B: Include when Technical Data will be managed in accordance with the SSMP.

9.2.1.2 The Contractor shall address the management of Technical Data in the SSMP.

Note to drafters: Amend the following clause to suit the proposed Contract (ie, depending upon the required plans and whether or not Engineering or Maintenance Services are included).

9.2.1.3 The Contractor shall manage and provide Technical Data Services in accordance with the Approved [...INSERT 'TDMP' OR 'SSMP'...] and the Approved Configuration Management Plan (CMP) so as to ensure that all of the requirements of the Contract in respect of Technical Data are met, including:

- a. those set out in this clause 9.2;
- b. those set out in clause 5 of the COC;
- c. those set out in the TDSR Schedule; and
- d. those required to meet the ADF regulatory / assurance framework requirements under clauses 5 and 6.

9.2.2 Technical Data List (Core)

- 9.2.2.1** The Contractor shall develop, deliver and update a TDL in accordance with CDRL Line Number SR-100.
- 9.2.2.2** The Contractor shall deliver all items of Technical Data identified in the Approved TDL for delivery, in accordance with the Approved TDL.
- 9.2.2.3** If the Commonwealth Representative requests, in writing, to view an item of Technical Data identified in the TDL that is not designated for delivery to the Commonwealth, the Contractor shall provide the Commonwealth with reasonable access to the requested Technical Data, in order to view the item within the period set out in the request or as otherwise agreed between the parties.
- 9.2.2.4** If, having viewed the item of Technical Data requested under clause 9.2.2.3, the Commonwealth notifies the Contractor that it requires delivery of that item of Technical Data to the Commonwealth, then subject to clauses 3.4 and 5.13 of the COC, the Contractor shall:
- a. update the TDL;
 - b. if applicable, submit a CCP to update the TDSR Schedule; and
 - c. deliver the item of Technical Data as directed by the Commonwealth.
- 9.2.2.5** Unless the item of Technical Data requested under clause 9.2.2.3 was otherwise required to be delivered to the Commonwealth under the Contract, the Contractor shall provide the Technical Data as an S&Q Service (eg, for the reasonable costs of reproducing documents).

9.2.3 Technical Information Library (Optional)

Note to drafters: The Commonwealth should identify likely policies, standards and specifications that would be relevant to the library. These may include references listed in the Glossary and/or identified as GFI or GFD, as applicable. For example, if the Contractor is to maintain IETPs, the DEF(AUST)IPS-5630 and S1000D™ business rules applicable to those IETPs would be listed.

- 9.2.3.1** The Contractor shall maintain a technical information library for any policies, regulations, procedures, and task descriptions required for the performance of the Contract.
- 9.2.3.2** The Contractor shall ensure that its staff, including the staff of its Subcontractors, are aware of, and have access to, the technical information library for documentation appropriate to the procedures and tasks that the Contractor requires them to undertake.

Note to drafters: GFD and GFI are not included in the following clause because they are covered by Attachment E (which includes times for delivery) and the respective GFM clauses. If the draft Contract does not include Phase In, the drafter should amend the following clause, such as 'Within the two months after the Effective Date, the Contractor shall...'.

- 9.2.3.3** Before the Operative Date, or as otherwise identified in accordance with the Approved Phase In Plan or the Approved Ramp Up Management Plan (if applicable), the Contractor shall request from the Commonwealth Representative a sufficient number of copies of the Commonwealth documents listed in Attachment M necessary for the performance of the Contract. The Commonwealth is not obliged to provide documents that are available in the public domain.
- 9.2.3.4** The Contractor shall maintain the publications in the technical information library, including the incorporation of Commonwealth-issued amendments and OEM amendments that have been Approved by the Commonwealth.

9.2.4 Publications Update Service (Optional)

Note to drafters: If the Contractor is to provide a Publications Update Service, incorporating updates from OEMs (ie, not provided by the Commonwealth), drafters should retain the following clauses. If not required, drafters should delete the following clauses, including the Note, and replace with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

Note: Publications updates incorporate changes from OEMs and other sources outside of the Commonwealth. These updates are independent of updates for Product modifications.

- 9.2.4.1** The Contractor shall provide a publication update service for the publications annotated for the 'update service' in Section 6 of Annex A.

Note to drafters: Additional clauses may be inserted here if the Contractor will have responsibilities as a publication sponsor in clause 9.2.5, and if additional documents to facilitate publication are required. Refer to the SOW Tailoring Guide for guidance.

- 9.2.4.2** Except where otherwise agreed by the Commonwealth Representative, the Contractor shall prepare updates to the publications in the same style and format, and to the same standard specified in the Approved TDMP, as the publications being changed.

- 9.2.4.3** Unless required urgently in relation to safety or other priority issue agreed by the Commonwealth, the Contractor shall deliver routine publication updates on a [...DEFINE FREQUENCY...] basis.

9.2.5 Publication Sponsorship (Optional)

Note to drafters: Amend the following clauses to define the publication sponsorship Services for Defence publications (refer to the SOW Tailoring Guide). The preceding clause (Publications Update Services) may also require amendment if the Contractor is to be a publication sponsor.

- 9.2.5.1** The Contractor shall provide the following publication sponsorship Services for the Defence publications identified in Section 6 of Annex A for which the Contractor is annotated as being the publication sponsor:

- a. preparing material to be incorporated into publications;
- b. liaising with Defence publication authorities for the production of publications;
- c. maintaining the distribution lists for the publications;
- d. allocating the appropriate security classification to the publications;
- e. maintaining master copies of all publications (including as structured data files, when applicable) for which the sponsor is responsible;
- f. if applicable, engaging with the sponsors of related publications (eg, for systems that interface with the Products) to co-ordinate publication activities when appropriate, ensure consistency, and reduce duplication between publications;
- g. consulting with users of the publications, including Associated Parties, regarding the readability, content and general suitability of the publications, for consideration in future updates;
- h. if applicable but not previously achieved following the development of a Publication update, obtain the approval or endorsement (as applicable) through the relevant ADF regulatory / assurance authority or Issuing Authority;
- i. ensuring the relevancy and currency of the publications by the regular inclusion of necessary new material and deletion of obsolete material; and
- j. authorising the withdrawal and disposal of the publications when they are no longer required.

- 9.2.5.2** The Contractor shall undertake publication sponsorship Services in accordance with [...INSERT REFERENCE (EG, AAP 5030.001)...].

9.2.6 Engineering Drawings (Optional)

Note to drafters: Omit the following clause (replace with 'Not used') if Engineering Drawings are not required to be provided to, and/or maintained by, the Contractor.

- 9.2.6.1** The Contractor shall maintain and update the set of Engineering Drawings identified in Section 6 of Annex A in accordance with CDRL Line Number ENG-400.

9.2.7 Technical Data Management System (Optional)

- 9.2.7.1** The Contractor shall implement a Technical Data management system, for Contractor-managed Technical Data, which is able to reconstruct the configuration status of the Technical Data at any given date during the Contract period, including the ability to:

- a. generate reports of the configuration status of documents at a specified date (eg, on the date an accident occurs); and
- b. recover or otherwise reconstruct specific documents in the same configuration as defined in a report provided pursuant to clause 9.2.7.1a.

9.2.7.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Technical Data management system, for Contractor-managed Technical Data, for the Term.

Note to drafters: If the document management system is included in the DMS, under clause 2.3, include the words in brackets in the following clause, otherwise delete the words in brackets.

9.2.7.3 [...If any functions required by clause 9.2.7.1 cannot be performed by the Commonwealth using the DMS, required by clause 2.3, ...] the Contractor shall, upon request, use the Technical Data management system to provide the Commonwealth Representative with:

- a. reports that specify the configuration status of Technical Data at the date specified by the Commonwealth Representative, within 10 Working Days of this request (or other timeframe agreed between the parties); and
- b. copies of documents, that are in the same configuration of the specified document at the date specified by the Commonwealth Representative, within 20 Working Days of this request (or other timeframe agreed between the parties).

9.2.7.4 Except where otherwise required by the Contract, the Contractor shall provide the Technical Data requested under clause 9.2.7.3b as an S&Q Service.

9.2.8 Technical Data Investigation (Optional)

Note to drafters: If the Contractor will be required to quarantine and preserve Technical Data for the purposes of accident / incident investigations, retain the following clause. If not required, replace the clause with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

9.2.8.1 The Contractor shall, at the request of the Commonwealth Representative, immediately quarantine, seal, and make available to the Commonwealth for the purpose of an investigation, all Contractor-owned Technical Data and Commonwealth-provided Technical Data and documentation related to this Contract or otherwise related to the Products Being Supported under the Contract.

9.2.9 Modification Orders and Technical Instructions (Optional)

Note to drafters: If the Contractor will be required to develop Modification Orders or Technical Instructions (eg, as part of an engineering change program), retain the following clause; otherwise, replace the clause with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

9.2.9.1 If the Contractor has been tasked to develop a Modification Order or Technical Instruction, the proposed documentation amendments shall not be incorporated into the affected publications until the Commonwealth Representative issues an Approval to do so.

9.3 Support and Test Equipment (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for guidance on how to tailor this clause.

9.3.1 The Contractor shall provide all of the S&TE, including handling equipment and hand tools, necessary for the provision of the Services, with the exception of GFE as detailed in Attachment E.

9.3.2 The Contractor shall maintain an equipment calibration register for all S&TE that requires calibration and shall, upon request, provide the Commonwealth Representative with access to the equipment calibration register within two Working Days of this request (or other timeframe agreed between the parties).

Note to drafters: Depending on the S&TE, accrediting agencies other than NATA may be applicable. Amend the following clause as required.

9.3.3 The Contractor shall ensure that S&TE requiring calibration is calibrated by an organisation accredited by the NATA for the class of testing appropriate to the equipment, and in accordance with the documentation for the equipment.

- 9.3.4 The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned S&TE.
- 9.3.5 Subject to clauses 9.3.6, the Contractor shall provide Maintenance Services for Commonwealth-owned S&TE in accordance with clause 6.

Note to drafters: The following clause may be amended to specify Contractor responsibilities with respect to delivery of S&TE, to enable this other Maintenance to be performed.

- 9.3.6 If the Contractor does not have full Maintenance responsibilities for an item of S&TE, as defined in Annex A, the Contractor shall make such S&TE available to the Commonwealth, or a third party on behalf of the Commonwealth, to allow such Maintenance to be performed.
- 9.3.7 The Contractor shall not modify S&TE provided as GFE without Commonwealth Approval, unless otherwise stated in the Contract or agreed, in writing, by the Commonwealth Representative.
- 9.3.8 Except where otherwise required by the Contract, the Contractor shall modify S&TE provided as GFE pursuant to clause 9.3.7 as an S&Q Service.

9.4 Training Equipment (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for guidance on how to tailor this clause.

- 9.4.1 The Contractor shall provide all of the Training Equipment necessary for the provision of Training Services, with the exception of Training Equipment provided as GFE, as detailed in Attachment E.
- 9.4.2 The Contractor shall maintain an equipment calibration register that includes all Training Equipment that requires calibration and shall, upon request, provide the Commonwealth Representative or a delegated representative with access to that equipment calibration register within two Working Days of this request (or other timeframe agreed between the parties).

Note to drafters: Depending on the Training Equipment, accrediting agencies other than NATA may be applicable. Amend the following clause as required.

- 9.4.3 The Contractor shall ensure that Training Equipment requiring calibration is calibrated by an organisation accredited by NATA for the class of testing appropriate to the equipment, and in accordance with the documentation for the equipment.
- 9.4.4 The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned Training Equipment.
- 9.4.5 Subject to clause 9.4.6, the Contractor shall provide Maintenance Services for Commonwealth-owned Training Equipment in accordance with clause 6.

Note to drafters: The following clause may be amended to specify the Contractor responsibilities with respect to delivery of Training Equipment, to enable this other Maintenance to be performed.

- 9.4.6 If the Contractor does not have full Maintenance responsibilities for an item of Training Equipment, as defined in Annex A, the Contractor shall make such Training Equipment available to the Commonwealth, or a third party on behalf of the Commonwealth, to allow such Maintenance to be performed.

Note to drafters: The following clause will not be required when there are no items of Training Equipment included in the GFE list.

- 9.4.7 The Contractor shall not modify Training Equipment provided as GFE without Commonwealth Approval, unless otherwise stated in the Contract or agreed, in writing, by the Commonwealth Representative.
- 9.4.8 Except where otherwise required by the Contract, the Contractor shall modify Training Equipment provided as GFE pursuant to clause 9.4.7 as an S&Q Service.

9.5 Packaging (Core)

Note to drafters: A clause should be selected from the following options dependent on whether any Packaging will be provided as GFE. If the Commonwealth is providing Packaging, such as

reusable shipping containers, specially manufactured containers for road transport or air transportation containers, it should be listed in the GFM at Attachment E Annex A.

Option A: For when Packaging will not be included as GFM.

9.5.1 The Contractor shall provide all of the Packaging and packaging materials necessary for the performance of the Services.

Option B: For when Packaging will be included as GFM.

9.5.2 The Contractor shall provide all of the Packaging and packaging materials necessary for the performance of the Services, with the exception of the Special Packaging provided as GFM.

9.5.3 The Contractor shall ensure that all Items to be delivered to the Commonwealth are packaged and marked for delivery with appropriate package labels, consignment documentation and documentation language standards, as may be necessary to:

- a. comply with applicable legislative and regulatory requirements, including the WHS Legislation; and
- b. meet the requirements of the Contract.

Note to drafters: Consideration should be given to further identifying the specific section(s) of DEF(AUST) 1000C applicable to the types of deliverable items under the Contract.

9.5.4 Unless otherwise agreed in writing by the Commonwealth Representative, the Packaging and packaging materials used by the Contractor for the packaging of Stock Items and other Items that are to be delivered to the Commonwealth shall comply with DEF(AUST)1000C. Specifically, in applying DEF(AUST)1000C the Contractor shall:

- a. identify the NSN (if applicable), serial numbers, use by date and batch lot number:
 - (i) use code 128 linear bar codes and GS1 two-dimensional data matrix codes, in accordance with Part 12; and
 - (ii) locate markings in accordance with Part 5, Section A, Annex A, Appendix 1; and
- b. where applicable, package items to the packaging levels defined in Part 2.

9.6 Facilities (Optional)

Note to drafters: Select from the following options, depending upon whether or not GFF will be provided. For additional optional clauses and guidance, refer to the SOW Tailoring Guide.

Option A: For when GFF will not be provided:

9.6.1 The Contractor shall provide all of the Facilities necessary for the performance of the Services.

Option B: For when GFF will be provided (include when clause 3.18 is included):

9.6.2 The Contractor shall provide all of the Facilities necessary for the performance of the Services, with the exception of GFF listed in Attachment O.

Note to drafters: If Option B (above) is selected, select from the following options to describe Contractor maintenance responsibilities for GFF. The option chosen needs to be consistent with clauses 6.3 and 6.4 of Attachment O and the list of Contractor Maintained Licensed Fittings. If there is more than one GFF Licensed Area, each GFF Licensed Area should be addressed.

Option B-1: Include when the Contractor will maintain the buildings and all the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

9.6.3 The Contractor shall carry out maintenance as is necessary to maintain the GFF Licensed Area (including Licensed Fittings) in good and functional repair and condition.

Option B-2: Include when SEG will maintain the buildings and the Contractor will maintain all or some of the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

9.6.4 The Contractor shall carry out maintenance as is necessary to maintain the Contractor Maintained Licensed Fittings in good and functional repair and condition.

Option: Include this clause with Option B. Edit to include 'GFF Licensed Area' for Option B-1 or 'Contractor Maintained Licensed Fittings' for Option B-2.

9.6.5 The Contractor shall maintain the [...INSERT 'GFF Licensed Area' OR 'Contractor Maintained Licensed Fittings'...] in accordance with all applicable laws and the applicable maintenance manuals, manufacturer's recommendations, and otherwise in accordance with good industry practice.

Note to drafters: The following option is for specialised maintenance or other responsibilities allocated to the Contractor via Annex A to the SOW, in addition to the GFF Licence. For example, embedded equipment (eg, caisson doors or hangar doors) that need specialised maintenance.

Option C: For use if GFF requires specific support activities, as defined in Annex A.

9.6.6 In addition to the general care and maintenance requirements defined in the GFF Licence, the Contractor shall carry out the specific support and maintenance activities for which the Contractor has been allocated responsibility as defined in Section 7 of Annex A.

9.7 Computer Support (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for guidance on how to tailor this clause.

9.7.1 The Contractor shall provide all of the computer support required to enable the provision of the Services, with the exception of GFE.

9.7.2 The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned computer support equipment.

9.7.3 Except where otherwise required by the Contract, Maintenance Services and modifications for Commonwealth-owned computer support equipment provided as GFE will be provided by the Commonwealth.

Note to drafters: The following clause may be amended to specify Contractor responsibilities with respect to delivery of computer support equipment to enable Maintenance to be performed.

9.7.4 To allow for the Maintenance and modification of Commonwealth-owned computer support equipment, the Contractor shall make computer support equipment available to the Commonwealth, or a third party on behalf of the Commonwealth.

Option: To be included / modified if the Contractor will provide software to the Commonwealth.

9.7.5 The Contractor shall ensure that all software files to be provided to the Commonwealth Representative in the course of provision of Services, plans and reports, are compatible with the Defence Standard Operating Environment (SOE), as advised by the Commonwealth Representative, or other applications specifically required by the Contract.

10. AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Note to drafters: This clause includes AIC Subcontractors. If the draft Contract will not include AIC Subcontractors, then the clause may be amended to remove them.

10.1 AIC Management (Core)

- 10.1.1** The Contractor shall develop, deliver and update the AIC Plan in accordance with CDRL Line Number AIC-100.
- 10.1.2** The Contractor shall manage and conduct the AIC program in accordance with the Approved AIC Plan, this clause 10, Attachment F, and clause 4 of the COC.
- 10.1.3** The Contractor shall provide progress and performance reports for the AIC program as part of each applicable CSR, as required by the CDRL.
- 10.1.4** The Contractor shall provide an AIC Compliance Certificate at the same time as each applicable CSR delivery. The Contractor shall also ensure that each AIC Subcontractor provides an AIC Compliance Certificate, which are to be included with each applicable CSR.

Option: Include these clauses when ACE Measurement Points are included in the Contract.

- 10.1.5** The Contractor shall also provide an AIC Compliance Certificate to accompany each Australian Contract Expenditure (ACE) measurement report, as required under clause 10.1.6. The parties acknowledge that AIC Subcontractors are not required to provide AIC Compliance Certificates to accompany the ACE measurement reports.
- 10.1.6** The Contractor shall provide an ACE measurement report within 30 Working Days after the occurrence of an ACE Measurement Point, which provides sufficient information and supporting documentation to establish, to the satisfaction of the Commonwealth Representative:
- a. the Achieved ACE Percentage at that ACE Measurement Point; and
 - b. that the Achieved ACE Percentage has been properly determined in accordance with the Contract.
- 10.1.7** The ACE measurement report required under clause 10.1.6 shall include a breakdown of the actual costs incurred for the Recurring Services, up until and including the ACE Measurement Point, with this breakdown to be provided to level 4 of the CWBS in respect of each of the following categories, separating amounts in respect of each category into ACE and Imported Contract Expenditure (ICE):

Note: This cost breakdown is only required for the Contractor and each AIC Subcontractor.

- a. in respect of the Contractor:
 - (i) labour costs (excluding labour provided through a Subcontract);
 - (ii) materials costs (excluding materials provided through a Subcontract);
 - (iii) other direct costs, including travel and accommodation costs;

Note to drafters: Subcontract price data adds accuracy to ACE measurement reports, but it incurs overheads. In the following subclause, insert the number of Subcontractors (other than AIC Subcontractors) to report a breakdown of ACE and ICE, with the remaining Subcontracts presented as a consolidated result (eg, 'the top five' provide individual ACE and ICE results with all other Subcontractors consolidated 'as the sixth entry'). The numbers inserted will depend on the nature and value of the Contract. The data presented will be price-level data; the Contractor is not expected to obtain cost-level data from Subcontractors.

Refer to TDR D-2.7 – the number of Subcontractors in this subclause, plus the number of AIC Subcontractors (in subclause b), should be consistent with (but may be more than) the number requested in tender responses in relation to Approved Subcontractors. Also consider the

deeming rates for Subcontracts in the ACE Measurement Rules, and any changes to the thresholds in clause 9 of draft Attachment B.

- (iv) Subcontract prices (other than prices for AIC Subcontractors and their Subcontractors, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top [...INSERT NUMBER...] Subcontractors (by price), with all other Subcontractors provided as the [...INSERT NUMBER (TH)...] entry, showing consolidated amounts for ACE and ICE);
- (v) indirect overheads; and
- (vi) all remaining price elements, including management reserve, profit and incentives, as applicable to the Contractor's work scope and in relation to Subcontracts, and

b. in respect of each AIC Subcontractor:

Note to drafters: Data for AIC Subcontractors will be price-level data, allocated to the categories listed below. The Commonwealth may obtain cost-level data through Approved Subcontractor Deeds.

- (i) labour prices (excluding labour provided through a Subcontract);
- (ii) materials prices (excluding materials provided through a Subcontract);
- (iii) other direct prices, including travel and accommodation; and

Note to drafters: In the following subclause, insert the number of Subcontractors to each AIC Subcontractor to report a breakdown of ACE and ICE, with the results consolidated for the remaining Subcontractors (eg, the top two provide individual ACE and ICE results with all other Subcontractors consolidated as the third entry). Amend the subclause if all Subcontract results are to be consolidated (eg, "Subcontract prices (consolidated amounts for ACE and ICE for all Subcontractors to the AIC Subcontractor)"). The data presented will be price-level data; AIC Subcontractors are not expected to obtain cost-level data from their Subcontractors.

- (iv) Subcontract prices (inclusive of all Subcontractors to the AIC Subcontractor, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top [...INSERT NUMBER...] Subcontractors (by price), with all other Subcontractors provided as the [...INSERT NUMBER [RD, TH]...] entry, showing consolidated amounts for ACE and ICE).

10.1.8 When a CSR is due at approximately the same time as the ACE measurement report, the Contractor may submit a single AIC Compliance Certificate to cover both requirements.

10.1.9 Without limiting the respective parties' rights and obligations under clause 11.7 of the COC, the Commonwealth may conduct:

- a. a review at the Contractor's premises prior to, or following, the submission of the first CSR to assess and verify the adequacy of the Contractor's financial management information system and data collection methods, particularly to confirm the implementation of the ACE Measurement Rules in accordance with clause 7.15 of the COC; and
- b. AIC program reviews, no more frequently than annually, at the Contractor's premises and/or the premises of AIC Subcontractors to verify the nature and level of the work actually performed and the achievements against the requirements of this clause 10 and Attachment F, including against the Approved AIC-related plans and the Subcontractor AIC Plans.

10.1.10 The Contractor shall facilitate, and shall ensure that AIC Subcontractors facilitate, the AIC program reviews undertaken in accordance with clause 10.1.9.

10.1.11 The Contractor shall flow down the AIC program review requirements of this clause 10.1 to AIC Subcontractors.

10.2 General AIC Activities (Core)

10.2.1 General

10.2.1.1 The Contractor shall undertake the required activities to support the achievement of the AIC Objectives in accordance with the Approved AIC Plan and other applicable Approved plans, including:

Note to drafters: Amend the following subclauses to suit the requirements of the Contract. See AIC Guide for ASDEFCON for further guidance.

- a. undertaking, designing, developing, implementing, and achieving Acceptance of (as applicable) the Australian Industry Activities (AIAs) identified in Attachment F, including undertaking any activities that are necessary or incidental to these AIAs, such as the transfer of technology, TD/IP, know-how and know-why;
- b. collaborating with the Commonwealth to identify OPMs, which are relevant to the measurement of AIC outcomes during particular stages of, or activities under, the Contract and incorporating these OPMs into the Contract in accordance with clause 3.2.5.4, including the measures to be collected, associated collection methods, and analysis techniques;
- c. conducting AIC progress meetings to review progress against the Approved AIC-related plans, Subcontractor AIC Plans, and the activities required under this clause 10, with these AIC progress meetings to be conducted as part of each CPR under clause 3.4.7;
- d. continually assessing the capabilities of Australian Industry in relation to the provision of support for the Products Being Supported to identify any Industrial Capability and/or skills gaps, including in relation to Sovereignty, and report these to the Commonwealth at the AIC progress meetings or as otherwise required to meet the requirements of the Contract;
- e. continually and proactively working to identify additional opportunities for Australian Industry (particularly SMEs and Local Businesses) to participate in the Contract work and include these opportunities into the Contract in accordance with the Approved AIC Plan and clause 10.2.2; and
- f. conducting other activities as set out in this clause 10, Attachment F, and the Approved AIC Plan.

10.2.2 Opportunities to Enhance AIC

10.2.2.1 The Contractor acknowledges that opportunities to promote and enhance the AIC Objectives ('**Australian Industry Opportunities**' or '**AIOs**') will arise during the Term, including:

Note to drafters: Amend the following clause if CSC Services are included in the Contract.

- a. opportunities that the Contractor and/or an AIC Subcontractor identify to create or enhance Industrial Capabilities or to expand the scope of work being undertaken by Australian Entities (particularly SMEs and Local Businesses), including opportunities that arise out of changes to the Contract through CCPs or proposed S&Q Services [...or proposed CSC Tasks...]; and
- b. opportunities arising out of proposed procurements relating to the Products Being Supported and/or the Materiel System, which are those procurements that:
 - (i) are identified in the Approved AIC Plan as providing opportunities for Australian Industry;
 - (ii) arise due to a need to implement new Subcontracts (eg, as part of a Major Change to the Mission System or arising out of the CIE Program or proposed S&Q Services); or
 - (iii) arise due to existing Subcontracts proving to be unsatisfactory for reasons identified by either the Contractor or the Commonwealth (eg, due to performance issues and/or Sovereignty concerns), including as identified

through the performance monitoring and measurement requirements of the Contract,

(collectively known as 'Procurement-related AIOs').

10.2.2.2 The parties further acknowledge that the types of opportunities identified at clause 10.2.2.1 will have a natural level of AIC (including ACE) associated with them, but that, with investment by the Contractor, an AIC Subcontractor and/or the Commonwealth, the outcomes against the AIC Objectives and/or the ADF Capability Objectives (eg, in relation to Sovereignty) may be able to be significantly enhanced. Where such circumstances arise, the Contractor shall, and shall ensure that AIC Subcontractors:

- a. actively consult with the Commonwealth in relation to the identified opportunities; and
- b. except where otherwise agreed in writing by the Commonwealth Representative, manage and progress the identified opportunities as potential Innovations / Efficiencies under the CIE Program in accordance with clause 13.

10.2.3 Subcontracting Requirements for AIC (Core)

10.2.3.1 The Contractor shall flow down AIC program management requirements into each Subcontract with an AIC Subcontractor, which requires the AIC Subcontractor to:

- a. develop, deliver and update a Subcontractor AIC Plan, which details the specific activities and other commitments that the AIC Subcontractor will undertake in connection with the performance of its Subcontract;
- b. report achievements against the Subcontractor AIC Plan; and
- c. conduct other activities, as required by the Contract, to support achievement of the AIC Objectives.

10.2.3.2 Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontractor AIC Plan(s) within five Working Days of the request.

10.2.3.3 The Contractor shall ensure that AIC Subcontractors manage and conduct their AIC programs in accordance with their Subcontractor AIC Plans.

10.2.3.4 The Contractor shall identify the Technical Data to be used by ANZ Subcontractors in the TDL delivered in accordance with clause 9.2.2.

10.2.3.5 If, at any time, the Contractor identifies any Issues or risks related to the provision of Technical Data to an ANZ Subcontractor, which could materially affect or undermine the achievement of the AIC Obligations, the AIC Objectives, or the work allocated to an ANZ Subcontractor, the Contractor shall notify the Commonwealth within five Working Days of identifying the Issue(s) or risk(s).

10.2.3.6 The Commonwealth may request an ad hoc meeting, in accordance with clause 3.4.6, to address the Issue(s) or risk(s) identified in accordance with clause 10.2.3.5.

10.3 Development and Sustainment of Defence-Required Australian Industry Capabilities (Optional)

Note to drafters: Include this clause if the Contract will include one or more DRAICs otherwise, delete the clause and annotate the heading as 'Not used'. DRAICs may specify requirements relating to Sovereign Defence Industrial Priorities (SDICPs) or other key Industry Capabilities (not related to SDIPs) that enable ADF Capability. Refer to Attachment F and the AIC Guide for ASDEFCON for further information.

10.3.1 General

10.3.1.1 The Contractor acknowledges and agrees that:

- a. the Defence-Required Australian Industrial Capabilities (DRAICs) applicable to the Contract are set out in Attachment F, including any operating and support concepts and associated functional, performance and programmatic requirements applicable to each DRAIC;

- b. a fully operational and supported DRAIC is a system that comprises a set of DRAIC Elements, such as equipment, facilities, personnel and Technical Data, which are organised in a manner that enables the DRAIC to provide the required Industrial Capability(ies);
- c. the plans for developing and implementing a DRAIC need to address how the required DRAIC Elements are identified, defined, implemented and integrated together to produce a fully operational and supported DRAIC;
- d. each DRAIC will be subject to a process of assurance leading to Acceptance, in whole or in part, in accordance with the requirements of clause 10.3.2 and clause 6.8 of the COC; and
- e. for each DRAIC that will be wholly Accepted as a complete and operational DRAIC under the Contract, the DRAIC will be:
 - (i) operated (or employed) by the Australian Entity within which the DRAIC has been implemented (which may be the Contractor, an AIC Subcontractor or other Subcontractor (eg, an SME or Local Business)); and
 - (ii) sustained in accordance with this clause 10.3 and any support concepts and requirements pertaining to the DRAIC set out in Attachment F.

10.3.1.2 The Contractor shall address planning for the development, implementation, delivery and assurance of DRAICs (to satisfy the Industrial Capability and programmatic requirements in Attachment F) in:

Note to drafters: Ensure that Operative Date requirements in clause 1.5 of the COC identify any applicable DRAIC requirements for implementation and Acceptance.

- a. the PHIP, for those DRAICs:
 - (i) that are required to be Accepted prior to the Operative Date; or
 - (ii) for which implementation is required to be commenced prior to the Operative Date, but Acceptance will not occur until after the Operative Date; and

Note to drafters: Include reference to the RUMP in the following clause if a RUMP will be required under the Contract. The other applicable plans will include the governing plans for each of the Support System Constituent Capabilities as well as other specific plans, such as a Software Support Plan (SWSP) (if required).

- b. the AIC Plan, [... RUMP ...] and other applicable plans, for those DRAICs required to be Accepted after the Operative Date.

10.3.1.3 The Contractor shall manage and conduct the development, implementation, delivery, assurance and sustainment of the DRAICs in accordance with this clause 10.3, and the applicable Approved governing plans in accordance with clause 10.3.1.2.

10.3.2 DRAIC Development, Implementation and Acceptance

10.3.2.1 The Contractor shall:

- a. collaborate with the Commonwealth and any applicable AIC Subcontractor(s) to ensure that the detailed operating and support concepts and associated requirements for each DRAIC are appropriately derived from the higher-level needs and requirements set out in the Contract (eg, Attachment F) and agreed between the parties;
- b. to the extent applicable to each DRAIC, ensure that the following activities are undertaken in conjunction with any applicable AIC Subcontractor(s):
 - (i) identify and define the requirements for each of the DRAIC Elements;
 - (ii) identify, define, design and construct the infrastructure and facilities required for the DRAIC;
 - (iii) identify, define and document the processes required to enable the DRAIC to undertake its required activities, including those activities required to sustain the DRAIC;

- (iv) identify, define, design, develop, procure and/or install the equipment, Information and Communications Technology (ICT), Software and Technical Data elements required for the DRAIC, including for sustaining the DRAIC;
- (v) identify, recruit, transfer, and/or train the personnel required to enable the DRAIC to undertake its required activities, including for sustaining the DRAIC;
- (vi) integrate the DRAIC Elements to produce a fully operational and supported DRAIC; and

Note: The Commonwealth may Accept and may choose to own strategically significant items of equipment or Software that form part of the DRAIC, but if not, the Commonwealth will only Accept the DRAIC as a complete entity in accordance with clause 10.3.2.3.

- (vii) undertake the necessary assurance activities leading to Acceptance of the DRAIC; and

- c. undertake the required work to define, develop and implement each DRAIC to satisfy any programmatic requirements for that DRAIC, including those requirements identified in Attachment C and Attachment F.

10.3.2.2 The Contractor shall report on the progress of, and any Issues or risks identified in relation to, the development, implementation and, where applicable, operation of the DRAICs:

- a. as part of the standard reports required under the Contract, including the SSVM (if applicable), CSR, Issue Register and Risk Register; and
- b. if urgent action is required to address the identified Issue(s) or risk(s), by notice within five Working Days of identifying the Issue(s) or risk(s).

10.3.2.3 Except to the extent set out elsewhere in the Contract, the Commonwealth will not Accept any individual DRAIC Elements, but will Accept the DRAIC when it is complete and both operational and supported.

10.3.2.4 When either the Commonwealth or the Contractor assesses that a DRAIC is ready for Acceptance, the Contractor shall hold a DRAIC Readiness Review (DRAICRR) in accordance with Attachment F and the Approved AIC Plan.

10.3.2.5 The Contractor acknowledges that the objectives of the DRAICRR are to:

- a. demonstrate that the DRAIC meets the required criteria to enable Acceptance of the DRAIC to be achieved, including that the DRAIC meets the applicable requirements of the Contract;
- b. confirm that the required DRAIC Elements are in place and the DRAIC can perform the required operating and support functions for the sustainment and/or evolution of the Products Being Supported and/or the Capability or Other Capabilities; and
- c. confirm that support arrangement for sustaining the DRAIC are in place, such that it is, and will be, operational when required and for the duration required.

10.3.2.6 The Contractor's entry criteria, exit criteria and objectives for DRAICRR shall include those defined in Attachment F.

10.3.3 DRAIC Operations, Sustainment and Ongoing Assurance

10.3.3.1 For each DRAIC that is to be Accepted under the Contract, the Contractor shall, and shall ensure that (to the extent required) AIC Subcontractors:

- a. commence operating or utilising each DRAIC to achieve the purposes for which it was established as soon as practicable after it has been Accepted; and
- b. except where otherwise agreed in writing by the Commonwealth Representative, not utilise any other means to undertake the required activities intended to be performed by each DRAIC or to achieve the required outcomes to be provided by the DRAIC.

10.3.3.2 The Contractor shall, and shall ensure that (to the extent required) AIC Subcontractors, sustain all DRAICs that:

- a. have been established by the Contractor or an AIC Subcontractor under the Contract; and

- b. are resident in the Contractor or an AIC Subcontractor, until the earlier of:
 - c. expiry or termination of the Contract; or
 - d. a particular timeframe agreed in writing by the Commonwealth Representative (including through the Approved AIC Plan).

10.3.3.3 The Contractor acknowledges and agrees that sustaining a DRAIC includes ensuring that it is, and will be, operational when required, which includes ensuring that the respective DRAIC Elements are serviceable, current and/or available (as applicable), including that:

- a. the infrastructure, facilities, ICT and equipment for both operations and support are maintained and serviceable;
- b. all plans and procedures for both operations and support are in place, up-to-date and available to DRAIC personnel; and
- c. all DRAIC personnel for both operations and support are qualified to undertake their respective activities and can be made available to undertake these activities in a timeframe that enables the DRAIC to be operational when required.

Note: The following clause applies to any DRAICs that have been established in either a Subcontractor to the Contractor or a Subcontractor to an AIC Subcontractor.

10.3.3.4 For any DRAICs not covered by clause 10.3.3.2, which have been established under the Contract and will be required only intermittently during the remainder of the Contract (eg, due to variations in demand), the Contractor shall ensure that assurance activities are conducted [..., including in accordance with clause 10.4.4,...] to continually monitor and assess the ongoing viability of those DRAICs, with the aim of ensuring that they will be available when required for the subsequent Contract activities or for the sustainment of the Materiel System (as applicable).

10.3.3.5 The Contractor shall report on any Issues or risks identified in relation to the ongoing viability and sustainment of those DRAICs covered by clause 10.3.3.4 as part of the standard reports required under the Contract, including the SSVM (if applicable), CSR, Issue Register and Risk Register.

10.4 Supply Chain Management (Optional)

Note to drafters: Refer to the AIC Guide for ASDEFCON for guidance, including if a Supply Chain Management Plan should be required and options for further supply chain activities.

10.4.1 General

10.4.1.1 The parties acknowledge and agree that this clause 10.4 addresses those supply chain and related activities that enable and actively promote achievement of the AIC Objectives, including:

Note to drafters: Delete reference to clause 3.14 in the following clause if that clause is not included in the SOW.

- a. the implementation, ongoing management and, where applicable, development of the contracting and related networks that provide goods and services to satisfy the requirements of the Contract, including the Contractor, direct Subcontractors, lower-tier Subcontractors, and related entities (eg, OEMs) that are subject to other types of agreements, such as support agreements under clause 3.14;
- b. the overall coordination across all other Services (eg, across the different Support System Constituent Capabilities) to address supply chain considerations from the perspective of Australian Industry, including (for example) the necessary interactions with:
 - (i) the logistics aspects of a supply chain (ie, the delivery system comprising organisations, people, activities, information, and resources that are involved in supplying a product or service to the Commonwealth); and

- (ii) the specialist networks that must exist to satisfy the regulatory / assurance or similar requirements of the Contract (eg, Design Support Networks and Maintenance Support networks);
- c. procurement and subcontracting activities relating to suppliers that either are, or may become, Subcontractors, including for the Procurement-related AIOs, as defined under clause 10.2.2.1b;

Note to drafters: Include any procurement-specific objectives or outcomes in the following clause, such as may be included under Commonwealth Requirements for Supply Chain Implementation and Development under clause 10.4.3. Refer to the AIC Guide for ASDEFCON for further guidance.

- d. [...INSERT PROCUREMENT SPECIFIC REQUIREMENTS IF ANY...]; and
- e. supply chain assurance, including supply chain monitoring.

10.4.1.2 Without limiting or otherwise affecting the operation of the parties' rights and obligations in the Contract, the Contractor shall undertake, and shall ensure that AIC Subcontractors undertake, all supply chain management activities:

- a. in accordance with the Approved AIC Plan, the respective Subcontractor AIC Plans, other applicable governing plans (eg, Approved MMP and Approved IEIP), and this clause 10.4; and
- b. in a manner that promotes achievement of the AIC Objectives.

10.4.2 Procurement Activities Leading to Subcontract – Requirements for AIC

10.4.2.1 The parties acknowledge and agree that the requirements under this clause 10.4.2 are only applicable to those activities associated with engaging with potential Subcontractors in relation to Procurement-related AIOs.

10.4.2.2 In undertaking the procurement activities leading to the establishment of a Subcontract for the scope of procurements covered by clause 10.4.2.1, the Contractor shall support the achievement of the AIC Objectives by:

- a. structuring the activities to maximise opportunities for Australian Industry to participate in the procurement on a fair and equitable basis;
- b. seeking advice from applicable representative organisations / advocates (eg, the Office of Defence Industry Support (ODIS)), including to identify opportunities for Australian Entities (particularly SMEs and Local Businesses), with the aim of establishing and/or helping to maintain a sustainable industry base in support of the Contract work and, where applicable, the Capability and Other Capabilities;
- c. wherever applicable, ensuring that the procurement activities address any AIAs set out in Attachment F;
- d. for procurement activities relating to a supplier that either is, or may become, an Approved Subcontractor, working collaboratively with the Commonwealth to understand the full extent of the potential capability and capacity of Australian Industry to meet the requirements of each procurement, including any procurement-specific Sovereignty requirements;
- e. where, as part of its procurement activities to establish a Subcontract, the Contractor identifies an Australian Entity where the goods and/or services from that supplier require further development to be suitable for incorporation into the Services, the Contractor shall:
 - (i) advise the Commonwealth accordingly; and
 - (ii) unless otherwise notified in writing by the Commonwealth, progress this procurement activity as a potential Innovation / Efficiency under the CIE Program in accordance with clause 13; and
- f. where the Contractor envisages that the procurement activities will produce an outcome that does not support achievement of the AIC Objectives (eg, an Australian Entity will not be selected) and this circumstance was not identified in the Approved

documentation covering the procurement (eg, the Approved AIC Plan or the Approved S&Q Order), the Contractor shall liaise with the Commonwealth to determine the way forward, including (where applicable) progressing the procurement activity as a potential Innovation / Efficiency under the CIE Program in accordance with clause 13.

- 10.4.2.3** The Contractor shall report on its procurement activities, leading to the establishment of Subcontracts within the scope of procurements covered by clause 10.4.2.1, as part of the CSR.

10.4.3 Commonwealth Requirements for Supply Chain Implementation and Development

Note to drafters: Refer to the AIC Guide for ASDEFCON for guidance on potential clauses to be included here, such as regional engagement and development (eg, for Local Businesses), prequalification of suppliers, industry forums, monitoring and repatriation of overseas services / supplies, and Subcontractor workforce development and management.

10.4.3.1 [...INCLUDE PROCUREMENT-SPECIFIC REQUIREMENTS IF ANY...]

10.4.4 Supply Chain Assurance

- 10.4.4.1** The Contractor shall conduct, and shall ensure that its AIC Subcontractors conduct (to the extent required), assurance activities in accordance with the Approved AIC Plan [... INSERT "and Approved ISSMP" IF APPLICABLE...] to monitor and assess the ANZ Sovereignty-related elements of their supply chain for the Products Being Supported, which are:

- a. those Industrial Capabilities (including DRAICs and other applicable AIAs identified in Attachment F) resident in Subcontractors (other than AIC Subcontractors) that are required to sustain and/or evolve the Products Being Supported; and
- b. the ANZ elements of the Contractor's supply chain (including the ANZ elements of the AIC Subcontractors' supply chains) that are expected to be required during the sustainment phase for the Products Being Supported,

with the aim of ensuring that those Industrial Capabilities and ANZ elements of the Contractor's supply chain will be available when required over the Term and, to the extent practicable, enduring for the life of the Products.

- 10.4.4.2** The Contractor shall report to the Commonwealth on any Issues or risks identified in relation to the Sovereignty-related elements of their supply chain for the Products Being Supported:

- a. as part of the standard reports required under the Contract, including the CSR, Issue Register and Risk Register; and
- b. if urgent action is required to address the identified Issue(s) or risk(s), within 10 Working Days of identifying the Issue(s) or risk(s).

- 10.4.4.3** If requested by the Commonwealth Representative, the Contractor shall meet with the Commonwealth to discuss the Issue(s) or risk(s) identified pursuant to clause 10.4.4.2.

- 10.4.4.4** This meeting shall be conducted as an ad hoc meeting in accordance with clause 3.4.6, with the objective of the meeting being to determine the best approach to address the Issue(s) and mitigate the risks(s) (which, for clarity, could include doing nothing). The Contractor shall ensure that AIC Subcontractors' representatives participate in the meeting where relevant to the Issue(s) and risk(s) being addressed.

- 10.4.4.5** If the parties agree that the best approach to resolving the Issue(s) or risk(s) requires a change to the Contract, the Contractor shall raise a CCP in accordance with clause 11.1 of the COC to incorporate the required scope of work into the Contract.

11. QUALITY MANAGEMENT (CORE)**11.1 Contractor Quality Responsibilities (Core)**

11.1.1 The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements', or other internationally accepted equivalent standard as agreed by the Commonwealth Representative, on or before the Operative Date, which is applicable to the work to be performed under the Contract.

Note to drafters: *The following clause may be included when the Contractor will be required to perform specific activities in direct support to the Defence regulatory / assurance / materiel safety representative. Note that prior to the Contractor having access to these procedures via a Defence QMS, the applicable orders / instructions will need to be provided as GFI/GFD.*

Option: *Include this option when the Contractor is to operate under a Defence QMS aligned to ADF regulatory / assurance framework requirements.*

11.1.2 The Contractor shall ensure that the QMS in clause 11.1.1 incorporates the following processes, documented in the [...INSERT REFERENCE TO THE DEFENCE QMS...], to enable compliance with the applicable ADF regulatory / assurance frameworks:

- a. [...INSERT eg. SPO orders for the procedures identified under clause 5.4.1...];
- b. [...INSERT eg. SPO order for the procedures identified under clause 6.4.1...]; and
- c. [...INSERT ANY OTHER REGULATORY / ASSURANCE PROCEDURE...].

11.1.3 The Contractor shall maintain and apply the QMS in clause 11.1.1 to the provision of the Services and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

11.1.4 During progress of work under the Contract, the Commonwealth may perform Audit and Surveillance activities (either independently or by participating in the Contractor's internal audits, as determined by the Commonwealth Representative) in relation to the work performed, including any of the following:

- a. System Audit;
- b. Process Audit; or
- c. Product Audit.

11.1.5 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to perform Audit and Surveillance activities as described in clause 11.1.4.

11.1.6 The Contractor shall ensure that all Approved Subcontractors have Quality management systems that are appropriate to the work required under the Subcontract.

11.1.7 The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor under clause 11.1.

11.1.8 The Contractor shall maintain records pertaining to the planning and Verification of the Quality of the Services for a minimum period of seven years after the Term.

11.2 Quality Management Planning (Core)

Note to drafters: *Select Option A for a stand-alone Quality Plan or Option B if Quality Management planning is to be rolled up into the SSMP (and amend the CDRL to remove the stand-alone Quality Plan).*

Option A: *For when a stand-alone Quality Plan is required:*

11.2.1 The Contractor shall develop, deliver and update a Quality Plan in accordance with CDRL Line Number MGT-140.

Option B: For when the Quality Plan is to be rolled up into the SSMP:

11.2.2 The Contractor shall address management of, and planning for, the Quality program in the SSMP.

11.2.3 The Contractor shall:

- a. ensure that Quality program plans are developed for all Approved Subcontractors; and
- b. incorporate the Quality program plans for all Approved Subcontractors into the [...INSERT 'Quality Plan' OR 'SSMP'...].

11.2.4 The Contractor shall manage the Quality program for the Contract in accordance with the Approved [...INSERT 'Quality Plan' OR 'SSMP'...].

11.3 Quality Systems, Process and Product Non-Conformances (Core)

11.3.1 If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 11.1.4 or otherwise that, in relation to the provision of the Services:

- a. the Quality system being applied no longer conforms to the Certified QMS;
- b. the Quality procedures and processes do not conform to the Approved [...INSERT 'Quality Plan' OR 'SSMP'...]; or
- c. the products produced do not conform to agreed product specifications,

then the Commonwealth Representative may notify the Contractor of the details of the non-conformance and require the Contractor to correct the non-conformance within the period specified in the notice.

11.3.2 The Contractor shall take whatever action is necessary to correct a legitimate Quality system/process/product non-conformance within the period specified in the notice issued pursuant to clause 11.3.1 or within any period agreed in writing by the Commonwealth Representative and shall notify the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

Option: For when elements of the Contract could contain significant technical risk (eg, ECP development under Engineering Support).

11.3.3 The Commonwealth Representative may direct the Contractor in a notice issued under clause 11.3.1, to cease work on any specified aspect of the Contract, which the Commonwealth determines may be affected by the non-conformance of a quality system/process/product to the specified standard. The Contractor shall comply with any such direction, and shall not recommence work on the specified aspect of the Contract until directed to do so by notice from the Commonwealth Representative. Delay caused by cessation of work under this clause shall not entitle the Contractor to postponement under clause 6.4 of the COC.

11.4 Non-Conforming Services (Core)

11.4.1 If the Contractor seeks to use non-conforming materials or work in the Services, it shall develop and deliver an Application for a Deviation, together with all supporting documentation, in accordance with CDRL Line Number MGT-160. The Contractor may seek, through an Application for a Deviation, Commonwealth Approval of a Deviation on a temporary or permanent basis.

11.4.2 The Commonwealth shall use reasonable endeavours to consider an Application for a Deviation within a reasonable timeframe, having regard to:

- a. the nature of the non-conformance(s) identified in the Application for a Deviation;
- b. the impact that the non-conformance(s) may have on the operation, use and support of the Products Being Supported and the provision of the Services;
- c. the effect on the Capability and other impacts on the Commonwealth associated with the non-conformance(s); and

- d. the availability of the resources required to assess the Application for a Deviation, and may advise the Contractor of the timeframe within which it expects to be able to evaluate the Application for a Deviation and provide Approval or otherwise.
- 11.4.3** The Commonwealth may Approve or not Approve an Application for a Deviation, and may provide Approval subject to any amendments to, or conditions on the Approval of, the Application for a Deviation, as deemed necessary by the Commonwealth Representative.
- 11.4.4** Any Approval of an Application for a Deviation shall not release the Contractor from due performance of any of its obligations under the Contract, except to the extent specifically set out in the Approved Application for a Deviation.
- 11.4.5** The Contractor acknowledges that Approval of an Application for a Deviation does not constitute a representation that the Commonwealth Representative will Approve an Application for a Deviation for the same or a similar non-conformance in the future.
- 11.4.6** If a temporary Application for a Deviation (ie, one that does not involve a permanent design change) is Approved, the Contractor shall undertake all actions to rectify the non-conformance in accordance with the timeframes and any other requirements for such rectification, or to meet any conditions specified in the Approved Application for a Deviation.
- 11.4.7** When the Contractor has rectified the non-conformance(s) in an Approved temporary Application for a Deviation, it shall notify the Commonwealth and seek closure of the Application for a Deviation by submitting, with the notice, evidence to demonstrate that the applicable non-conformance(s) have been rectified ('Request for Closure of a Deviation').
- 11.4.8** Upon receipt of the Request for Closure of a Deviation, the Commonwealth will consider the evidence contained in it and will, within a reasonable period, having regard to:
- a. the nature of the non-conformance(s);
 - b. the nature, extent and completeness of evidence provided by the Contractor for review by the Commonwealth; and
 - c. the availability of the resources required to assess the evidence,
- review the Request for Closure of a Deviation and accompanying evidence and, by notice to the Contractor, either:
- d. confirm that the identified non-conformance(s) have been rectified and that the temporary Application for a Deviation can be closed; or
 - e. reject the Request for Closure of a Deviation, and provide reasons for the rejection.
- 11.4.9** If the Commonwealth rejects a Request for Closure of a Deviation, the Contractor shall:
- a. address the Commonwealth's concerns identified in its notice of rejection within 10 Working Days (or other timeframe agreed between both parties); and
 - b. once the Commonwealth's concerns have been addressed to the satisfaction of the Commonwealth Representative, resubmit the Request for Closure of a Deviation in accordance with clause 11.4.7.
- 11.4.10** For clarity, the Contractor shall undertake all activities referred to in this clause 11.4 as Recurring Services.

12. HEALTH, SAFETY AND ENVIRONMENT (CORE)**12.1 Problematic Substances and Problematic Sources (Core)****12.1.1 Problematic Substances (Core)**

Note to drafters: Amend clause 12.1.1.1 if work on Commonwealth Premises is not applicable.

12.1.1.1 The Contractor shall not:

- a. use, handle or store a Problematic Substance in connection with performing a process specified by the Commonwealth (eg, within specified Technical Data);
- b. use, handle or store a Problematic Substance on Commonwealth Premises; or
- c. incorporate or embed a Problematic Substance within a Deliverable that may affect the health or safety of personnel (including Commonwealth Personnel), or contamination of the environment, during reasonably foreseeable use, support and disposal activities,

unless the Problematic Substance is an Approved Substance that is used, handled, stored, incorporated or embedded (as applicable) for a purpose for which it is Approved.

Option: Include these clauses if the Contractor / Approved Subcontractors will perform work on Commonwealth Premises and that work could involve Problematic Substances.

12.1.1.2 When Approved Substances are to be brought onto Commonwealth Premises by the Contractor, the Contractor shall, directly or in co-operation with the Commonwealth, ensure that the proposed maximum quantities or volumes (as applicable) and location(s) are entered into the Defence *ChemAlert* database before the Approved Substances are brought onto Commonwealth Premises.

12.1.1.3 Whilst meeting the requirements of clause 12.1.1.1, but without limiting that clause, the Contractor may discover a Problematic Substance, identify the need for a new Problematic Substance, or propose a new purpose for an Approved Substance, and in such circumstances the Contractor shall notify the Commonwealth Representative as soon as practicable thereafter and, in any event, within five Working Days.

12.1.1.4 When the Contractor notifies the Commonwealth Representative under clause 12.1.1.3, the Contractor shall:

- a. not use that Problematic Substance, except where otherwise Approved; and
- b. at least 10 Working Days before the intended use of the Problematic Substance for the identified purpose:
 - (i) deliver to the Commonwealth for Approval, an Application for a Deviation in accordance with clause 11.4, or an update to the HSMP with details of the Problematic Substance and its proposed use, as applicable;
 - (ii) for a newly identified Problematic Substance, a Safety Data Sheet prepared in accordance with CDRL Line Number MGT-1100; and
 - (iii) if a new Authorisation is required, evidence that the Contractor has, or will obtain in a timely manner, that Authorisation.

12.1.1.5 The Contractor acknowledges and agrees that certain Hazardous Chemicals will not be Approved for use on Commonwealth Premises under any circumstances including, as identified in WHS Regulations 2011 (Cth):

- a. carcinogens under subregulation 5(1);
- b. Hazardous Chemicals with restricted use under regulation 382; and
- c. Hazardous Chemicals involving a lead process as described by regulation 392.

12.1.1.6 The Commonwealth or Contractor may, at any time, discover a Problematic Substance in CMCA which is not an Approved Substance and, in such circumstances, shall:

- a. notify the other party of the Problematic Substance as soon as practicable and, in any event, within five Working Days; and
- b. consult with the other party regarding the appropriate action(s) to be taken including, as applicable, removal of the Problematic Substance or changes to work procedures.

12.1.1.7 If the Contractor becomes aware of a substitute for an Approved Substance, with lower risk and without significant detriment to the performance of work under the Contract, the Contractor shall advise the Commonwealth as soon as practicable.

12.1.1.8 To the extent consistent with their function, any newly-developed or modified Deliverables shall not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to personnel, the Environment or the operation of other equipment.

12.1.2 Manifest of Hazardous Chemicals (Optional)

Note to drafters: Refer to the SOW Tailoring Guide if it is likely that the Contractor will hold 'manifest quantities' of Hazardous Chemicals on Commonwealth Premises (noting that such chemicals and quantities are more likely to be held in a hazardous goods area managed by JLC).

12.1.2.1 Not used.

12.1.3 Asbestos Containing Material (Optional)

Note to drafters: This clause should be included unless it has been confirmed that ACM is not present in any items that may become CMCA.

Note: If applicable, Asbestos Containing Material within Commonwealth Premises is addressed in clause 12.3.1.

12.1.3.1 If either party discovers Asbestos Containing Material (ACM) in any CMCA, that party shall notify the other party as soon as practicable.

12.1.3.2 Notification under clause 12.1.3.1 by either party shall, as a minimum, identify the condition (ie, friable, non-friable but likely to become friable, or non-friable) and an estimated quantity of the ACM, as assessed in accordance with regulatory requirements.

12.1.3.3 Without limiting either parties' obligations with respect to ACM, where either party notifies the other party under clause 12.1.3.1:

- a. for ACM that is friable or likely to become friable, the parties shall make the workplace safe and eliminate the risk of exposure to that ACM;
- b. in all other cases, the Contractor shall take whatever measures are considered necessary or prudent by the Commonwealth Representative to manage the ACM until its removal; and
- c. the parties shall, so far as is reasonably practicable, consult, co-operate and co-ordinate their activities to ensure compliance with clauses 12.1.3.3a and 12.1.3.3b.

12.1.3.4 The Contractor shall remove any ACM brought onto Commonwealth Premises by the Contractor or its Subcontractors at its own cost.

12.1.3.5 The Contractor shall ensure that there is no ACM in newly-developed Deliverables and/or substitute Items. If the Services include the supply of any new high temperature and high friction components sourced from overseas, the Contractor shall, when requested in writing by the Commonwealth Representative, provide the Commonwealth Representative with written assurance that there is no ACM in those Items, supported by test results of a representative sample of such Items, prepared to AS 4964-2004 (or equivalent) or other quantitative data acceptable to the Commonwealth Representative.

12.1.3.6 Nothing in this clause 12.1.3 limits the obligations of the Contractor under clause 12.4.12 of the COC.

12.1.4 Problematic Sources (Optional)

Note to drafters: Include this clause if Services will be provided to a Product containing a Problematic Source (eg, a laser designator) or will use a Problematic Source (eg, for non-

destructive test). If not required, the following clauses should be deleted and replaced with a single 'Not used'. Refer to the SOW Tailoring Guide for further information.

12.1.4.1 Where the Services require the use of a Problematic Source, the Contractor shall:

- a. only use the Problematic Source:

Note to drafters: The selection of the HSMP or SSMP at clause 12.1.4.1a(i) should match the option selected in clause 12.3.3.2.

- (i) for a purpose that is Approved by the Commonwealth Representative and specified in the Approved [...INSERT 'HSMP' OR 'SSMP'...]; and
 (ii) in accordance with the applicable source licence or facility licence; and

Note to drafters: If the Contractor will have a Commonwealth-owned Problematic Source on an on-going basis (ie, GFE), or be required to have their own Problematic Source, then a source licence is generally required. For further information, contact the CASG Directorate of Health, Safety and Environment. If a Problematic Source requiring a source licence is GFE, include the following a note to tenderers and identify the applicable item(s) of GFE; otherwise, delete the note to tenderers.

Note to tenderers: The Contractor, under any resultant Contract, will be required to hold a source licence (ie, an 'Authorisation') issued by the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or the applicable State / Territory authority for the following items of GFE: [...drafter to insert...].

- b. where the Problematic Source:

- (i) is, or is part of, GFE that is provided on an on-going basis; or
 (ii) is not covered by a Defence source or facility licence (eg, a Contractor-owned Problematic Source);

provide evidence of the applicable Authorisation (eg, the Contractor's source licence) to the Commonwealth Representative before commencing the work that involves the Problematic Source.

Option: Include this option if Problematic Sources may be used on Commonwealth Premises.

12.1.4.2 Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure that Services involving a Problematic Source on Commonwealth Premises are performed in accordance with the:

Note to drafters: Insert applicable references below, including chapters from the Defence Radiation Safety Manual for the type(s) of radiation produced by the Problematic Source(s).

- a. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
 b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

12.1.4.3 Without limiting clause 12.1.4.1, if the Contractor proposes to introduce a new Problematic Source or to change the use or location of an existing Approved Problematic Source, the Contractor shall, at least 20 Working Days prior to the intended change or as otherwise agreed by the Commonwealth Representative:

Note to drafters: The selection of the HSMP or SSMP at clause 12.1.4.3a should match the option selected in clause 12.3.3.2.

- a. deliver an updated [...INSERT 'HSMP' OR 'SSMP'...] to the Commonwealth Representative; and
 b. if a new or amended Authorisation is required, provide evidence to the Commonwealth Representative that the Contractor has, or will obtain in a timely manner, that Authorisation.

Option: Include this option if the Commonwealth may supply an item (as a Product Being Supported or as GFE) containing a Problematic Source to the Contractor.

- 12.1.4.4** Where work performed under the Contract involves the use of a Problematic Source supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide the Contractor with details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

12.2 Environmental Management (Optional)

Note to drafters: Clause 12.2 is to be included if the Contract involves work on Commonwealth Premises (including ships) or if there are other significant environmental issues relating to the work performed in Australia. Refer to the SOW Tailoring Guide for guidance.

12.2.1 Acknowledgement of Environmental Advice

Note to drafters: Clauses under 12.2.1 may be replaced with 'Not used' if no work will be performed on Commonwealth Premises or if there are no relevant environmental issues. If work will be performed at multiple Commonwealth Premises, those locations are to be listed below.

- 12.2.1.1** The Contractor acknowledges that the environmental management requirements of this clause 12.2 apply to the Services provided at ('the applicable Commonwealth Premises'):
- a. [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...]; and
 - b. [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...].

Note to drafters: The drafter is to identify applicable documents and reports for the Commonwealth Premises where work will be performed and risks to the Environment and/or heritage are applicable. As part of its duty of care, Defence must provide advice of known environmental and heritage issues to ensure that the liability regime for such matters is clear (eg, with respect to pre-existing hazards/issues). If no reports are applicable, clauses 12.2.1.2 and 12.2.1.3 may be deleted. Refer to the SOW Tailoring Guide for guidance.

- 12.2.1.2** The Contractor acknowledges that in addition to potential sources of Environmental Harm identified at clause 12.3.1, the following reports provide information regarding environmental issues:
- a. [...INSERT REFERENCE TO SITE ENVIRONMENTAL REPORT...], as applicable to [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...]; and
 - b. [...INSERT REFERENCE TO SITE ENVIRONMENTAL REPORT...], as applicable to [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...].

- 12.2.1.3** The Contractor acknowledges that the reports identified at clause 12.2.1.2 are not exhaustive and that it retains responsibility for environmental matters associated with the work performed under the Contract on the applicable Commonwealth Premises, in accordance with clause 12.2.2.

12.2.2 Environmental Requirements

Note to drafters: Select Option A for a stand-alone Environmental Management Plan (ENVMP) or Option B if environmental management planning is to be included in the SSMP (and remove the ENVMP from the CDRL). Refer to the SOW Tailoring Guide for guidance and amend clauses 12.2.2.3 and 12.2.2.6 for the selected plan.

Option A: For when a stand-alone Environmental Management Plan is required.

- 12.2.2.1** The Contractor shall develop, deliver and update an Environmental Management Plan (ENVMP) in accordance with CDRL Line Number MGT-1400.

Option B: For when planning for environmental management is to be included in the SSMP.

- 12.2.2.2** The Contractor shall address environmental compliance and management issues as part of the SSMP.

- 12.2.2.3** The Contractor shall provide the Services in accordance with clause 12.5 of the COC, clause 12 of the SOW and the [...INSERT 'Approved ENVMP' OR environmental management elements of the 'Approved SSMP'...].

Option: Include this option if work will be performed at 'the applicable Commonwealth Premises'. The list of references should include applicable Defence and site-specific policy and planning requirements. Refer to the SOW Tailoring Guide for guidance.

- 12.2.2.4** Without limiting the Contractor's obligations at law and under clause 12.5 of the COC, the Contractor shall ensure that Services provided at the applicable Commonwealth Premises are performed in accordance with:

- a. [... INSERT REFERENCE EG, '[Base] Environmental Management Plan'...];
- b. [... INSERT REFERENCE EG, '[Base] Heritage Management Plan'...]; and
- c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

- 12.2.2.5** The Contractor shall have an Environmental Management System (ENVMS) to ensure that work performed under the Contract:

- a. complies with applicable legislation and Commonwealth policy; and
- b. for work on Commonwealth Premises, is consistent with the policies, procedures and instructions for the applicable Commonwealth Premises.

- 12.2.2.6** The Contractor's ENVMS shall include the following environmental-related records:

- a. applicable Authorisations;
- b. risk assessments and control measures; and
- c. the [...INSERT 'Approved ENVMP' OR environmental management elements of the 'Approved SSMP'...] and all associated plans, processes, procedures and instructions supporting the [...INSERT 'Approved ENVMP' OR environmental management elements of the 'Approved SSMP'...].

Option: To be included if an ENVMS Certified to AS/NZS ISO 14001:2016, 'Environmental management systems—Requirements with guidance for use', is required under the Contract.

- 12.2.2.7** The Contractor's ENVMS required by clause 12.2.2.5 shall be Certified to AS/NZS ISO 14001:2016 on or before the Operative Date.

- 12.2.2.8** The Contractor shall maintain the ENVMS in clause 12.2.2.7 and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

Option: To be included if the Contractor is to attend Defence environmental management meetings for the applicable Commonwealth Premises.

- 12.2.2.9** The Contractor shall participate in the Commonwealth's environmental management programs for the applicable Commonwealth Premises and shall attend environmental management meetings, which shall be held [...INSERT LOCATION (EG, 'on-site')...] approximately [...INSERT TIMEFRAME (EG, 'every four months')...], upon request.

Option: To be included when there will be work at the applicable Commonwealth Premises.

- 12.2.2.10** The Contractor shall ensure that all Subcontractors undertaking work at the applicable Commonwealth Premises meet the requirements of the Contractor's ENVMS.

- 12.2.2.11** The Contractor shall ensure that the Commonwealth Representative is kept informed of all environmental management matters relevant to the work performed at the applicable Commonwealth Premises.

- 12.2.2.12** If the Contractor discovers an environmental hazard at the applicable Commonwealth Premises, which is additional to those identified under clause 12.2.1, the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;

- b. if applicable to a Problematic Substance, take action in accordance with clause 12.1.1.3;
- c. follow all instructions and directions of the Commonwealth Representative (if any) and take all reasonable steps to eliminate or minimise the risks to the Environment associated with the identified hazard; and
- d. provide to the Commonwealth Representative within 10 Working Days, an update to the ENVMS that identifies the hazard and a proposed risk management strategy.

12.2.2.13 Unless otherwise agreed in writing by the Commonwealth Representative (eg, to modify Commonwealth Premises) the Contractor shall maintain the Environment and heritage qualities of Commonwealth Premises where work is performed, including any requirement to undertake remedial actions, except to the extent that any contamination, pollution, damage or other cause for remedial action is attributable to the Commonwealth.

Note to drafters: A Disposal Plan for Stock Items may be required under DSD-SUP-SERV.

12.2.2.14 Except to the extent that waste disposal is provided as a GFS, the Contractor shall dispose of all debris and waste (hazardous and non-hazardous) arising out the activities performed by the Contractor on Commonwealth Premises in a safe and effective manner and in accordance with all laws, regulations, Authorisations and Defence policies applicable to the site.

12.3 Work Health and Safety (Core)

12.3.1 Acknowledgement of WHS Advice - Products

12.3.1.1 The Contractor acknowledges that hazards may be present within the Products, including GFE if applicable, which are relevant to the Services.

12.3.1.2 The Contractor acknowledges that hazards within or relating to the operation or support of the Products, including GFE if applicable, are identified in the associated Technical Data (including any manuals listed at Annex D), which provide warnings that were, at the time of publishing, considered suitable for competent persons that are appropriately trained in the operation and/or support applicable to the Products and Services.

12.3.2 Acknowledgement of WHS Advice – Commonwealth Premises

Note to drafters: This clause is applicable if Contractor Personnel will work on Commonwealth Premises and hazards will be present in, or in proximity of, their work areas. The clauses may be replaced with 'Not used' if the Contractor will not work on Commonwealth Premises on an on-going basis (eg, in GFF). Refer to the SOW Tailoring Guide for guidance.

12.3.2.1 The Contractor acknowledges that Annex E to the SOW provides a list of known hazards present at Commonwealth Premises where work may be performed under the Contract ('the applicable Commonwealth Premises').

12.3.3 Planning for and Management of WHS Duties

Note to drafters: Drafters should update the list below for Defence-specific references, such as Base WHS Plans and site-specific safety management requirements, as applicable. References may include chapters of the Defence Safety Manual (SafetyMan), and system safety manuals, depending upon the systems and the location(s) of work. If no work will be performed on Commonwealth Premises, the clause may be replaced with 'Not used'. Refer to COC clause 12.4 and to the SOW Tailoring Guide for guidance.

12.3.3.1 Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure that Services provided at the applicable Commonwealth Premises are performed in accordance with the:

- a. Defence Safety Manual:
 - (i) Hazardous Chemicals Management Procedure 30 – Levels of Control for Contractors;
 - (ii) Work Health and Safety Risk Management Policy; and
 - (iii) [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...];

- b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
- c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

Note to drafters: Select Option A for a stand-alone HSMP or Option B for WHS planning within the SSMP (and remove the HSMP from the CDRL). Refer to the SOW Tailoring Guide for guidance. Amend the clauses that follow for the selected plan.

Option A: For when a stand-alone Health and Safety Management Plan is required.

12.3.3.2 The Contractor shall develop, deliver and update a HSMP in accordance with CDRL Line Number MGT-1500.

Option B: For when planning for WHS management may be rolled up into the SSMP.

12.3.3.3 The Contractor shall address WHS compliance and management issues as part of the SSMP.

12.3.3.4 The Contractor shall provide the Services in accordance with clause 12.4 of the COC and clause 12 of the SOW, and in accordance with the [...INSERT 'Approved HSMP' OR WHS management elements of the 'Approved SSMP'...].

12.3.3.5 The Contractor shall have a WHS Management System (WHSMS), as part of its QMS or otherwise, to ensure that work performed under the Contract:

- a. complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy; and
- b. if performed on Commonwealth Premises, is consistent with WHS procedures and instructions in operation on the applicable Commonwealth Premises.

12.3.3.6 The Contractor's WHSMS shall include the following WHS-related records:

- a. WHS-related Authorisations;
- b. safe work method statements required under the applicable WHS Legislation in relation to the Services;
- c. WHS-related risk assessments and control measures including, where applicable, work-related risks for Commonwealth Personnel located at the Contractor's and/or Approved Subcontractor's premises;
- d. details of emergency plans and procedures and for access to first aid, including first aiders and available facilities and resources;
- e. workplace registers and records required to be maintained under the applicable WHS Legislation; and
- f. the [...INSERT 'Approved HSMP' OR WHS management elements of the 'Approved SSMP'...] and all associated plans, processes, procedures and instructions supporting the [...INSERT 'Approved HSMP' OR WHS management elements of the 'Approved SSMP'...].

Option: Include if a WHSMS Certified to AS/NZS ISO 45001:2018, 'Occupational health and safety management systems—Requirements with guidance for use', is required under the Contract.

12.3.3.7 The Contractor's WHSMS required by clause 12.3.3.5 shall be Certified to AS/NZS ISO 45001:2018 on or before the Operative Date.

12.3.3.8 The Contractor shall maintain the WHSMS in clause 12.3.3.7 and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

12.3.3.9 The Contractor shall ensure that the Contractor's representatives consults, co-operates and co-ordinates activities with the Commonwealth Representative and Associated Parties in relation to the management of WHS issues and shall ensure that Contractor Personnel consult, co-operate and co-ordinate activities with Commonwealth Personnel and other workers in order to ensure that the work required to be performed under the Contract is performed safely.

12.3.4 Work on Commonwealth Premises

Note to drafters: The following clauses are to be included if work will be performed on Commonwealth Premises on an on-going basis (ie, other than an occasional presence as a 'visitor'). If not required, the clauses can be replaced with a single clause stating 'Not used'.

12.3.4.1 The Contractor shall ensure that all Subcontractors undertaking work on the applicable Commonwealth Premises comply with the requirements of the Contractor's WHSMS.

12.3.4.2 The Contractor shall ensure that Contractor Personnel, who will perform work at the applicable Commonwealth Premises, participate in any safety-related induction training or site induction briefings provided by Defence, or Associated Parties, as applicable. The Contractor shall ensure that Contractor Personnel attending the safety-related training or site induction briefings sign an attendance form or site-safety induction form, as applicable.

Note to drafters: The following clause may be split and/or repeated where there are different management programs at different Commonwealth Premises where the Contractor will work.

12.3.4.3 The Contractor shall participate in the Commonwealth's WHS management programs for [...INSERT THE NAME OF THE DEFENCE SITE(S) AT WHICH WORK WILL BE UNDERTAKEN...] and shall attend WHS management meetings, which shall be held approximately [...INSERT TIMEFRAME, EG, 'every four months'...], upon request.

12.3.4.4 If the Contractor is in doubt as to the location of a hazard at the applicable Commonwealth Premises (identified under clause 12.3.2), the Contractor shall perform its obligations under the Contract as if the hazard is present, unless it is verified that the hazard is not present.

12.3.4.5 If the Contractor discovers a hazard to WHS at the applicable Commonwealth Premises (in addition to the hazards identified under clause 12.3.2), the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;
- b. if applicable to a Problematic Substance, take action in accordance with clause 12.1.1.3;
- c. consult, co-ordinate and co-operate with the Commonwealth Representative, and take all reasonable steps to eliminate or minimise the WHS risks; and
- d. provide to the Commonwealth Representative within 10 Working Days of discovery of the hazard, when it has not been eliminated, a proposed update to the WHSMS describing the hazard and the mitigation activities to address the related WHS risks.

12.3.5 WHS of Commonwealth Personnel on Contractor or Approved Subcontractor Premises

Note to drafters: Include the following clauses if Commonwealth Personnel (eg, Resident Personnel and/or MRU) will be located on Contractor / Approved Subcontractor premises. If not required, the clauses can be replaced with a single clause stating 'Not used'. The first subclause is for Contractor / Approved Subcontractor premises under WHS Legislation, whereas the second subclause covers locations not covered by WHS Legislation (ie, overseas). If only one situations applies, the clause may be modified accordingly.

12.3.5.1 Where Commonwealth Personnel are located at Contractor and/or Approved Subcontractor premises, the Contractor shall, so far as is reasonably practicable, ensure that the physical work environment is without risks to health and safety and that adequate facilities are provided for the welfare of those Commonwealth Personnel. For Contractor and/or Approved Subcontractor premises in locations where:

- a. the WHS Legislation applies to work performed under the Contract at that location, the workplace shall be managed in accordance with the code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth), *Managing the Work Environment and Facilities*, except where the Contractor and/or Approved Subcontractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of work health and safety that is equivalent to or higher than the standard required in the code of practice; or
- b. otherwise, the Contractor shall, and shall ensure that Approved Subcontractors, co-operate with the Commonwealth so far as is reasonably practicable to enable the

Commonwealth to fulfil its obligations under the WHS Legislation to Commonwealth Personnel.

- 12.3.5.2** Prior to the commencement of work by Commonwealth Personnel at the Contractor's and/or Approved Subcontractors' premises, the Contractor shall, when requested, facilitate WHS-related inspections, by the Commonwealth Representative or authorised delegate(s), of the locations to be occupied by the Commonwealth Personnel.
- 12.3.5.3** The Contractor shall ensure, before or as soon as practicable after the commencement of work at a Contractor's or Approved Subcontractor's premises, that Commonwealth Personnel are provided with:
- a. induction training and/or other safety briefings applicable to the work and location; and
 - b. access to safety procedures applicable to the work and location.
- 12.3.5.4** The Commonwealth shall ensure that Commonwealth Personnel who are required to work at the Contractor's or Approved Subcontractor's premises participate in any safety induction training and site safety induction briefings that are provided by the Contractor in accordance with clause 12.3.5.3.
- 12.3.5.5** The Contractor shall notify the Commonwealth Representative of corrective action requirements and remediation activities resulting from WHS Audits applicable to the Contractor's and Approved Subcontractors' premises occupied by Commonwealth Personnel.

12.4 Incident Reporting and Remediation (Core)

- 12.4.1** The Contractor shall report, in accordance with the *Defence Safety Manual, Work Health and Safety Event (Incident) Reporting Policy and Guidance*, any Notifiable Incident that involves:
- a. Contractor Personnel on Commonwealth Premises;
 - b. Commonwealth Personnel on Contractor Premises; or
 - c. Contractor Personnel on Contractor Premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including in connection with GFM or a Commonwealth specified system of work).
- 12.4.2** The report provided under clause 12.4.1 shall include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the Sentinel Event Kiosk on the Defence Protected Network (if applicable).
- 12.4.3** The Contractor shall, in respect of any Notifiable Incident arising out of, or in connection with, the Contract:
- a. if a Notifiable Incident occurs on Commonwealth Premises (including, if applicable, within GFF), preserve the incident site until the Commonwealth regulator has confirmed that the site may be released (as advised either directly or through the Commonwealth);
 - b. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
 - c. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
 - d. promptly provide the Commonwealth Representative with copies of any notice(s) or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
 - e. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.
- 12.4.4** The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises, of which it is aware, and

provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.

Option: Include the following clause if clause 12.2, Environmental Management, is included in the Contract.

- 12.4.5** If an Environmental Incident occurs in relation to work performed under the Contract, the Contractor shall:
- a. as soon as possible after the Environmental Incident, inform the Commonwealth Representative of relevant details, including the nature of the event, cause(s) and effects known to the Contractor; and
 - b. within 10 Working Days after the Environmental Incident, notify the Commonwealth Representative of:
 - (i) any further details regarding the incident;
 - (ii) any directions given by any regulatory authority;
 - (iii) containment, recovery or other remediation effort that remains to be completed;
 - (iv) the impact, if any, on the Contractor's performance of the Contract; and
 - (v) the steps taken, or which may reasonably be undertaken, to ensure that the Environmental Incident does not recur.

Option: Include the following clause if any CMCA may contain Ozone Depleting Substances or Synthetic Greenhouse Gases.

- 12.4.6** The Contractor shall notify the Commonwealth Representative within 10 Working Days of becoming aware of any actual or suspected incident involving the release or leakage of Ozone Depleting Substances or Synthetic Greenhouse Gases during the provision of Services, except where the release is:
- a. required to occur as part of the Services; and
 - b. managed by an appropriately licensed or authorised entity.

13. CAPABILITY INNOVATIONS AND EFFICIENCIES (CORE)**13.1 Acknowledgement (Core)**

13.1.1 The Contractor shall identify, analyse and implement Innovations / Efficiencies (IEs) in accordance with this clause 13 and clause 3.19 of the COC ('Capability Innovations and Efficiencies').

Note to drafters: If the Contract will have a fixed Term (Option B under clause 1.9 of the COC) then delete subclause 13.1.2b and merge subclause 13.1.2a into the stem of clause 13.1.2.

13.1.2 The Contractor acknowledges that its performance of the CIE Program will be:

- a. continually monitored and assessed by the Commonwealth, and the outcomes of this assessment will be advised to the Contractor during the Performance Assessment Reviews conducted in accordance with clause 3.4.8; and
- b. taken into account under clause 1.9 of the COC for the determination as to:
 - (i) whether or not the Term will be extended; and
 - (ii) where applicable, the duration of any such extension.

13.2 Management of the CIE Program (Core)

13.2.1 The Contractor shall implement and refine, on an on-going basis, the CIE Program to:

- a. proactively identify opportunities that:
 - (i) reduce the TCO of the Capability and/or the total cost of ownership to the Commonwealth of Other Capabilities;
 - (ii) enhance the Capability, including through modifications to the Products Being Supported, to address technology evolution, technology insertion and changing operational imperatives and threats (as advised by the Commonwealth); and
 - (iii) promote and enhance the AIC Objectives,
 while ensuring that (except to the extent that the Contract is amended by a CCP to address an IE):
 - (iv) the Services are provided in accordance with the Contract; and
 - (v) the Outcomes and performance requirements of the Contract, including those measured by KPIs, continue to be achieved in accordance with the Contract; and
- b. promote a culture of innovation, efficiency and cost consciousness between the Commonwealth and the Contractor that actively seeks to achieve the outcomes described in subclause a above.

13.2.2 The Contractor shall develop, deliver and update an Innovation / Efficiency Implementation Plan (IEIP) in accordance with CDRL Line Number MGT-200.

13.2.3 The Contractor shall conduct the CIE Program and manage the implementation of each Approved IE in accordance with the Approved IEIP.

Option: Include the following clause if the CSC Module is incorporated into the Contract and the Commonwealth wishes to have the CIE Program managed as part of CSC Services.

13.2.4 Where there is a Contractor Standing Capability under the Contract, the parties may agree that the ongoing management of the CIE Program will be undertaken as a standing task under the CSC instead of being managed as part of Recurring Services.

13.3 Identifying, Analysing and Implementing IEs (Core)

13.3.1 The Contractor shall use its best endeavours to identify potential IEs and shall actively consult with its Approved Subcontractors to identify potential IEs.

- 13.3.2** The Contractor shall prepare and submit to the Commonwealth Representative an initial assessment of each potential IE in accordance with clause 13.3.3 where:
- a. the Contractor identifies a potential IE; or
 - b. the Commonwealth notifies the Contractor of a potential IE.
- 13.3.3** An initial assessment of a potential IE shall include the following information in summary format (which shall be no more than three pages in length):
- a. scope of the potential IE;
 - b. the implications of the potential IE on the Contractor's ability to provide the Services in accordance with the Contract;
 - c. the nature of any changes to the Contract;
 - d. an indication of the effort required to further analyse the potential IE and to prepare the IE Analysis and Implementation Report (IEAIR) in accordance with clause 13.3.4a; and
 - e. an outline of the costs, benefits and risks of implementing the potential IE.
- 13.3.4** Subject to clauses 13.3.10, where the Contractor has submitted an initial assessment of a potential IE in accordance with clause 13.3.3, the Commonwealth Representative shall advise the Contractor within 20 Working Days (or such longer timeframe required by the Commonwealth) that:
- a. it requires the Contractor to develop, deliver and update an IEAIR in accordance with CDRL Line Number MGT-210 in respect of the potential IE (although the parties may agree content for, and timeframes for the development, delivery and Commonwealth action regarding, the IEAIR that differs from the content specified in the DID and the timeframes specified in the CDRL); or
 - b. it does not require the Contractor to further investigate the potential IE in which case the potential IE shall be deemed to be rejected and the Contractor shall update the Approved IEIP to capture the rejected potential IE.
- 13.3.5** Notwithstanding that an initial assessment of a potential IE has been deemed to have been rejected in accordance with clause 13.3.4b, the Commonwealth may subsequently require the Contractor to develop, deliver and update an IEAIR in accordance with CDRL Line Number MGT-210 in respect of that potential IE (although the parties may agree content for, and timeframes for the development, delivery and Commonwealth action regarding, the IEAIR that differs from the content specified in the DID and the timeframes specified in the CDRL).
- 13.3.6** Unless otherwise agreed between the parties or provided for in the CCP provided pursuant to clause 13.3.8, the preparation and any further amendment or development of an IEAIR in accordance with this clause 13.3 in excess of four IEAIRs in any period of 12 months commencing from the Operative Date or each anniversary of the Operative Date, in respect of a potential IE shall be undertaken as an S&Q Service.
- 13.3.7** Following the submission of an IEAIR in accordance with clause 13.3.4a or 13.3.5 and subject to clauses 13.3.10, the Commonwealth Representative shall assess the IEAIR and notify the Contractor that:
- a. the IEAIR requires further development by the Contractor to enable the Commonwealth to complete its evaluation of the potential IE in which case the Contractor shall amend the IEAIR in accordance with the Commonwealth's requirements;
 - b. the IEAIR is Approved and the Commonwealth agrees that the potential IE should be implemented through the required Contract mechanisms (eg, a CCP and/or an S&Q Order) (hereinafter referred to as an '**Approved IE**'); or
 - c. the Commonwealth does not wish to further investigate the potential IE, in which case it shall be deemed to be rejected and the Contractor shall update the Approved IEIP to capture the rejected potential IE.

- 13.3.8** The Contractor shall, within 20 Working Days (or such longer period agreed between the parties) after the Contractor has been notified of an Approved IE under clause 13.3.7b, prepare and submit to the Commonwealth:
- a. an update to the Approved IEIP to give effect to the IE and to set out the implementation plan for the Approved IE; and
 - b. an S&Q Quote in accordance with clause 3.15 of the COC (with the requirements of clause 3.3 of the SOW to be met through the update to the Approved IEIP) or a CCP in accordance with clause 11.1 of the COC (or both where applicable).
- 13.3.9** The parties shall negotiate the S&Q Quote and/or the CCP (as applicable) and the update to the Approved IEIP in good faith.
- 13.3.10** The parties shall conduct such meetings required by the Commonwealth to discuss a potential IE or an Approved IE (as applicable). The parties shall conduct these meetings as ad hoc meetings in accordance with clause 3.4.6, except that the meetings shall be chaired by the Commonwealth Representative and held at [...INSERT LOCATION...] (unless a different location is agreed).
- 13.3.11** The Contractor shall not commence the implementation of an Approved IE and neither party will be under an obligation to agree to implement an Approved IE until:
- a. the S&Q Order and, where applicable, the CCP to implement the Approved IE under clause 13.3.8 have been executed as required; and
 - b. the update to the Approved IEIP is Approved.
- 13.3.12** Subject to clause 13.3.11, the Contractor shall implement each Approved IE in accordance with the Contract (as amended by any required CCP and/or the Approved S&Q Order) and the Approved IEIP.

13.4 Cost Modelling (Core)

- 13.4.1** The Contractor shall conduct the program to model and analyse the TCO in accordance with the Approved IEIP.

Note to drafters: Refer to DEFLOGMAN Part 2 Volume 10 Chapter 16, Defence policy on Life Cycle Costing Analysis. Amend clause 13.4.2 to identify the applicable LCC modelling tool. This may be a tool with an existing LCC model that the Contractor is to use (eg, a model transitioned from a Contract (Acquisition) or used by the SPO). If the preferred tenderer proposes an alternative tool, this can be considered during contract negotiations and, if suitable (which may mean migrating the model to a new tool), the clause may be amended before ED.

The clause may also be amended if Defence activities will be excluded from the model's Scope.

- 13.4.2** The Contractor shall use [...INSERT LCC TOOL...] to [...INSERT 'develop and maintain' OR 'maintain'...] a model of the TCO, including those costs associated with:
- a. operating and supporting the Materiel System by the ADF;
 - b. the Services provided under the Contract; and
 - c. the associated activities for managing the Services, as conducted by Defence.
- ('TCO Model Scope')
- 13.4.3** When the Commonwealth provides to the Contractor cost information and/or assumptions for the model of the TCO, the Commonwealth shall provide this information as GFI and the Contractor shall treat it as Confidential Information in accordance with clause 11.4 of the COC.
- 13.4.4** The Contractor shall utilise the model of the TCO specified under clause 13.4.2 to:
- a. capture TCO data relating to the TCO Model Scope, and to update that data as the Contract progresses, the TCO Model Scope is modified, and better information becomes available;
 - b. undertake analyses of the TCO;
 - c. assist with identification of cost drivers within the TCO Model Scope;

- d. analyse the identified cost drivers, including performing sensitivity analyses, with a view to identifying and analysing Efficiencies and identifying the cost outcomes of Capability innovations and AIOs; and
- e. undertake trade-off analyses to identify potential solutions for Efficiencies.

13.4.5 If the Contractor produces a model of the TCO (or part thereof) using software packages other than a Defence-endorsed tool, the Contractor shall, on request, provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the model of the TCO as required.

13.4.6 When an instance or version of the model of the TCO is held by the Contractor, the Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's model of the TCO for the Term.

13.4.7 The Contractor shall utilise the model of TCO, specified under clause 13.4.2, to demonstrate to the Commonwealth at each Performance Assessment Review that the IEs proposed, and the Contractor's on-going activities, will result in a minimised TCO to the Commonwealth while meeting the other requirements of the Contract.

13.5 TCO IV&V Agent (Optional)

13.5.1 At any stage during the Term, the Commonwealth Representative may appoint an Independent Verification and Validation (IV&V) agent to verify and validate any aspect of the TCO ('TCO IV&V Agent'), including:

- a. any cost data provided to the Commonwealth by the Contractor under this clause 13;
- b. the cost analyses performed by the Contractor for the purposes of this clause 13;
- c. the IEAIRs developed by the Contractor; and
- d. the model of the TCO.

13.5.2 The Contractor shall facilitate the activities of the TCO IV&V Agent by providing access to:

- a. the Contractor's facilities, in accordance with clause 11.7 of the COC;
- b. all documentation in respect of the items identified in clauses 13.5.1a to 13.5.1d including applicable requirements, instructions, procedures, cost-estimation relationships, data logic and parameters, Product-related and Services-related data, and analysis results;
- c. any systems and tools required to review the items in clauses 13.5.1a to 13.5.1d; and
- d. Contractor Personnel, in order to clarify issues when necessary.

13.5.3 The Commonwealth Representative shall require the TCO IV&V Agent to treat all cost information made available to them as Confidential Information to be treated in accordance with clause 11.4 of the COC.

GENERAL GUIDANCE FOR ANNEX A, LIST OF PRODUCTS BEING SUPPORTED

- Status:** Core
- Purpose:** To specify the Products Being Supported under the Contract and to cross-refer Services to those Products.
- Policy:** To be determined.
- Guidance:** This Annex is used to describe the Products (eg, one or more Mission Systems, elements of the Mission System(s) and Items associated with the Support System) supported under the Contract. The 'List of Products Being Supported' is included in the RFT and the Contract, and is critical to defining the scope of work. Drafters need to produce these lists and include sufficient detail to enable the support required to be cross-referenced to the Products within each list (or provide access to suitable alternative lists in an electronic format).
- The nature of the support required will depend on the Products Being Supported. For example, for Operating Support, the support may apply to equipment that the Contractor is required to operate; for Engineering Support, equipment that would be subject to engineering investigations if required, Software needing support / updates, or where design-related responsibility is allocated to the Contractor; for Maintenance Support, Repairable Items (RIs); for Supply Support, Items to be supplied to the Commonwealth or Commonwealth items to be held in a warehouse; and for Training Support, the Training Materials to be kept up to date and the Training Equipment requiring support.
- Products should be allocated to lists within Annex A based on what they are and how they will be supported and managed. For example, if a simulator and a Software test bed are to be managed like a Mission System (eg, for safety and/or regulatory reasons), then they may be listed as Mission Systems rather than Training Equipment and Support and Test Equipment (S&TE), respectively. Often it is necessary to divide the lists in this Annex into sub-lists, so that the Products can be referred to explicitly from the DSDs. For example, the list of Software could be divided into separate lists of administrative and operational Software, or the Mission System RIs could be divided into hardware and Software if DSD clauses will be tailored in a way that refers to whole tables or lists within tables. Columns may also be added to tables to identify smaller lists of Products requiring different Service requirements. For example, the Engineering Responsibility column is used to identify a subset of the Products within a list for which the Contractor has Engineering Responsibility (with other Products in the table having such support provided by another party). Likewise, columns can be used to identify Software that requires helpdesk support or Software where the Contractor will manage user licenses, noting that some Software Products will fall into one or both lists. DSDs can then require the Contractor to provide Services to particular Products within a table that are 'annotated' for particular Contractor responsibilities.
- The lists of Products should be based on authoritative sources, such as an Illustrated Parts Breakdown / Catalogue (IPB/IPC), from Configuration Status Account (CSA) records, or other data from the original equipment manufacturer. These source documents may need to be included in the list of referenced documents in draft Annex D to the SOW, and made accessible to tenderers.
- If a Product Being Supported is also an Item of Government Furnished Equipment (GFE), the list of GFE at Attachment E must also include the Item.
- When the Contractor is given access to Government Furnished Facilities (GFF), the associated support responsibilities are normally documented in the GFF Licence (at Attachment O), and through SOW clause 9. However, this Annex also enables support for Facilities (both GFF and non-GFF) to be added where the Contractor is to provide specialised support that will not be provided by the Defence Security and Estate Group (SEG), such as calibration Services for a test facility or measurement range.

Drafters should be aware that Annex A does not differentiate between Commonwealth-owned Products and Contractor-owned Products. If visibility of Contractor-owned Products is required, and Contractor-owned Products are listed, drafters can segregate Contractor-owned Products from Commonwealth-owned Products through the use of additional columns or tables.

If the Services for Technical Data and Software Products include the development of changes / updates by the Contractor (ie, not just incorporating changes from a vendor / manufacturer), then any restrictions on the Contractor's ability to use or sublicense the Technical Data and Software should be included within Attachment S, as required by clause 5.6 of the COC.

If there is a list of technical manuals for a single Product, drafters should include the list or series of manuals in Annex D to the SOW, and then add cross-references from the Product within Annex A to the applicable list of manuals in Annex D.

If the draft Contract (Support) is to be released with a draft Contract (Acquisition), drafters may not be able to complete the lists in Annex A (except in general terms) in preparation for the RFT because the details of the Products will not be known until after design and development activities are complete. In this case, drafters need to include provisions to update the lists in Annex A (ie, using a CCP to finalise Annex A prior to the Operative Date). Drafters should refer to the *ASDEFCON Linkages Module (Strategic)* for these provisions and guidance.

Related Clauses/Documents:

SOW clauses 2.1, Scope of Work, and 9, Support Resources.

All Detailed Service Descriptions

ASDEFCON Linkages Module (Strategic) template

Optional SOW Clauses:

None

GENERAL GUIDANCE FOR SECTIONS 1, 2 AND 3

Purpose: To specify the Mission Systems and other Repairable Items that will be supported.

Guidance: Section 1 identifies the Mission System(s) being supported and those subordinate Products of the Mission System(s) that are excluded from this support (except for remove and replace tasks, if applicable). This approach is intended to avoid the need to list every subordinate Product in a complex Mission System (ie, thousands of components). However, section 2 of this Annex allows the drafter to list all Mission System Repairable Items if this approach is appropriate for the proposed contract-management framework or because information must be provided against each Mission System Repairable Item. Hence, both sections may be used. Alternatively, it may be suitable to include all subordinate Products by listing the Mission System(s) in section 1 (except for those specifically excluded) and not use section 2 at all. Refer to the notes to drafters in those sections.

Section 3 refers to Support System Repairable Items, which are repairable Support System Components and exclude Mission System spares (which are addressed through section 2).

Section 3 is separated from section 2 (and also section 1 if section 2 is 'not used') to enable different Service requirements to be applied to each group of Repairable Items. For example, S&TE, as a Repairable Item, may be managed using a different Maintenance management system to the Mission System(s) supported under the same contract.

For Information and Communications Technology (ICT) Systems, additional tables are provided in sections 1 to 3 to enable them to be treated either as a Mission System (eg, a command and control system that is the focus of the Contract) or as part of the Support System (eg, a bespoke trainee management system).

Sections 1 to 3 are for the support of Repairable Items, which can include the use of Non-Repairable Items (eg, the Contractor uses Non-Repairable Items in Maintenance Services). By contrast, section 4 identifies Non-Repairable Items that are provided to support Defence activities (eg, to support in-house maintenance).

Implementing different sets of Service requirements for Mission System Repairable Items versus Support System Repairable Items requires DSD clauses to be tailored to refer to the applicable sections or tables of this Annex. Using the Maintenance management system as an example, the Maintenance management system clause in DSD-MNT-MGT would need to be duplicated with the first clause referring to the Mission System(s) and the Mission System Repairable Items in section 2 of Annex A, identifying the name of the applicable Maintenance management system. The second clause would refer to the Support System Repairable Items (eg, S&TE), in section 3 of Annex A, with the name of the second Maintenance management system inserted.

If Repairable Items of the Mission System(s) and the Support System are managed, supported, and reported upon in the same manner, then DSDs can remain as per the templates by referring to Repairable Items collectively.

Related Clauses/Documents:

Most DSDs when tailored appropriately.

LIST OF PRODUCTS BEING SUPPORTED

SECTION ONE - MISSION SYSTEM(S)

Note to drafters: Major end-items, such as Mission Systems, are separated from other Repairable Items because the major end-items are treated differently within Defence information management systems. For management reasons, if there is more than one type of Mission System for which Contractor support is required, each should be identified in this section.

Different tables should be used if management requirements are significantly different between types of Mission Systems (eg, between an aircraft, a flight simulator, and an Integration and Test Facility that are all treated as Mission Systems). Additionally, when there are different excluded subordinate Products for each Mission System, a separate set of tables for each Mission System type will provide a clearer definition of scope. Excluded subordinate Products will usually be supported under separate arrangements.

Unless listing subordinate RIs in section 2, with arising rates, etc, drafters should consider how information will be provided to tenderers in relation to the list of subordinate Repairable Items, their / failure rates / maintenance arisings, as well as the skills, effort (ie, work hours) and Non-Repairable Items consumed in the performance of Maintenance.

To assist in developing this section, the following guidance refers to the scenarios in Annex A to the SOW Tailoring Guide:

- a. Under Scenario #1, performance measures for each type of Mission System could be availability based (eg, 'x' Mission Systems available each day, or for x-days of deployment, or on a 24/7 basis). The Contractor is usually not responsible for Products that they do not manage; hence, identified Mission Systems and excluded subordinate Products should be consistent with the Performance Measures. In this regard, Annex A may be used to exclude subordinate Products from performance-related calculations. Performance measures are specified in draft Attachments P and Q.
- b. Under Scenario #2, performance measures for each type of Mission System could be availability based (ie, systems available to Defence) or schedule based (eg, date out of Maintenance to achieve an agreed schedule). As per Scenario #1, the Mission System and excluded Products lists can help to define Performance Measures by identifying those Products that are excluded from calculations.
- c. As Scenarios #3 and #4 do not include Mission System responsibilities, the contents of this section of Annex A should be replaced with a single 'Not used'.

1. MISSION SYSTEM(S)

1.1 Mission System #1 Support Requirements

Note to drafters: Insert an explanation of the depths / grades of Maintenance for Mission System #1 to be performed by the Contractor, as it appears in the relevant technical manual (eg, Light, Medium, Heavy; Operational, Intermediate, Depot / Deeper; S1, S2, S3; or as described in a Fleet / Technical Maintenance Plan), providing additional context where appropriate (eg, if the same work is undertaken by Defence and the Contractor depending upon location).

Note: Differences between builds and modification states can create variants of the Mission System identified in Table 1-1. Accordingly, the following clauses and Table 1-1 apply to variants created during the course of the Contract.

- 1.1.1 The Contractor acknowledges that the following depths / grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of Mission System #1 (including variants) identified in Table 1-1:
 - a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
 - b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
 - c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

- 1.1.2 The Contractor shall provide support for the Mission System and the variants of the Mission System identified in Table 1-1, including all subordinate Products, with the exception of

those subordinate Products listed under clause 1.2, in accordance with the requirements of the SOW and this Annex.

1.1.3 The Contractor acknowledges that the scope of the Services required for the Mission System and the variants of the Mission System identified in Table 1-1 is further defined through the columns and technical references identified in Table 1-1. An explanation of each column is detailed below:

- a. System Identifier Logistic Control Number (LCN) / Technical Management Code (TMC) / Common Management Code (CMC): A unique identifier for the Product, as used in the applicable technical manuals, configuration data or supply management system;
- b. Product Nomenclature: The name of the Product, which may include Product class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, drafters should develop a table in SOW Annex D and then cross-refer to that table or (table entries) from column c in Table 1-1.

- c. Technical Reference(s): The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the Product;
- d. Depth / Grade: The depth / grade of Maintenance for which the Contractor has responsibility, as specified in clause 1.1.1; and
- e. Engineering Responsibility (Eng. Resp.): The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Mission System type ('Y' = yes, 'N' or blank = no).

Note to drafters: Other columns may be added to Table 1-1, as necessary, with descriptions included above. For example, Help Desk Services for Mission System use and support.

Option: For when the Contractor will manage the list of Repairable Items and Non-Repairable Items that comprises the build structure for Mission System #1.

1.1.4 The Contractor further acknowledges that the list of Repairable Items and Non-Repairable Items required to support Mission System #1 is held and maintained by the Contractor and access by Commonwealth authorised users is to be provided through the Data Management System (DMS) in accordance with clause 2.3 of the SOW.

Table 1-1: Mission System #1 (including variants)

| System Identifier LCN/TMC/CMC | Product Nomenclature | Technical Reference(s) | Depth / Grade | Eng. Resp. Y/N |
|-------------------------------|----------------------|------------------------|---------------|----------------|
| a. | b. | c. | d. | e. |
| | | | | |
| | | | | |

1.2 Excluded Subordinate Products for Mission System #1

Note to drafters: Listing the excluded subordinate Products is an alternative to listing all Mission System Products in section 2 Table 2-1 (unless requirements against individual Products, such as Reserve Stockholding Level (RSL) visibility, is required). As all Mission System subordinate Products included, except those listed here, they do not need to be listed again in section 2, unless there is another reason to do so.

1.2.1 The Contractor acknowledges that the Products in Table 1-2 are subordinate to the Mission System (including variants) identified in Table 1-1 but will not be maintained under this Contract (with the exception of remove and replace Maintenance tasks).

Table 1-2: Excluded Subordinate Products for Mission System #1

| Parent Identifier LCN/TMC/CMC | System Identifier LCN/TMC/CMC | Product Nomenclature |
|----------------------------------|----------------------------------|----------------------|
| | | |
| | | |
| | | |
| | | |

1.3 Mission System #2

Note: Differences between builds and subsequent modifications can create variants of the Mission System identified in Table 1-3. Accordingly, the following clauses and Table 1-3 apply to variants created during the course of the Contract.

Note to drafters: Select from the following options for the description of Maintenance being specific to Mission System #2 (Option A) or the same as Mission System #1 (Option B).

Option A: For when the levels of Maintenance are described differently to Mission System #1. Insert the applicable explanation of the depth / grade of Maintenance for Mission System #2 to be performed by the Contractor, as it appears in the relevant technical manual (eg, Light, Medium, Heavy; Operational, Intermediate, Depot / Deeper; R1, R2, R3; or as described in a Technical Maintenance Plan).

1.3.1 The Contractor acknowledges that the following depths/grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of Mission System #2 (including variants) identified in Table 1-3:

- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
- b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
- c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

Option B: For when the depths / grades of Maintenance for Mission System #2 are the same as Mission System #1.

1.3.2 The Contractor acknowledges that the depths/grades of Maintenance applicable to the support of Mission System #2 are the same as for Mission System #1, which are specified at clause 1.1.1.

1.3.3 The Contractor shall provide support for the Mission System and variants of the Mission System identified in Table 1-3, including all subordinate Products, with the exception of those subordinate Products listed under clause 1.4, in accordance with the requirements of the SOW and this Annex.

1.3.4 The Contractor acknowledges that the scope of the Services required for the Mission System and variants of the Mission System identified in Table 1-3 is further defined through the columns and technical references identified in Table 1-3. An explanation of each column is detailed at clause 1.1.3.

Option: For when the Contractor will manage the list of Repairable Items and Non-Repairable Items that comprises the build structure for Mission System #2.

1.3.5 The Contractor further acknowledges that the list of Products required to support Mission System #2 is held and maintained by the Contractor and access by Commonwealth authorised users is to be provided through the Data Management System (DMS) in accordance with clause 2.3 of the SOW.

Note to drafters: If the list of technical references is extensive, consideration should be given to providing the list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

Table 1-3: Mission System #2 (including variants)

| System Identifier LCN/TMC/CMC | Product Nomenclature | Technical Reference(s) | Depth / Grade | Eng. Resp. Y/N |
|----------------------------------|----------------------|------------------------|------------------|----------------------|
| a. | b. | c. | d. | e. |
| | | | | |
| | | | | |

1.4 Excluded Subordinate Products for Mission System #2

Note to drafters: Listing the excluded subordinate Products is an alternative to listing all Mission System Products in section 2 Table 2-1 (unless requirements against individual Products, such as RSL visibility, is required). As all Mission System subordinate Products are included, except those listed here, they do not need to be listed again in section 2.

1.4.1 The Contractor acknowledges that the Products identified in Table 1-4 are subordinate to the Mission System (including variants) identified in Table 1-3 but will not be maintained under this Contract (with the exception of remove and replace Maintenance tasks).

Table 1-4: Excluded Subordinate Products for Mission System #2

| Parent Identifier LCN/TMC/CMC | System Identifier LCN/TMC/CMC | Product Nomenclature |
|----------------------------------|----------------------------------|----------------------|
| | | |
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| | | |

1.5 Mission System #3

Note to drafters: For situations where one of the primary elements requiring support is an ICT System (eg, Joint Command Support Environment (JCSE)), Mission System #3 enables these types of systems to be appropriately incorporated into the SOW. This approach assumes that support is required at the system level (ie, not support for a loose collection of individual hardware and Software Products). Mission System #3 adapts the previous clauses in this section 1 of SOW Annex A to be appropriately linked to the applicable DSDs, particularly DSD-MNT-SA. If there are no ICT Systems of this nature requiring support under the Contract, then Mission System #3 should be deleted. If the ICT System is used in a supporting / administrative role, and is not supported in the same manner as Mission System(s) #1 and #2, then drafters may find it more effective to include the ICT System under Section 3.

Note to drafters: If an ICT System is the only Mission System requiring support, then the earlier clauses may be deleted and this clause renamed as Mission System #1.

Note: Differences between builds, via subsequent hardware modifications and Software changes, can create variants of the Mission System identified in Table 1-5. Accordingly, the following clauses and Table 1-5 apply to variants created during the course of the Contract.

Note to drafters: The following clauses assume that specific depths/grades of Maintenance will need to be identified for the ICT System and that linking to Mission System #1 (as per the optional approach under Mission System #2) is not appropriate.

1.5.1 The Contractor acknowledges that the following depths/grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of Mission System #3 (including variants) identified in Table 1-5:

- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
- b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
- c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

1.5.2 The Contractor shall provide support for the Mission System and variants of the Mission System identified in Table 1-5, including all subordinate hardware and Software Products, with the exception of those subordinate Products listed under clause 1.6, in accordance with the requirements of the SOW and this Annex.

1.5.3 The Contractor acknowledges that the scope of the Services required for the Mission System and variants of the Mission System identified in Table 1-5 is further defined through the columns and technical references identified in Table 1-5. An explanation of each column is detailed below.

- a. System Identifier Logistic Control Number (LCN) / Technical Management Code (TMC) / Common Management Code (CMC): A unique identifier for the Product, as used in the applicable technical manuals, configuration data or supply management system;
- b. Product Nomenclature: The name of the Product, which may include Product class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, drafters should consider developing a table in SOW Annex D and then cross-referring to the applicable table or (table entries) in that Annex from the column in Table 1-5.

- c. Technical Reference(s): The Technical Data (eg, hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the Product;
- d. Depth / grade: The depth / grade of Maintenance for which the Contractor has responsibility, as specified in clause 1.5.1;
- e. Help Desk (HLPDSK): The Contractor is required to provide help desk Services described in the SOW for this Product and its subordinate hardware and Software components ('Y' = yes, 'N' or blank = no);
- f. Engineering Responsibility (Eng. Resp.): The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Mission System type ('Y' = yes, 'N' or blank = no);
- g. System Administration (SA): The Contractor is required to provide system administration Services described in the SOW for this product ('Y' = yes, 'N' or blank = no); and

Note to drafters: Other columns may be added to Table 1-5, as necessary. Each additional column should be explained in this list of subclauses, with the subclause number matching the column number. If not required, the following subclause and column h in Table 1-5 should be deleted.

- h. [...To Be Determined (TBD) by drafter...].

Option: For when the Contractor will manage the list of hardware and Software Products that comprises the build structure for Mission System #3.

1.5.4 The Contractor further acknowledges that the list of hardware and Software Products required to support Mission System #3 is held and maintained by the Contractor and access by Commonwealth authorised users is to be provided through the Data Management System (DMS) in accordance with clause 2.3 of the SOW.

Note to drafters: If the list of technical references is extensive, consideration should be given to providing the list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

Table 1-5: Mission System #3 (including variants)

| System Identifier LCN/TMC/CMC | Product Nomenclature | Technical Reference(s) | Depth / Grade | HLP- DSK | Eng. Resp. | SA | TBD |
|----------------------------------|----------------------|------------------------|------------------|-------------|---------------|----|-----|
| a. | b. | c. | d. | e. | f. | g. | h. |
| | | | | | | | |
| | | | | | | | |

1.6 Excluded Subordinate Products for Mission System #3

Note to drafters: Listing the excluded subordinate Products is an alternative to listing all Mission System hardware and Software Products in section 2 Table 2-1 (unless RSL visibility is required). As all Mission System subordinate Products are included, except those listed here, they do not need to be listed again in section 2.

1.6.1 The Contractor acknowledges that the Products identified in Table 1-6 are subordinate to the Mission System (including variants) identified in Table 1-5 but will not be maintained under this Contract (with the exception of remove and replace Maintenance tasks).

Table 1-6: Excluded Subordinate Products for Mission System #3

| Parent Identifier LCN/TMC/CMC | System Identifier LCN/TMC/CMC | Product Nomenclature |
|----------------------------------|----------------------------------|----------------------|
| | | |
| | | |
| | | |
| | | |

Note to drafters: Insert additional tables as required to address all Mission Systems.

SECTION TWO - MISSION SYSTEM REPAIRABLE ITEMS

Note to drafters: To assist in developing this section, the following guidance refers to the scenarios in Annex A to the SOW Tailoring Guide:

- a. Under Scenario #1, where the Contractor is responsible for all support, management of Repairable Items may not need to be specified separately from the Mission System unless specifying RSLs or other item-level requirements is necessary. If not required, the contents of this section may be deleted and replaced with a single 'Not used'.
- b. Under Scenario #2, where support is required for the Mission System and individual Repairable Items, this section could be extensive. Performance measures for support of Repairable Items under this scenario may use a specific measures (eg, demand satisfaction) specified in draft Attachments P and/or Q as applicable, and supported by this section (ie, by identifying which Performance Measures or other factors apply to which Repairable Items). Specification of RSLs may also be required.
- c. Under Scenario #3, support is not required to a Mission System and only support to Repairable Items is required. The arrangements here should be similar to Scenario #2.
- d. Under Scenario #4, performance management of Repairable Items should be based upon meeting turn-around times, which would normally be specified in the Price and Payment Schedule. Maintaining RSLs is not required under this scenario.

If maintaining RSLs is not a requirement of the Contract, then all RSL-related clauses should be replaced with 'Not used' and the 'RSL' column deleted from the following table(s).

Note to drafters: This section includes a single table for listing Mission System Repairable Items. If there are differing support management requirements for groups of Repairable Items (eg, Commonwealth-owned and Contractor-owned Mission System spares), drafters should consider including these differing requirements into clause 2.1 below and using additional tables for each group. As these Products could also be GFE, care should be taken to ensure that all lists and support requirements across the draft Contract are consistently defined.

There is no requirement to divide the Mission System Repairable Items along the same lines as Mission Systems in section 1 of this Annex, unless there are differing levels of Maintenance or other management requirements that dictate otherwise (as per the note above). If additional divisions are required to address differing types of Mission System Repairable Items, then these should be inserted after this clause or managed by adding columns to Table 2-1.

Note to drafters: For situations where the proposed Contract (Support) will follow a Contract (Acquisition) or a current support contract, drafters should consider how information will be provided to tenderers in relation to failure rates and arisings for the Repairable Items, as well as the skills, effort and Non-Repairable Items required to perform the necessary Maintenance.

2. MISSION SYSTEM REPAIRABLE ITEMS

2.1 Support Requirements

Note to drafters: An optional note to tenderers is included below for use by drafters when the RFT is for a Contract (Support) following a current support contract period (eg, when the market is being retested) and when the contracting strategy is to use Phase In as a due diligence period. This note to tenderers assumes that the Mission System Repairable Items will not be managed by the Contractor using a Commonwealth Maintenance Management System. Drafters need to amend the Note to insert the applicable file name or make other amendments, as required. If the Note is not required, it should be deleted.

A similar note to tenderers may be used with a combined RFT (ie, for acquisition and support) to explain the mechanism for populating the Annex as the Contract (Acquisition) progresses.

Note to tenderers: The list of Mission System Repairable Items is provided in the accompanying file entitled '[...DRAFTER TO INSERT...]'. During Phase In, the tenderer is required to validate this list, populate Table 2-1 below to include the applicable Mission System Repairable Items, raise a CCP to incorporate the revised table into the Contract, and incorporate the list of Mission System Repairable Items into its Maintenance Management System.

Note to drafters: Insert the applicable depths/ grades of Maintenance for Mission System Repairable Items to be performed by the Contractor, as these appear in the relevant technical manual (eg, Light, Medium, Heavy; Operational, Intermediate, Depot / Deeper, etc).

- 2.1.1 The Contractor acknowledges that the following depths / grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of the Mission System Repairable Items identified in Table 2-1:
- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
 - b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
 - c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

Note to drafters: Select the applicable option, depending upon how the Mission System Repairable Items will be managed. Selecting Option B requires that the applicable information system contains data relevant to the allocation of responsibilities, replacing those otherwise documented via the columns of Table 2-1 (eg, responsibilities for CM, engineering, DSR, RSLs and others as may be required by the Contract). Additionally, if the Mission System Repairable Items are to be managed using a Commonwealth Maintenance Management System or Configuration Management System, then Option B would need to be modified accordingly. If Option B is selected, Table 2-1 will also need to be deleted.

Option A: For when the Mission System Repairable Items are to be identified in this section of Annex A.

2.1.2 The Contractor shall provide support for the Mission System Repairable Items identified in Table 2-1, including through the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

2.1.3 The Contractor acknowledges that the scope of the Services required for the Mission System Repairable Items identified in Table 2-1 is further defined through the columns and technical references identified in Table 2-1. An explanation of each column is detailed below:

Note to drafters: Column a of Table 3-1 may be formatted as an indented list where this assists to better understand the product breakdown structure(s).

- a. System Identifier LCN/TMC/CMC: A unique identifier for the Repairable Item, as used in the applicable technical manuals or supply management system;
- b. Product Nomenclature: The name of the Repairable Item, which may include Product class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, consideration should be given to providing this list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

- c. Technical References: The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the Repairable Item;
- d. Depth / grade: The depth / grade of Maintenance for which the Contractor has responsibility, as used within the associated technical Maintenance plan / reference applicable to each Repairable Item, as described in clause 2.1.1;
- e. Engineering Responsibility (Eng. Resp.): The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);
- f. Configuration Management (CM) Responsibility: The Contractor is required to provide Configuration Management Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);

Note to drafters: If RSLs are not a requirement for Mission System Repairable Items (eg, in Scenario #4), the RSL column in the table, the following subclause and any associated clauses (eg, in the Supply Support DSDs) should be deleted and replaced with 'Not used'.

- g. Reserve Stockholding Level (RSL): The quantity of serviceable Repairable Items to be maintained by the Contractor as an RSL (no entry means that an RSL is not applicable to that Repairable Item);

Note to drafters: If DSR, as a KPI, is not divided into priority categories, the following clause should be amended (eg, 'Identifies that a Product is included in the Performance Measure for DSR ('Y' = yes and 'N' or blank = not included.'). If DSR is not required, the column may be deleted.

- h. Demand Satisfaction Rate (DSR): Where a Performance Measure for DSR is divided into two or more priority categories, this column identifies the relevant priority category for the Repairable Item (A= [...DRAFTER TO INSERT...], B= [...DRAFTER TO INSERT...], C= [...DRAFTER TO INSERT...] and 'N' or blank = not included in DSR calculation). DSR is specified at Attachment P; and

Note to drafters: The drafter may add columns to Table 2-1: Mission System Repairable Items in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Product. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, column i should be deleted. Refer to the SOW Tailoring Guide for further guidance.

- i. [...To Be Determined (TBD) by drafter...].

Option B: For when the Contractor will manage the list of Mission System Repairable Items in its Maintenance Management System.

- 2.1.4 The Contractor shall provide support for the Mission System Repairable Items identified in its Maintenance Management System, including through the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

Note to drafters: Amend the following list to describe how responsibilities for Services are allocated using the Contractor's Maintenance Management System. The following list may also be divided up into a Maintenance Management System and a Supply Management System, or between Contractor and Defence systems.

Note to tenderers: The following lists may be further defined, with actual data fields identified from the information management system(s), prior to ED.

- 2.1.5 The Contractor shall, with respect to the Mission System Repairable Items identified in its Maintenance Management System, provide:
- a. Engineering Services, for all Repairable Items excluding:
 - (i) [...DRAFTER TO INSERT SUB-SYSTEM CODES TITLES...]; and
 - (ii) [...DRAFTER TO INSERT SUB-SYSTEM CODES TITLES...];
 - b. Maintenance Services, for all Repairable Items at the depths / grades, as described in clause 2.1.1;
 - c. Supply Services, including procurements and Disposal, for:
 - (i) [...DRAFTER TO INSERT SUB-SYSTEM CODES TITLES...]; and
 - (ii) [...DRAFTER TO INSERT SUB-SYSTEM CODES TITLES...];
 - d. Supply Services, including the maintenance of RSLs for all Repairable Items designated as [...DRAFTER TO INSERT CLASS DESIGNATORS OR OTHER DESCRIPTIONS...]; and
 - e. Supply Services, including warehousing and distribution, for all Repairable Items.

2.1.6 The Contractor acknowledges that the list of Mission System Repairable Items is maintained and held by the Contractor and is to be provided to the Commonwealth Representative promptly upon request and in the format requested.

Table 2-1: Mission System Repairable Items

| System Identifier LCN/TMC/CMC | Product Nomenclature | Technical Reference(s) | Depth/ Grade | Eng. Resp. | CM Resp | RSL | DSR | TBD |
|----------------------------------|----------------------|---------------------------|-----------------|---------------|------------|-----|-----|-----|
| a. | b. | c. | d. | e. | f. | g. | h. | i. |
| | | | | | | | | |
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2.2 Information and Communications Technology System Support Requirements

Note to drafters: For situations where one of the primary elements requiring support is an ICT System (eg, a command and control system); however, elements of that Mission System have differing support Services requirements that need to be specified. For example, within the one ICT System some network hardware may be mandated GFE, required for commonality with other Defence systems, while some Software may be unique and other Software provided as part of a broader corporate licence. Accordingly, some support Services may be defined at a system level while other Services are defined at a sub-system or hardware / Software component level. If there are no ICT Systems of this nature requiring support under the Contract, then the clause should be deleted and replaced with 'Not used'. For alternative options:

- a. if all support can be defined at a system level, drafters should use section 1;
- b. if the ICT System has a supporting role, and not treated as a Mission System, drafters may find it more effective to include the ICT System(s) under section 3; or
- c. for individual Software Products, rather than ICT Systems, use section 5.

Note to drafters: ICT Systems may be subject to differing Performance Measures to other Mission Systems and other Repairable Items (although this does not have to be the case). Drafters need to ensure that the appropriate sections of the draft Attachments P and/or Q, as applicable, includes any unique Performance Measures required for the ICT System(s).

Note: Differences between builds, via subsequent hardware modifications and Software changes, can create variants of the Mission System identified in Table 2-2. Accordingly, the following clauses and Table 2-2 apply to variants created during the course of the Contract.

Note to drafters: Insert the applicable depths/ grades of Maintenance for the ICT System's hardware to be performed by the Contractor. The description of depth / grade could be 'reboot and configuration setting only', 'removal and replacement' and 'full' or as otherwise described in DSDs. Responsibilities are likely to vary depending on what tasks will be undertaken by the Commonwealth and other Contractors.

2.2.1 The Contractor acknowledges that the following depths/ grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of the Information and Communications Technology (ICT) System's hardware Products identified in Table 2-2:

- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
- b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
- c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

2.2.2 The Contractor shall provide support for the ICT System and variants of the ICT System identified in Table 2-2, including subordinate hardware and Software Products and the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

2.2.3 The Contractor acknowledges that the scope of the Services required for the ICT System and ICT System components identified in Table 2-2 is further defined through the columns and technical references identified in Table 2-2. An explanation of each column is detailed below:

- a. System Identifier: A unique identifier for the hardware or Software Products, as used in the applicable technical manuals or system work breakdown structure;

Note to drafters: For Software Products it can be useful to avoid including version and release numbers as this may result in inconsistencies (addressed by the earlier note regarding versions) or regular CCPs to update the table.

- b. Product Nomenclature: The name of the system, or hardware or Software Product, which may include Product class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, consideration should be given to providing this list within Annex D to the SOW and then cross-referring to the applicable clause or table in that Annex from within the following table.

- c. Technical References: The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the hardware / Software Product;
- d. Depth / grade: The depth / grade of hardware Maintenance for which the Contractor has responsibility, as described in clause 3.3.1;

Note to drafters: If the Contractor is required to provide different levels of help desk support for different Products, codes 'Y' and 'N' may be replaced with '1, 2, 3' or other suitable description.

- e. Help Desk (HLPDSK): The Contractor is required to provide help desk Services described in the SOW for this Product and its subordinate hardware and Software components ('Y' = yes, 'N' or blank = no);

Note to drafters: Engineering responsibility may need to be divided into further columns if different Services are to be provided to different Products. For example, if engineering investigations and Software changes apply to some Software, but only investigations apply to others. Alternatively, additional codes could be used within the same column for the one Product (eg, EI = engineering investigations, SC = Software change, etc). A minimum number of columns / codes should be created based on the Services required.

- f. Engineering Responsibility (Eng. Resp.): The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Product ('Y' = yes, 'N' or blank = no);
- g. Configuration Management (CM) Responsibility: The Contractor is required to provide Configuration Management Services described in the SOW for this Product ('Y' = yes, 'N' or blank = no);

Note to drafters: System administration may need to be divided into further columns if different Services are to be provided to different Products. For example, if access administration and licence management apply to some Software Products but not others. Alternatively, additional codes could be used within the same column for the one Product (eg, AA = access administration, LM = licence management, etc). A minimum number of columns / codes should be created based on the Services required.

- h. System Administration (SA): The Contractor is required to provide system administration Services described in the SOW for this Product ('Y' = yes, 'N' or blank = no);
- i. Quantity (Qty): The quantity of Products Being Supported, either as physical hardware Products or installed Software Products / licences, as applicable; and

Note to drafters: The drafter may add columns to the table in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Product. For example, if the Contractor will be responsible for purchasing and replacing selected hardware on a cyclic basis (eg, every three years) the replacement period could be added. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, the following subclause and column j in Table 2-2 should be deleted.

- j. [...To Be Determined (TBD) by drafter...].

Table 2-2: ICT Systems (including variants)

| System Identifier | Product Nomenclature | Technical Reference(s) | Depth/ Grade | HLP- DSK | Eng. Resp. | CM | SA | Qty | TBD |
|-------------------|----------------------|------------------------|-----------------|-------------|---------------|----|----|-----|-----|
| a. | b. | c. | d. | e. | f. | g. | h. | i. | j. |
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SECTION THREE - SUPPORT SYSTEM REPAIRABLE ITEMS

Note to drafters: This section is used when Repairable Items that are Support System Components are to be supported by the Contractor. These include Support and Test Equipment (S&TE) and Training Equipment (and their repairable components), and other repairable equipment. This excludes Mission System Repairable Items, which are either identified in section 2 or as subordinate Products to the Mission System(s) in section 1. If not required, this section of Annex A should be deleted and replaced with 'Not used'.

In tailoring this section, drafters should consider the following issues:

- a. Care should be taken if the same Repairable Item is fitted to both a Mission System and a Support System Component (eg, a Product that is both part of the Mission System and a Maintenance test set). In this case, the Product would usually be listed as a Mission System Repairable Item to satisfy the more stringent management requirements. Alternatively, the same Repairable Items may appear in both sections 2 and 3 if they are tracked and managed separately.
- b. Under Scenarios #1 to #3, performance management of Support System Repairable Items used by the Commonwealth may be based on some measure of availability (eg, for S&TE and Training Equipment) and/or demand satisfaction or Item availability (eg, for component parts) as well as the possibility of maintaining RSLs. Each type of Performance Measure would need to be specified in draft Attachments P and/or Q, as applicable, with possible reference to this section.
- c. Under Scenario #4, performance management of Repairable Items should be based upon meeting turn-around times. Maintaining RSLs is not required under this scenario.

Note to drafters: This section may include both Commonwealth-owned and Contractor-owned Repairable Items that are supported. Contractor-owned Repairable Items would be included in a number of cases (eg, where they are used by the Commonwealth, important for Australian Industrial Capability, controlled items, must be able to be transferred to contractors of subsequent contracts, or if they will become Commonwealth-owned at some time in the future). Consideration should be given to developing separate tables, similar to Table 3-1, when both Commonwealth-owned and Contractor-owned Repairable Items are involved.

Note to drafters: For situations where the proposed Contract (Support) will either follow from a Contract (Acquisition) (eg, when using a combined RFT) or from a current period of support, drafters should consider how information will be provided to tenderers in relation to failure rates and arisings for the Repairable Items, as well as the skills, effort and Non-Repairable Items required to perform the necessary Maintenance.

3. SUPPORT SYSTEM REPAIRABLE ITEMS

3.1 Support Requirements for Repairable Support and Test Equipment

Note to drafters: This clause only covers Repairable Items of S&TE. Non-Repairable Items of S&TE (eg, hand tools) should be addressed in section 4 of this annex. If repairable S&TE is not required to be supported under the Contract, this clause should be replaced with 'Not used'.

Repairable Items of S&TE may be subject to differing management and Performance Measures to Mission System Repairable Items. The support requirements for S&TE are addressed via clause 9.3 of the SOW.

Note to drafters: An optional note to tenderers is included below for use if the proposed Contract follows a current support contract (eg, when the market is being retested) and when the strategy is to use Phase In as a due diligence period. Amend the note to insert the applicable file name. If the note to tenderers is not required, it should be deleted.

A similar note to tenderers may be used with a combined RFT (ie, for acquisition and support) to explain the mechanism for populating the annex as the Contract (Acquisition) progresses.

Note to tenderers: The list of repairable S&TE is provided in the accompanying file entitled '[...DRAFTER TO INSERT...]'. During Phase In, the tenderer is required to validate this list, populate Table 3-1 below to include the applicable S&TE, raise a Contract Change Proposal

(CCP) to incorporate the revised table into the Contract, and incorporate the list of S&TE into its Maintenance Management System.

Note to drafters: Insert the applicable depths / grades of Maintenance for the repairable S&TE and their associated Repairable Items (if applicable) to be performed by the Contractor, as these appear in the relevant technical manual (eg, Light, Medium, Heavy; Operational, Intermediate, Depot / Deeper; Calibration, Limited Repair, or as described in a Technical Maintenance Plan).

- 3.1.1** The Contractor acknowledges that the following depths / grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of the repairable S&TE and the associated Repairable Items of the repairable S&TE identified in Table 3-1:
- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
 - b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
 - c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

Note to drafters: Select the applicable option, depending upon how the repairable S&TE will be managed. Additionally, if the list of repairable S&TE is to be managed using a Commonwealth information system, then Option B would need to be modified accordingly. If Option B is selected, Table 3-1 will need to be deleted.

There may be situations where both options are required (eg, when different management regimes are established for Commonwealth-owned and Contractor-owned repairable S&TE), and drafters should select and modify the clauses below accordingly.

Option A: For when the repairable S&TE is to be identified in this section of Annex A.

- 3.1.2** The Contractor shall provide support for the repairable S&TE and associated Repairable Items identified in Table 3-1, including through the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.
- 3.1.3** The Contractor acknowledges that the scope of the Services required for the repairable S&TE and associated Repairable Items identified in Table 3-1 is further defined through the columns and technical references identified in Table 3-1. An explanation of each column is detailed below:
- a. System Identifier LCN/TMC/CMC: A unique identifier for the Repairable Item, as used in the applicable technical manuals or supply management system;
 - b. Item Nomenclature: The name of the Repairable Item, which may include Item class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, consideration should be given to providing this list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

- c. Technical References: The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the Repairable Item;
- d. Depth / grade: The depth / grade of Maintenance for which the Contractor has responsibility, as used within the associated technical Maintenance plan / reference applicable to each Repairable Item, as described in clause 3.1.1;
- e. Engineering Responsibility: The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);
- f. Configuration Management (CM) Responsibility: The Contractor is required to provide Configuration Management Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);

Note to drafters: If RSLs are not a requirement for repairable S&TE, the RSL column g in Table 3-1 and any associated S&TE RSL clauses should be deleted and replaced with 'Not used'.

- g. Reserve Stockholding Level (RSL): The quantity of serviceable Repairable Items to be maintained by the Contractor as an RSL (no entry means that an RSL is not applicable to that Repairable Item);

Note to drafters: There are likely to be centrally-managed support arrangements for common items of repairable S&TE that the Contractor will be required to use (eg, ADF Calibration Laboratories for calibration and limited repair services). If this is not the case, delete the subclause below and column h from Table 3-1.

- h. Calibration (CAL): Calibration for this Repairable Item will be provided as GFS ('Y' = yes, 'N' = no); and

Note to drafters: The drafter may add columns to Table 3-1 in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Repairable Item. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, column i in Table 3-1 should be deleted.

- i. [...To Be Determined (TBD) by drafter...].

Option B: For when the Contractor will manage the list of repairable S&TE and associated Repairable Items in its Maintenance Management System.

- 3.1.4** The Contractor shall provide support for the repairable S&TE and associated Repairable Items identified in its Maintenance Management System, including through the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

Note to drafters: Drafters are to amend the following list as necessary. For a more extensive range of optional clauses, refer to the example clause for Mission System Repairable Items.

Note to tenderers: The following lists may be further defined, with actual data fields identified from the information management system(s), prior to ED.

- 3.1.5** The Contractor shall, with respect to the repairable S&TE and associated Repairable Items identified in its Maintenance Management System, provide:
- a. Maintenance Services, for all Repairable Items at the depths / grades, as described in clause 3.1.1; and
 - b. Supply Services, including inventory management, and warehousing and distribution only.
- 3.1.6** The Contractor acknowledges that the list of repairable S&TE and associated Repairable Items is maintained and held by the Contractor and is to be provided to the Commonwealth Representative promptly upon request and in the format requested.

Table 3-1: Repairable S&TE

| System Identifier LCN/TMC/CMC | Item Nomenclature | Technical Reference(s) | Depth / grade | Eng. Resp. | CM Resp | RSL | CAL | TBD |
|----------------------------------|-------------------|---------------------------|------------------|---------------|------------|-----|-----|-----|
| a. | b. | c. | d. | e. | f. | g. | h. | i. |
| | | | | | | | | |
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3.2 Support Requirements for Repairable Training Equipment

Note to drafters: This clause covers Repairable Items of Training Equipment. Non-Repairable Items of Training Equipment should be addressed in section 4 of this annex. If repairable Training Equipment is not required to be supported under the Contract, this clause should be replaced with 'Not used'.

Repairable Items of Training Equipment may be subject to differing management and Performance Measures to Mission System Repairable Items. The support requirements for Training Equipment are addressed via clause 9.4 of the SOW.

Note to drafters: Insert the depths/ grades of Maintenance for the repairable Training Equipment and their associated Repairable Items (if applicable) to be performed by the Contractor, as these appear in the relevant technical manual (eg, Light, Medium, Heavy; Operational, Intermediate, Depot / Deeper; Calibration, Limited Repair, or as described in a Technical Maintenance Plan).

3.2.1 The Contractor acknowledges that the following depths / grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of the repairable Training Equipment and the associated Repairable Items of the repairable Training Equipment identified in Table 3-2:

- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
- b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
- c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

Note to drafters: Refer to the optional clauses under clause 3.1 if alternative management arrangements (eg, use of Contractor Maintenance Management Systems) are required for repairable Training Equipment and associated Repairable Items.

3.2.2 The Contractor shall provide support for the repairable Training Equipment and associated Repairable Items identified in Table 3-2, including through the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

3.2.3 The Contractor acknowledges that the scope of the Services required for the repairable Training Equipment and associated Repairable Items identified in Table 3-2 is further defined through the columns and technical references identified in Table 3-2. An explanation of each column is detailed below:

- a. System Identifier LCN/TMC/CMC: A unique identifier for the Repairable Item, as used in the applicable technical manuals or supply management system;
- b. Item Nomenclature: The name of the Repairable Item, which may include Item class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, consideration should be given to providing this list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

- c. Technical References: The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the Repairable Item;
- d. Depth / grade: The depth / grade of Maintenance for which the Contractor has responsibility, as used within the associated technical Maintenance plan / reference applicable to each Repairable Item, as described in clause 3.2.1;
- e. Engineering Responsibility: The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);
- f. Configuration Management (CM) Responsibility: The Contractor is required to provide Configuration Management Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);

Note to drafters: If RSLs are not a requirement for repairable Training Equipment, the RSL column g in Table 3-2 and any associated Training Equipment RSL clauses should be deleted and replaced with 'Not used'.

- g. Reserve Stockholding Level (RSL): The quantity of serviceable items of repairable Training Equipment to be maintained by the Contractor as an RSL (no entry means that an RSL is not applicable to that Repairable Item); and

Note to drafters: The drafter may add columns to the table in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Repairable Item. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, the following subclause and column h in Table 3-2 should be deleted.

- h. [...To Be Determined (TBD) by drafter...].

Table 3-2: Repairable Training Equipment

| System Identifier LCN/TMC/CMC | Item Nomenclature | Technical Reference(s) | Depth / grade | Eng. Resp. | CM Resp | RSL | TBD |
|----------------------------------|-------------------|------------------------|------------------|---------------|------------|-----|-----|
| a. | b. | c. | d. | e. | f. | g. | h. |
| | | | | | | | |
| | | | | | | | |
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3.3 Support Requirements for Information and Communications Technology Systems

Note to drafters: This section would include ICT System(s), comprising hardware and Software Products, used to support Mission Systems identified in Section 1 or 2 (ie, an ICT System that is not managed the same way as Mission System(s) supported under the Contract). If the ICT System is to be managed as a Mission System then it should be identified in Sections 1 and/or 2 of this Annex. If the Contractor will be responsible for individual Software Products, rather than an ICT System, drafters should consider using Section 5. If there are no ICT Systems required to be supported under the Contract, this clause should be replaced with 'Not used'.

Note to drafters: ICT Systems may be subject to differing management and Performance Measures to Mission Systems and other Repairable Items. Drafters need to ensure that the draft Attachments P and/or Q, as applicable, include any unique Performance Measures required.

Note: Differences between builds, via subsequent hardware modifications and Software changes, can create variants of the Mission System identified in Table 3-3. Accordingly, the following clauses and Table 3-3 apply to variants created during the course of the Contract.

Note to drafters: Insert the applicable depths / grades of Maintenance for the ICT System's hardware to be performed by the Contractor. The description of depth / grade could be 'reboot and configuration setting only', 'removal and replacement' and 'full' or as otherwise described in DSDs. Responsibilities are likely to vary depending on what tasks will be undertaken by the Commonwealth and other Contractors.

3.3.1 The Contractor acknowledges that the following depths/ grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of the Information and Communications Technology (ICT) System's hardware Items identified in Table 3-3:

- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
- b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
- c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

3.3.2 The Contractor shall provide support for the ICT System and variants of the ICT System identified in Table 3-3, including subordinate hardware and Software Products and the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

3.3.3 The Contractor acknowledges that the scope of the Services required for the ICT System components identified in Table 3-3 is further defined through the columns and technical references identified in Table 3-3. An explanation of each column is detailed below:

- a. System Identifier: A unique identifier for the hardware or Software Product, as used in the applicable technical manuals or system work breakdown structure;

Note to drafters: For Software Products it can be useful to avoid including version and release numbers as this may result in inconsistencies (hence the need for the above note regarding versions) or regular CCPs to update the table.

- b. Item Nomenclature: The name of the system, or hardware or Software Product, which may include Item class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, consideration should be given to providing this list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

- c. Technical References: The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the hardware / Software Product;
- d. Depth / grade: The depth / grade of hardware Maintenance for which the Contractor has responsibility, as described in clause 3.3.1;

Note to drafters: Where a Contractor is required to provide different levels of help desk support for different Items, the codes 'Y' and 'N' should be replaced with '1, 2, 3' or other description, as appropriate.

- e. Help Desk (HLPDSK): The Contractor is required to provide help desk Services described in the SOW for this Item and its subordinate hardware and Software components ('Y' = yes, 'N' or blank = no);

Note to drafters: Engineering responsibility may need to be divided into further columns if different Services are to be provided to different Items. For example, if engineering investigations and Software changes apply to some Software, but only investigations apply to others, then different requirements must be specified. Alternatively, additional codes could be used within the same column for the one Item (eg, EI = engineering investigations, SC = Software change, etc). A minimum number of columns / codes should be created based on the Services required.

- f. Engineering Responsibility (Eng. Resp.): The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Item ('Y' = yes, 'N' or blank = no);
- g. Configuration Management (CM) Responsibility: The Contractor is required to provide Configuration Management Services described in the SOW for this Item ('Y' = yes, 'N' or blank = no);

Note to drafters: System administration may need to be divided into further columns if different Services are to be provided to different Items. For example, if access administration and licence management apply to some Software Products but not others. Alternatively, additional codes could be used within the same column for the one Item (eg, AA = access administration, LM = licence management, etc). A minimum number of columns / codes should be created based on the Services required.

- h. System Administration (SA): The Contractor is required to provide system administration Services described in the SOW for this Item ('Y' = yes, 'N' or blank = no);
- i. Quantity (Qty): The quantity of Items supported, either as physical hardware Items or Software licences, as applicable; and

Note to drafters: The drafter may add columns to the table in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Item. For example, if the Contractor will be responsible for purchasing and replacing selected hardware on a cyclic basis (eg, every three years) a column for replacement periods could be added. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, the following subclause and column j in Table 3-3 should be deleted.

- j. [...To Be Determined (TBD) by drafter...].

Table 3-3: ICT Systems (including variants)

| System Identifier | Item Nomenclature | Technical Reference(s) | Depth / grade | HLP-DSK | Eng. Resp. | CM | SA | Qty | TBD |
|-------------------|-------------------|------------------------|---------------|---------|------------|----|----|-----|-----|
| a. | b. | c. | d. | e. | f. | g. | h. | i. | j. |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

3.4 Support Requirements for other Repairable Items

Note to drafters: This clause can be used to include any other repairable equipment not defined by other clauses within section 3 of Annex A (eg, individual Items of computer equipment). If no other repairable items required, this clause should be replaced with 'Not used'.

Other repairable equipment Items may be subject to differing management and Performance Measures. Drafters need to ensure that draft Attachments P and/or Q, as applicable, include any unique Performance Measures required.

Note to drafters: Insert the applicable depths / grades of Maintenance for other repairable equipment, to be performed by the Contractor, as these appear in the relevant technical manual (eg, Light, Medium, Heavy; Operational, Intermediate, Depot / Deeper; Calibration, Limited Repair, or as described in a Technical Maintenance Plan).

3.4.1 The Contractor acknowledges that the following depths/ grades of Maintenance, as defined in [...INSERT REFERENCE WHERE THE DEPTH/GRADE OF MAINTENANCE IS DESCRIBED (EG, TECHNICAL MANUAL OR MAINTENANCE PLAN)...], are applicable to the support of the other repairable equipment and the associated Repairable Items of the other equipment identified in Table 3-4:

- a. [...INSERT DEPTH/GRADE OF MAINTENANCE...];
- b. [...INSERT DEPTH/GRADE OF MAINTENANCE...]; and
- c. [...INSERT DEPTH/GRADE OF MAINTENANCE...].

Note to drafters: Refer to the optional clauses under clause 3.1 if alternative management arrangements are required for other repairable equipment and associated Repairable Items.

3.4.2 The Contractor shall provide support for the other repairable equipment and associated Repairable Items identified in Table 3-4, including through the replacement of subordinate Non-Repairable Items, in accordance with the requirements of the SOW and this Annex.

3.4.3 The Contractor acknowledges that the scope of the Services required for the other repairable equipment and associated Repairable Items identified in Table 3-4 is further defined through the columns and technical references identified in Table 3-3. An explanation of each column is detailed below:

- a. System Identifier LCN/TMC/CMC: A unique identifier for the Repairable Item, as used in the applicable technical manuals or supply management system;
- b. Item Nomenclature: The name of the Repairable Item, which may include Item class/group categories and functional descriptors;

Note to drafters: If the list of technical references is extensive, consideration should be given to providing this list within Annex D to the SOW and then cross-referring to the applicable clause or table in that annex from within the following table.

- c. Technical References: The Technical Data (eg, a hardcopy manual, interactive electronic technical manual, list in Annex D, or information management system) that defines the Maintenance and other support requirements for the Repairable Item;
- d. Depth / grade: The depth / grade of Maintenance for which the Contractor has responsibility, as used within the associated technical Maintenance plan / reference applicable to each Repairable Item, as described in clause 3.4.1;
- e. Engineering Responsibility (Eng. Resp.): The Contractor has the Engineering Responsibility required for providing the Engineering Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);
- f. Configuration Management (CM) Responsibility: The Contractor is required to provide Configuration Management Services described in the SOW for this Repairable Item ('Y' = yes, 'N' or blank = no);

Note to drafters: If RSLs are not a requirement for the other repairable equipment, the RSL column g in Table 3-3 and any associated RSL clauses for other repairable equipment should be deleted and replaced with 'Not used'.

- g. Reserve Stockholding Level (RSL): The quantity of serviceable Repairable Items to be maintained by the Contractor as an RSL (no entry means that an RSL is not applicable to that Repairable Item); and

Note to drafters: The drafter may add columns to the table in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Repairable Item. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, the following subclause and column h in Table 3-3 should be deleted.

- h. [...To Be Determined (TBD) by drafter...].

Table 3-4: Other Repairable Equipment

| System Identifier LCN/TMC/CMC | Item Nomenclature | Technical Reference(s) | Depth / grade | Eng. Resp. | CM Resp | RSL | TBD |
|--|--------------------------|-----------------------------------|--------------------------|-----------------------|--------------------|------------|------------|
| a. | b. | c. | d. | e. | f. | g. | h. |
| | | | | | | | |
| | | | | | | | |
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SECTION FOUR - NON-REPAIRABLE ITEMS

4. NON-REPAIRABLE ITEMS

Note to drafters: To assist in developing this section, the following guidance refers to the scenarios in Annex A to the SOW Tailoring Guide:

- a. Under Scenario #1, where the Contractor is responsible for all support, management of Non-Repairable Items is unlikely to need to be separately specified from the Mission System (and Repairable Item requirements), unless visibility of RSLs is deemed necessary to ensure that preparedness requirements can be met. Alternatively, there may be a requirement to have certain Non-Repairable Items subject to Order Response Times (ie, delivery within an agreed time-frame). If not required, this section of Annex A should be deleted and replaced with 'Not used'.
- b. Under Scenario #2, performance management for the majority of Non-Repairable Items should be based on some measure of demand satisfaction as well as maintaining RSLs, both of which need to be specified in draft Attachments P and/or Q, as applicable. Nevertheless, there may be a requirement to have certain Non-Repairable Items subject to Order Response Times (ie, delivery within an agreed time-frame). If this latter situation is not required, however, clause 4.2 should be deleted and replaced with 'Not used'.
- c. Under Scenario #3, the arrangements here should be similar to Scenario #2.
- d. Under Scenario #4, performance management of Non-Repairable Items should be based upon meeting Order Response Times (ie, delivery within an agreed time-frame), which would normally be specified in the Price and Payment Schedule. Maintaining RSLs is also not required under this scenario and, therefore, clause 4.1 should be deleted and replaced with 'Not used'.

Note to drafters: If maintaining RSLs is not a requirement of the Contract, then all RSL-related clauses and the 'RSL' column in Table 4-1 should be deleted.

Drafters may wish to consider a parallel structure to sections 2 and 3 of this annex to separately identify those Non-Repairable Items that are applicable to the Mission System(s), Mission System Repairable Items, repairable S&TE, repairable Training Equipment and Other Repairable Items.

Drafters should consider the different Supply Services to be provided by the Contractor involving Non-Repairable Items and any related need to divide the Non-Repairable Items into further lists or to add additional explanatory columns. For example, if the Contractor will be required to hold local stock levels drawn from Commonwealth sources and procured by the Contractor through DSD-SUP-SERV or DSD-SUP-PROC, then separate tables or a column to flag procurement responsibilities may be used. Also note that, where the Non-Repairable Items are drawn from Commonwealth sources, Performance Measures may differ or these Non-Repairable Items may be excluded from the Performance Measures.

If reasonably regular updates to the Non-Repairable Items List are likely to be required (eg, six monthly) and the list is large, drafters should consider including the requirements for these updates as a CDRL Line Item to ensure that the Contract remains consistent with the actual work. If all of the Non-Repairable Items are being managed through a Defence ICT system, the data item for this deliverable may simply be able to be a standard report from that system.

Note to drafters: An optional note to tenderers is included below for use if the proposed Contract follows a current support contract (eg, when the market is being retested) and when the strategy is to use Phase In as a due diligence period. Amend the note to insert the applicable file name. If the Note is not required, it should be deleted.

A similar note to tenderers may be used with a combined RFT (ie, for acquisition and support) to explain the mechanism for populating the annex as the Contract (Acquisition) progresses.

Note to tenderers: The list of Non-Repairable Items applicable to the Contract is provided in the accompanying file entitled '[...DRAFTER TO INSERT...]'. During Phase In, the tenderer is

required to validate this list and incorporate the list of Non-Repairable Items into its Contractor Supply Management System in accordance with DSD-SUP-SERV.

4.1 Non-Repairable Items Subject to Demand Satisfaction Performance Measures

Note to drafters: The Non-Repairable Items managed under this clause would be managed very similarly to Repairable Items that are also subject to demand satisfaction Performance Measures (although the required measurements and specific values may be different).

4.1.1 The Contractor shall provide the Non-Repairable Items identified in Table 4-1 in accordance with the requirements of the SOW and this Annex.

4.1.2 The Contractor acknowledges that the scope of the Services required for the Non-Repairable Items identified in Table 4-1 is further defined through the columns identified in Table 4-1. An explanation of each column is detailed below:

- a. Item Identifier LCN/TMC/CMC: A unique identifier for the Non-Repairable Item, as used in the applicable technical manuals or supply management system;
- b. Item Nomenclature: The name of the Non-Repairable Item, which may include Item class/group categories and functional descriptors;
- c. NSN: The 13-digit identifier used in NATO and allied cataloguing systems for the Non-Repairable Item;

Note to drafters: If RSLs are not a requirement for the Items, the RSL column d in Table 4-1 and any associated RSL clauses should be deleted and replaced with 'Not used'.

- d. RSL: The quantity of Non-Repairable Items to be held by the Contractor as an RSL (no entry means that an RSL is not applicable to that Item);
- e. DSR: Where a Performance Measure for DSR is divided into two or more priority categories, this column identifies the relevant priority category for the Non-Repairable Item (A= [...DRAFTER TO INSERT...], B= [...DRAFTER TO INSERT...] and C= [...DRAFTER TO INSERT...]); and

Note to drafters: Additional columns may be added to Table 4-1 if required to allocate further responsibilities and/or provide additional information to describe the scope of Services. For example, if Engineering Responsibility is applicable to the Non-Repairable Items (eg, for investigating defects, etc). Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, the following subclause and column f in Table 4-1 should be deleted.

- f. [...To Be Determined (TBD) by drafter...].

Table 4-1: Non-Repairable Items Subject to Demand Satisfaction Performance Measures

| Item Identifier LCN/TMC/CMC | Item Nomenclature | NSN | RSL | DSR | TBD |
|-----------------------------|-------------------|-----|-----|-----|-----|
| a. | b. | c. | d. | e. | f. |
| | | | | | |
| | | | | | |
| | | | | | |

4.2 Non-Repairable Items Subject to Order Response Time Performance Measures

Note to drafters: In using this clause, drafters should consider the mechanisms for obtaining the Order Response Time information and subsequently placing it in the Contract. It is likely that tenderers will be initially required to provide this information as part of their tender responses, and regular updates will be required throughout the Term as the list of Non-Repairable Items changes and/ or the Order Response Times change. Potentially, there may be some opportunity to manage these Non-Repairable Items directly through a Commonwealth information system, and drafters should investigate this possibility. Alternatively, drafters may simply append a list obtained directly from the Contractor Supply Management System (refer DSD-SUP-SERV), which could be incorporated onto the Contract at regular intervals (eg, six monthly) through Contract amendment. Notwithstanding, drafters

should consider whether the Order Response Time information might be better placed in the Price and Payment Schedule at Attachment B.

4.2.1 The Contractor shall provide the Non-Repairable Items identified in Table 4-2 in accordance with the requirements of the SOW and this Annex.

4.2.2 The Contractor acknowledges that the scope of the Services required for the Non-Repairable Items identified in Table 4-2 is further defined through the columns identified in Table 4-2. An explanation of each column is detailed below:

- a. Item Identifier Part No./LCN (or TMC/CMC): A unique identifier for the Non-Repairable Item, as used in the applicable technical manuals or supply management system;
- b. Item Nomenclature: The name of the Non-Repairable Item, which may include Item class/group categories and functional descriptors;
- c. NSN: The 13-digit identifier used in NATO and allied cataloguing systems for the Non-Repairable Item;

Note to drafters: If RSLs are not a requirement for the Items, the RSL column d and any associated RSL clauses should be deleted and replaced with 'Not used'.

- d. Order Response Time: Identifies if the Non-Repairable Item is to be provided to Defence within stated Order Response Times. The three sub-entries are:
 - (i) Unit of Measure / Unit of Issue (UOM/UOI) for the Non-Repairable Item (eg, kg, lt, ea, 8-pack);
 - (ii) Quantities for orders placed by Defence units (eg, Defence units usually order '4' (or multiples of) of the UOM/UOI per order); and
 - (iii) The Response Time required (ie, the time taken from Defence placing the order with the Contractor until the time when the order is delivered by the Contractor to the required Defence location); and

Note to drafters: Additional columns may be added to Table 4-2 if required to allocate further responsibilities and/or provide additional information to describe the scope of Services. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, the following subclause and column e in Table 4-2 should be deleted.

- e. [...To Be Determined (TBD) by drafter...].

Table 4-2: Non-Repairable Items Subject to Order Response Time Performance Measures

| Item Identifier (Part No./ LCN) | Item Nomenclature | NSN | Order Response Time | | | TBD |
|------------------------------------|-------------------|-----|---------------------|--------------|--------------|-----|
| | | | UOM/ UOI | Order Qty | Res. Time | |
| a. | b. | c. | d. | | | e. |
| | | | | | | |
| | | | | | | |
| | | | | | | |

SECTION FIVE - SOFTWARE PRODUCTS

5. SOFTWARE PRODUCTS

Note to drafters: This section is to include Software Products that the Contractor is to support, such as Software resident within the Mission System, Support System Components, or administrative Software applications. Embedded Software may be included in other sections of this Annex, as a component of a Mission System or RI. If Software is included in other sections of this Annex, drafters may copy applicable columns and column details to those sections. If there are no Software Products to be supported (or they are identified in other sections), this section should be replaced with 'Not used'.

If there are different support requirements for different Software Products, drafters should include these requirements into clause 5.1 below - refer to Sections 1, 2 and 3 for examples. It is implicit that the Contractor would have Engineering Responsibility for the Software Products identified here. Nevertheless, if there are limitations on this Engineering Responsibility (eg, the Contractor only incorporates third-party updates of some Software), define these limitations by adding columns to Table 5-1 to ensure that the Engineering Support DSDs operate as intended.

Restrictions on Contractor rights to use and sublicense Software and its subordinate components, as per applicable licences, are to be coordinated in Attachment S, as required by clause 5.6 of the COC.

5.1 Support Requirements for Software

5.1.1 The Contractor shall provide support for the Software identified in Table 5-1 in accordance with the requirements of the SOW and this Annex.

5.1.2 The Contractor acknowledges that the scope of the Services required for the Software identified in Table 5-1 is further defined through the columns in Table 5-1. An explanation of each column is detailed below:

- a. Identifier LCN/TMC/CMC: A unique identifier for the Software Product, or the hardware that the embedded Software is hosted on;
- b. Item Nomenclature: The name of the item / Software application, which may include Item class / group categories and functional descriptors;
- c. NSN: If applicable, the 13-digit identifier used in NATO and allied cataloguing systems;
- d. Engineering Responsibility: The Contractor has the Engineering Responsibility for providing the Engineering Services described in the SOW (eg, defect investigations) for this Item ('Y' = yes, 'N' or blank = no);
- e. SW Update: The Contractor is required to develop and provide Software Updates to Defence as part of the Services ('Y' = yes, 'N' or blank = no);
- f. Help Desk: The Contractor is required to provide help desk Services for the authorised users of this Software ('Y' = yes, 'N' or blank = no); and

Note to drafters: Add columns to Table 5-1 to allocate responsibilities and describe the scope of Services (eg, subscription Services or data management Services). Each additional column should be explained in this list of subclauses. If not required, the following subclause and column g in Table 5-1 should be deleted.

- g. [...To Be Determined (TBD) by drafter...].

Table 5-1: Software Products

| Identifier LCN/TMC/CMC | Item Nomenclature | NSN | Eng. Resp. | SW Update | Help Desk | TBD |
|------------------------|-------------------|-----|------------|-----------|-----------|-----|
| a. | b. | c. | d. | e. | f. | g. |
| | | | | | | |
| | | | | | | |

SECTION SIX - TECHNICAL DATA

Note to drafters: General support for Technical Data is addressed by clause 9.2 of the SOW. Specific support requirements may be described in DSDs (eg, Training Materials supported as a Training Support Service). Restrictions on Contractor rights to use and sublicense Technical Data Products are to be coordinated in Attachment S, as required by clause 5.6 of the COC.

An optional note to tenderers (below) is for use by drafters when the RFT is for a Contract (Support) that follows an existing support contract, and when the contracting strategy is to use Phase In as a due diligence period. If used, drafters need to insert the applicable file name. If not required, the note should be deleted.

A similar note to tenderers may be included for a combined RFT (ie, for both acquisition and support) to explain how this section will be updated to list Technical Data developed under the Contract (Acquisition). Refer to the ASDEFCON Linkages Module (Strategic) for guidance.

Note to tenderers: The list of Technical Data requiring support is provided in the accompanying file entitled '[...DRAFTER TO INSERT...]'. During Phase In under any resultant Contract, the Contractor is required to validate this list and incorporate the list into its Technical Data management system.

6. TECHNICAL DATA

6.1 Support Requirements for Publications

Note to drafters: This clause would include any publications that the Contractor will be required to support, with additional details such as publications for which the Contractor is to act as the sponsor. If there are no publications to be supported, this clause should be replaced with 'Not used'. Note that publications used as Training Materials are listed under clause 6.3.

This clause may be simplified by identifying publications to be supported within Annex D to the SOW – refer to the notes to drafters in Annex D.

Drafters should select either Option A or Option B, depending upon how the publications will be managed. Typically, Option B would be selected if the list of publications is large, but only if the responsibilities (eg, for update or sponsorship) applicable to the Contract can be defined within a Contractor's Technical Data management system, as required by (optional) clause 9.2 of the SOW. If Option B is selected, then Table 6-1 should be deleted.

Option A: For when the publications will be identified in this section of Annex A.

6.1.1 The Contractor shall provide support for the publications identified in Table 6-1 in accordance with the requirements of the SOW and this Annex.

6.1.2 The Contractor acknowledges that the scope of the Services required for the publications identified in Table 6-1 is further defined through the columns identified in Table 6-1. An explanation of each column is detailed below:

- a. Document Number or series: A unique identifying number for the publication (or series of publications), which may be based on functional group codes for the system and publication type;
- b. Title: The title of the publication (or series);
- c. Update Service: The Contractor's responsibilities include a publications update Service in accordance with SOW clause 9.2 ('Y' = yes, 'N' or blank = no);
- d. Publication Sponsorship: The Contractor's responsibilities include acting as the sponsor for these publications in accordance with SOW clause 9.2 ('Y' = yes, 'N' or blank = no);
- e. Library: The Contractor's responsibilities include maintaining the publication as part of a library in accordance with SOW clause 9.2 ('Y' = yes, 'N' or blank = no); and

Note to drafters: The drafter may add columns to Table 6-1 in order to allocate further responsibilities and/or provide additional information to describe the scope of Services required for each Item. Each additional column should be explained in this list of subclauses

with the subclause number matching the column number. If not required, the following subclause and column e in Table 6-1 should be deleted.

f. [...To Be Determined (TBD) by drafter...].

Table 6-1: Publications

| Document Number or series | Title | Update Service | Publication Sponsorship | Library | TBD |
|---------------------------|-------|----------------|-------------------------|---------|-----|
| a. | b. | c. | d. | e. | f. |
| | | | | | |
| | | | | | |
| | | | | | |

Option B: For when the Contractor will manage the list of publications.

6.1.3 The Contractor shall provide support for the publications identified as Products Being Supported in the Contractor’s Technical Data management system, in accordance with clause 9.2.7 of the SOW.

6.1.4 The Contractor acknowledges that the list of applicable publications is held and maintained by the Contractor and that access by Commonwealth authorised users is to be provided through the Data Management System (DMS), in accordance with clause 2.3 of the SOW.

6.2 Support Requirements for Engineering Drawings

Note to drafters: This section would include any engineering drawings for which the Contractor is required to provide support under the Contract. If there are no engineering drawings required to be supported under the Contract or these requirements are adequately covered under the Configuration Management processes, this clause should be replaced with ‘Not used’.

Drafters should select either Option A or Option B, depending upon how the engineering drawings will be managed. Typically, Option B would be selected if the list of engineering drawings is large. If Option B is selected, then Table 6-2 should be deleted.

Option A: For when the engineering drawings will be identified in this section of Annex A.

6.2.1 The Contractor shall provide support for the engineering drawings identified in Table 6-2 in accordance with the requirements of the SOW and this Annex.

6.2.2 The Contractor acknowledges that the scope of the Services required for the publications identified in Table 6-2 is further defined through the columns identified in Table 6-2. An explanation of each column is detailed below:

- a. Drawing Number / Set: A unique identifying number for the drawing or drawing set; and
- b. Title: The title of the drawing or drawing set.

Option B: For when the Contractor will manage the list of engineering drawings.

6.2.3 The Contractor shall provide support for the engineering drawings identified in the Contractor’s Technical Data management system in accordance with clause 9.2 of the SOW.

6.2.4 The Contractor acknowledges that the list of engineering drawings is held and maintained by the Contractor and access by Commonwealth authorised users is to be provided through the DMS in accordance with clause 2.3 of the SOW.

Table 6-2: Engineering Drawings

| Drawing Number / Set | Title |
|----------------------|-------|
| a. | b. |
| | |
| | |

6.3 Support Requirements for Training Materials

Note to drafters: This section would include any Training Materials for which the Contractor will be required to support under the Contract. If there are no Training Materials required to be supported under the Contract, this clause should be replaced with 'Not used'.

6.3.1 The Contractor shall provide support for the Training Materials identified in Table 6-3 in accordance with the requirements of the SOW and this Annex.

6.3.2 The Contractor acknowledges that the scope of the Services required for the Training Materials identified in Table 6-3 is further defined through the columns identified in Table 6-3. An explanation of each column is detailed below:

- a. Course Identifier: An identifying unit code or number for a Defence or nationally recognised training program or individual module, or other;
- b. Item Type: An abbreviation for the type of Training Material that the Item is classified as, which includes:

Note to drafters: Amend the following list of types of Training Materials for use in the Table 6-3.

- (i) Learning Management Package (LMP);
- (ii) Training Requirements Specification (TRS);
- (iii) Unit of Competency (UC) description;
- (iv) Training and Assessment Strategy (TAS);
- (v) participant workbook (PW);
- (vi) exercise materials (EM); and
- (vii) examination / assessment materials (EX);
- c. Document Number: A unique identifying number for the document; and
- d. Item Name and Details: The name or title of the Item of Training Materials and, optionally, other details such as version numbers or excluded components (eg, LMP XYZ, excluding section 1).

6.3.3 Where a LMP is identified in column b of the Table 6-3, the Contractor shall provide support for all of the LMP, unless explicitly excluded in column d.

Table 6-3: Training Materials

| Course Identifier | Item Type | Document Number | Item Name and Details |
|-------------------|-----------|-----------------|-----------------------|
| a. | b. | c. | d. |
| | | | |
| | | | |

6.4 Support Requirements for other Technical Data

Note to drafters: This section may include any other Technical Data to be supported under the Contract. Drafters should amend the following table to meet the specific support requirements for this Technical Data, and define each column of the table in a similar manner to the preceding clauses. If not required this clause and table should be replaced with 'Not used'.

6.4.1 The Contractor shall provide support for the Technical Data identified in Table 6-4 in accordance with the requirements of the SOW and this Annex.

Table 6-4: Other Technical Data

| Technical Data Reference Number | Title |
|---------------------------------|-------|
| | |
| | |

SECTION SEVEN - FACILITIES

7. FACILITIES

Note to drafters: This section is used to define any specialised support for GFF that the Contractor is required to provide and may only be required if that specialised support is not available, or not cost effective, for SEG and their contractors to provide. Drafters need to liaise with SEG to determine if such a requirement exists. If all Facilities support requirements are addressed through the GFF Licence, then this section of Annex A should be replaced with 'Not used'. If required, drafters need to ensure that additional supplementary information (eg, facilities plans, authorised work procedures, etc) are made available to the Contractor.

7.1 Specialised Support Requirements for Facilities

7.1.1 In addition to the general care and maintenance obligations described in the applicable GFF Licence(s), the Contractor shall provide specialised support Services for the Facilities described in Table 7-1.

7.1.2 The Contractor acknowledges that the scope of the Services required for the Facilities identified in Table 7-1 is further defined through the columns included in Table 7-1. An explanation of each column is detailed below:

- a. Building / Facility Number: Building or facility number as designated by Defence Security and Estate Group;
- b. Known As: The common name for the building / Facility (eg, battery shop, firing range);
- c. Services / Comments: A description of the Services to be provided in respect of the Facility(ies) and/or specific embedded equipment within the Facility; and
- d. References: Cross-reference to the applicable technical manuals / work description (eg, the calibration procedure for a test and measurement range).

Table 7-1: Facilities

| Building/ Facility Number | Known As | Services / Comments | References |
|---------------------------------|----------|---------------------|------------|
| a. | b. | c. | d. |
| | | | |
| | | | |
| | | | |
| | | | |

ANNEX B

CONTRACT SERVICES REQUIREMENTS LIST

GENERAL GUIDANCE FOR ANNEX B

- Status: Core
- Purpose: To consolidate a list of the DSDs that are required to be included with the SOW.
- Policy: Nil
- Guidance: The Contract Services Requirements List (CSRL) is used as a focal point to list the DSDs requested throughout the SOW clauses.
- DSDs are sections of the SOW, which can be added or subtracted from the SOW to tailor the scope of Services defined in the draft Contract without requiring the drafter to 'cut and paste' large sections of text. Unlike the Contract Data Requirements List (CDRL) at Annex C to the SOW, which adds information to the Contract regarding data item schedules and Commonwealth action, the purpose of the CSRL is primarily to consolidate the list of required DSDs for inclusion as part of the SOW.
- Notes may be added to identify DSDs applied continuously or on a periodic or ad hoc basis, or only to specific locations, all of which would be reflected in the Price and Payment Schedule (Attachment B).
- Drafter's Action: Before releasing an RFT, drafters are to:
- a. determine which DSDs will meet their specific requirements for Services;
 - b. tailor the DSDs to the needs of the proposed contract;
 - c. if modifying the template DSDs is not adequate, develop new DSDs;
 - d. amend the CSRL list to reflect the DSDs chosen and any new DSDs developed;
 - e. amend the SOW to refer to the applicable lines of the CSRL; and
 - f. if printed versions of the draft Contract will be required, attach the DSDs to the CSRL as schedules to Annex B.

ANNEX B

SUPPORT SERVICES – CONTRACT SERVICES REQUIREMENTS LIST

1. PURPOSE

Note to drafters: Not all DSDs will be required for every contract and the DSDs provided here may not cover every type of Service required by a draft Contract. Additional DSDs may be drafted and, in some cases, DSDs may need to be split and redeveloped to define similar but different Services in different locations. Refer to the SOW Tailoring Guide and the guidance section at the start of each DSD for further information.

1.1 This Annex lists the Detailed Service Descriptions (DSDs), and outlines the relationship between DSDs, the Contract Services Requirements List (CSRL), and the SOW.

2. EXPLANATION OF THE CONTRACT SERVICES REQUIREMENTS LIST

2.1 Application of this CSRL is specified in the SOW. An explanation of each CSRL column is detailed below:

- a. Line Number: This field provides the unique sequential number that identifies each DSD within different functional groups (eg, MNT-100, etc). Additional DSDs can be added as they are required, for example, another maintenance DSD could be numbered MNT-150.
- b. Detailed Service Description Title: This field identifies the title of the DSD.
- c. SOW Clause: This field shows the major clause in the SOW where the DSD is referenced. There may be multiple references in the SOW; however, generally only the first (or one) reference is shown in the CSRL.
- d. Detailed Service Description Reference: This field provides the identification of the DSD, using a short title form.
- e. Notes: This field may be used for any purpose deemed necessary. It may be used to denote properties of individual DSDs, such as only being applicable to Services at a specific location, provided on a periodic basis or being dependent upon a defined event. As an example, a contract-unique DSD for Contingency Maintenance may only be applicable to specific Surge events.

ANNEX B

3. SUPPORT SERVICES – CONTRACT SERVICES REQUIREMENTS LIST

Note to drafters: The DSDs must be attached to the draft Contract as schedules to the CSRL – see ‘Schedule 1’ below.

When any resultant Contract is executed, the DSDs appropriate to the Contract, subject to any negotiated changes, are to be attached to the resultant Contract.

| Line Number | Detailed Service Description Title | SOW Clause | Detailed Service Description Reference | Notes |
|-------------|---|------------|--|-------|
| a | b | c | d | e |
| OPS-100 | Help Desk Services | 4.4 | DSD-OPS-HLPDSK | |
| ENG-100 | Routine Engineering Services | 5.5 | DSD-ENG-SERV | |
| ENG-200 | Configuration Management Services | 5.5 | DSD-ENG-CM | |
| ENG-300 | Software Support Services | 5.5 | DSD-ENG-SW | |
| ENG-400 | System Security Services | 5.5 | DSD-ENG-SEC | |
| MNT-100 | Generic Requirements for the Management of Maintenance Services | 6.5 | DSD-MNT-MGT | |
| MNT-200 | Routine Maintenance Services | 6.5 | DSD-MNT-SERV | |
| MNT-300 | Systems Administration Services | 6.5 | DSD-MNT-SA | |
| SUP-100 | Routine Supply Services | 7.4 | DSD-SUP-SERV | |
| SUP-200 | Procurement Services | 7.4 | DSD-SUP-PROC | |
| SUP-300 | Stock Assessment, Codification and Cataloguing Services | 7.4 | DSD-SUP-SACC | |
| SUP-400 | Military Integrated Logistics Information System Use | 7.4 | DSD-SUP-MILIS | |
| SUP-500 | Warehousing and Distribution Services | 7.4 | DSD-SUP-W&D | |
| TNG-100 | Training Management Services | 8.4 | DSD-TNG-MGT | |
| TNG-200 | Training Delivery Services | 8.4 | DSD-TNG-DEL | |
| TNG-300 | Training Material Support Services | 8.4 | DSD-TNG-TMS | |

SCHEDULE 1 TO ANNEX B

DETAILED SERVICE DESCRIPTIONS

Note to drafters: Insert the required DSDs for the Contract into this Schedule 1.

ANNEX C

CONTRACT DATA REQUIREMENTS LIST

GENERAL GUIDANCE ON ANNEX C

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To: <ol style="list-style-type: none"> a. list the data deliverables required under the Contract and to define their parameters, including required delivery times, Commonwealth actions, and required standards; and b. set out the processes and procedures for preparation, delivery, management and maintenance of data items by the Contractor. |
| <u>Policy:</u> | Nil |
| <u>Guidance:</u> | This guidance provides a detailed discussion of each clause within Annex C. |

1. PURPOSE

Clause 1 explains the purpose of the Contract Data Requirements List (CDRL). There is no requirement for drafters to amend this clause.

The Contract data items, listed in the CDRL, act as one of the prime vehicles for information transfer between the Contractor and the Commonwealth.

Data items should be considered in the context of the relevant processes. Data items listed in the CDRL can be divided into two basic types:

- a. data items that define processes, such as the Contractor's plans; and
- b. data items that result from undertaking these processes, such as the Contract Status Report (CSR) or a Supplies Acceptance Certificate.

Data items that define processes should be delivered before those processes are implemented and, in general, are required either before ED or OD. Ideally, these should be considered as a set to ensure that the processes form a complete set and are harmonised across the scope of the Contract (even though it may not be practical to deliver and review all of these data items simultaneously).

Data items that are the products of the process should be delivered as they are produced. Of course, these data items will also pass through the Contractor's internal review and approval processes. For iterative processes, such as an engineering change, draft data items may be required to reflect the current status.

2. MANAGEMENT OF THE DATA ITEM DESCRIPTIONS

A common misconception is that a CDRL item and the Data Item Description (DID) represent the same thing. The CDRL line number (column 'a' in the table in clause 7) refers to a particular line number that is referenced in the SOW or DSD and is required to be delivered under the Contract. A DID is called out for each CDRL line number (column 'i' of the table) and specifies the purpose and minimum requirements for the document. There is no 1:1 relationship between them because a given DID may be called out for a number of CDRL line numbers, and the same DID can be used by multiple contracts that use ASDEFCON templates.

Depending on the significance of the deliverable, the Commonwealth action results in differing levels of endorsement. These are, in order of most to least significance:

- a. CCP approval,
- b. Accept,
- c. Approve, and
- d. Review.

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These differing levels of endorsement are defined in clause 2.4 of the draft SOW, with related guidance included in the *ASDEFCON (Support) SOW Tailoring Guide*.

All data items should be internally reviewed and, if necessary, approved by the Contractor before presentation to the Commonwealth Representative.

Data items that define support processes (eg, plans) must be Approved by the Commonwealth Representative.

Data items that will become an Attachment (eg, updates to Attachment G) should be subject to CCP approval by the Commonwealth Representative.

Data items that form part of the operational system (eg, updated operator manuals) should be Accepted by the Commonwealth Representative.

Data items that define the output from key design stages of an ECP (eg, design review minutes, which include decisions and actions placed on the Commonwealth) should be Approved by the Commonwealth Representative.

Data items that permit the ongoing support and development of updates to the system are divided into two cases. Where the Contractor provides the whole-of-life support for the system, these data items should be Reviewed. Where the Contractor may not support the system over its entire life and the data will be used by Defence or a third party, these data items should be either Approved or Accepted.

Data items that monitor progress (eg, CSR) and verify that the processes are being followed should be Reviewed by the Commonwealth Representative. As the series of CSRs represents the history of the Contract, the comments by the Commonwealth Representative are needed to ensure accuracy. Note that, in the case of the progress reports, some items may still need Approval for contractual reasons (eg, the Cost Performance Reports).

Data items that provide visibility of activities (eg, engineering databases) or provide early feedback on the design (eg, design documents) should be supplied to the Commonwealth Representative for Review.

There is no requirement for drafters to amend clause 2.

3. MANAGEMENT OF DATA ITEMS

Clause 3 sets out a number of obligations that the Contractor must undertake in relation to the management of data items, including configuration management. There is no requirement for drafters to amend clause 3.

4. EXPLANATION OF THE CDRL

The drafter must ensure that each line item in the CDRL has been referenced from the SOW and that each line item has been given a unique identifier, name and cross reference that are consistent with the SOW.

Delivery schedules for the data items should consider the expected maturity of each data item, the ability of the Commonwealth to adequately disposition it in the specified time, and the risk to the program.

Due to archiving requirements, government policy is to minimise the use of hard copy documents and a hard copy should only be requested when essential (eg, because an original signature is required). Whenever possible, use of the Data Management System (DMS) or softcopies is encouraged, although the ability of the Commonwealth to interpret and review the relevant file format needs to be addressed in the wording of the CDRL (refer clause 6.1) and the SOW (eg, in specialist areas, such as the scheduling software and the Total Cost of Ownership model).

The DIDs need to be carefully chosen and uniquely identified, as discussed in the guidance for clause 7.

The drafter needs to consider the actual period required for the Commonwealth to disposition each data item before inserting periods in the CDRL. Factors to be considered include:

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- a. the size and complexity of the document;
- b. whether a preliminary or draft version would already have been reviewed;
- c. the need to involve external agencies or Approval authorities; and
- d. conflicting requirements (eg, the need to review more than one data item concurrently).

5. DELIVERY ADDRESSES

Drafters should think carefully about the distribution of data items listed in the CDRL before the RFT is released. Wherever possible, arrange via the Contract for the Contractor to send the appropriate quantities of data items to all Commonwealth locations that require the data item. Add to the distribution list in the CDRL as required.

6. GENERAL REQUIREMENTS FOR DATA ITEMS**6.1 Data Item Media**

Clause 6.1 sets requirements for hard copy and soft copy data item deliverables.

For hard copies, 'metric' ISO 216 'A-series' paper is specified. As per the note to drafters, USA-based contractors will base normal business practices on letter size paper and requiring the use of A4 paper will increase administrative costs. One option is to obtain plans and reports on letter size paper with margins suitable for photocopying to A4 (sometimes referred to in the US as 'international A4').

Drafters should consider the preferred electronic formats. Electronic format requirements are specified in some DIDs including the Technical Data Plan and Drawings. The requirements specified in clause 6.1 of the CDRL should be consistent with the requirements in the SOW and DIDs. Other than for specific applications, the drafter should identify the standard Microsoft Office® products used by Defence, including the applicable versions.

6.2 Format Instructions

Clause 6.2 outlines basic format requirements and avoids repeating this information in each DID. The requirements in this area may be expanded or reduced as assessed by the procurement team on a risk basis. For example, Commonwealth Representative staff may need to control the document reference number and format to integrate with an existing suite of documentation.

6.3 Content Instructions

The requirement for submitted data items (eg, manuals) to satisfy a certain reading grade level (eg, RGL 9) could be included as necessary. This is to ensure that the data item is written focussed at an acceptable level of reading difficulty. Otherwise, drafters may include this clause without alteration.

6.4 Use of Existing Data

There is no requirement for drafters to amend clause 6.4.

7. Contract Data Requirements List

DIDs can be downloaded from the ASDEFCON intranet site. Drafters should note that some DIDs in *ASDEFCON (Support)* are re-used from other templates, such as *ASDEFCON (Strategic Materiel)* and *ASDEFCON (Complex Materiel) Volume 2*. These DIDs can be recognised by the four-part title (eg, 'DID-ENG-SOL-DCERT') and are usually included in a separate download as 'supplementary DIDs'.

Drafters should download the most recent DID version from the website, and specify the version under the Data Item Description Reference column of the CDRL table. For example, Version '5.2' of the Support Services Management Plan DID will be referenced as DID-SSM-SSMP-V5.2.

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If Contract-specific data items are required (eg, to meet regulatory requirements), drafters should generate these additional DIDs using the standard format and approach utilised for the ASDEFCON DIDs. The short title for the DID should then be incorporated into the CDRL, along with the other information required. To the extent practicable, drafters should avoid using Contract-specific DIDs unless no other option is available. Drafters also need to ensure that access to all DIDs is provided to tenderers in accordance with the note to drafters.

Drafter's Action: The CDRL is to be amended, both prior to release of the RFT and prior to Contract signature, to:

- a. ensure that all (and only) those data items called up in the draft SOW (including though other data items, such as progress reports defined within plans) are invoked;
- b. ensure that the latest versions of the DIDs are referenced;
- c. ensure that the appropriate Commonwealth action (ie, Review, Approval, Acceptance or CCP approval) is applied to each version of each data item, consistent with the guidance provided herein and the principle of Clear Accountability In Design (CAID);
- d. ensure that the scheduling of the delivery times for data items reflects the requirements of the Contract and the interactions between data items;
- e. ensure that the Commonwealth action times for data items are manageable and reflect the factors discussed in the guidance;
- f. reflect the method of delivery (eg, hard copy, soft copy, or via the DMS);
- g. reflect the required distribution of data items;
- h. reflect those data items for which prior Approval would be provided (eg, 'by ED' following pre-contract work / negotiations); and
- i. for any draft versions of data items, include a reason for the draft in the Notes column.

Drafters must attach the DIDs to the CDRL list as 'Schedule 1 to Annex C – Data Item Descriptions'.

Related Clauses: Clause 2.3 of the draft SOW requires the Contractor to implement a DMS.

Clause 2.4 of the draft SOW requires the Contractor to produce, update and deliver the data items referenced in the CDRL. The clause also details the Contractor's obligations and the Commonwealth's rights with respect to processing the data items.

Further Reading: Refer to the *ASDEFCON (Support) SOW Tailoring Guide* for guidance in relation to clause 2.3 (DMS) and clause 2.4 (Deliverable Data Items) of the SOW.

ANNEX C

CONTRACT DATA REQUIREMENTS LIST

1. PURPOSE

- 1.1** This Annex outlines the relationship between data items, Data Item Descriptions (DIDs) and the Contract Data Requirements List (CDRL) at clause 7 of this Annex. The Annex also sets out the processes and procedures for the preparation, delivery, management and maintenance of data items by the Contractor, and the Commonwealth action required.
- 1.2** The CDRL included with this Annex is a consolidated list of data items to be delivered during the course of the Contract and includes CDRL management information. The CDRL defines the data item version, delivery schedule, quantity by type, delivery location(s), Commonwealth action period and type, maintenance requirements, and, through reference to the associated DID, the title, purpose, content and, if applicable, format requirements for each data item.

2. MANAGEMENT OF THE DATA ITEM DESCRIPTIONS

- 2.1** When DIDs provide the specifications for data items to be delivered to the Commonwealth for Review, Approval, Acceptance and CCP approval, those DIDs are attached to this Annex, and form part of the Contract.

3. MANAGEMENT OF DATA ITEMS

- 3.1** The Contractor shall implement Configuration Management procedures for each data item (including reissues or amendments) in accordance with the SOW and the Approved plan that governs Configuration Management (eg, the Approved Configuration Management Plan (CMP) or the Approved Support Services Management Plan (SSMP)) to ensure that the version or issue (as appropriate) and amendment status of each data item is identified and controlled.
- 3.2** The Contractor shall review, update and deliver amendments or reissued data items, or confirm the continuing accuracy of data items annotated with a maintenance period, in accordance with the CDRL.
- 3.3** Delivery of amended, reissued or resubmitted data items shall be to the location(s) and in the format and quantities specified in the CDRL for the initial submission of the data items.
- 3.4** Unless otherwise agreed in writing by the Commonwealth Representative, if a data item is to be amended and reissued, or the delivery was delayed, the schedule for subsequent deliveries of that data item remains unaffected.
- 3.5** Delivery via the Data Management System (DMS) specified in clause 2.3 of the SOW shall mean that:
- a. the data item has been uploaded to the DMS;
 - b. each of the Commonwealth officials nominated in the CDRL has been electronically notified that the data item has been uploaded to the DMS; and
 - c. the Commonwealth Authorised Users are (subject to any restrictions defined by the Commonwealth Representative) able to access and download the data item.

4. EXPLANATION OF THE CDRL

- 4.1** Application of this CDRL is specified in the SOW. An explanation of each CDRL column is detailed below and applies to each data item:
- a. CDRL Line Number: This field provides the unique sequential number that identifies each data item within different functional groups (eg, MGT-100, etc).
 - b. Data Item Title: This field identifies the title of the data item.
 - c. SOW Clause Ref: This field shows the major clause in the SOW (including DSDs) where the data item is identified. There may be multiple references to the data item in the SOW, but generally only the first (or one) reference is shown in the CDRL.

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- d. Ref. This field provides a reference number used to identify individual deliveries of a data item.
- e. Version. This field identifies the particular individual delivery of a data item during its lifecycle (ie, draft, final).
- f. Delivery Schedule. This field specifies the date(s) and/or events by which the data item is required to be delivered. The data items shall be delivered before 1700 hrs (local time) on the date specified, or the last Working Day before the specified date if the specified day is not a Working Day. The date of delivery applies to all delivery locations and quantities unless otherwise specified, including delivery via the DMS in accordance with clause 3.4 of this Annex. Following are some of the abbreviations and symbols used with this column:
- (i) 'ED' means Effective Date, 'POD' means Planned Operative Date, 'OD' means Operative Date, 'MSR' means Mandated System Review and 'PPR' means Periodic Performance Review;
 - (ii) Numerals indicate the number of Working Days unless specified otherwise;
 - (iii) '+' means after the specified date or event; and
 - (iv) '-' means before the specified date or event.

If a data item is required to be delivered before an event having a duration of greater than one day, the data item delivery date shall be calculated from the first day of that event. If a data item is required to be delivered after an event having a duration of greater than one day, the data item delivery date shall be calculated from the last day of that event.

- g. Quantity. This field specifies the total number of data items to be delivered to the associated delivery location(s), including the copy delivered via the DMS, and the number of hard (H) and soft (S) copies. Delivery to the DMS means that on-line access to the data item is provided to the Commonwealth Authorised Users in accordance with clause 3.4 of this Annex and clause 2.3 of the SOW. Clause 6.1 of this Annex provides specific requirements relating to hard and soft copies of data items.
- h. Delivery Location. This field shows the short title of the Commonwealth official(s) to whom:
- (i) electronic notification of the delivery of data items via the DMS shall be provided; and
 - (ii) the hard and/or soft copies of the data items shall be delivered.

Clause 5 of this Annex shows the full delivery addresses for the hard and soft copies. The action hard copy of the data item shall be delivered to the first nominated location in this field.

- i. Data Item Description Reference. This field provides the identification of the DID with which the data item must comply.
- j. Commonwealth Action Period. This field defines the number of Working Days available to the Commonwealth to action the data item and respond to the Contractor, if that action requires a response. The period begins upon the date the action copy of the data item is received at the first nominated delivery location. The action period applies to all deliveries, including first deliveries, amendments and re-issues. If a data item is delivered earlier than the first delivery date shown in the CDRL, the Commonwealth is not obliged to action it until after that date. If the action period states 'by PPR' for a data item delivered prior to a Periodic Performance Review, the action period ends when the minutes for that review are Approved. If the action period states 'by MSR' for a data item delivered prior to a Mandated System Review, the action period ends when the exit criteria for the review have been met per clause 6.2.10 in DSD-ENG-SERV. If the action period states 'by ED', with 'Approval' as the 'Commonwealth Action Required', this means that, prior to ED,

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the Contractor had developed the data item, the Commonwealth had reviewed the data item, and the parties had agreed a version of the data item that would be Approved by the Commonwealth. On both parties signing the Contract, the version of the data item that was agreed between the parties is Approved in accordance with the Contract.

Note to drafters: Commonwealth staff are to consider the actual period required to review each data item before inserting or amending periods in the CDRL. Factors to be considered include:

- a. the size and complexity of the data item;**
- b. whether a draft version would already have been reviewed;**
- c. the need to involve external agencies or approval authorities; and**
- d. conflicting requirements (eg, the need to review several data items concurrently).**

Working Days should be used to ensure that public holidays are taken into account.

- k. Commonwealth Action Required: This field indicates the purpose for which the data item is being submitted to the Commonwealth. This will either be Acceptance, Approval, Review or CCP approval.
- l. Maintenance: This field specifies either the timings or the time intervals, after each delivery, at which the data item shall be reviewed by the Contractor and either have its continuing accuracy status confirmed, in writing, or be updated and reissued. The Maintenance column does not apply to draft or preliminary versions of data items. The following abbreviations and codes are applicable to this column:
 - (i) xM – every x calendar months; and
 - (ii) NA – not applicable.
- m. Notes: Where necessary, additional explanatory information relating to a CDRL data item is provided in this column.

5. DELIVERY ADDRESSES

Note to drafters: Drafters should think about the distribution of data items listed in the CDRL before the RFP, RFQ or RFT is released. Wherever possible, arrange via the Contract for the Contractor to send the appropriate quantities of data items to all Commonwealth locations that require the data item. Add to the delivery location in the CDRL table and expand the delivery details below as required.

5.1 For the purposes of delivery of hard and soft copies of data items, the addresses of delivery points are:

CR Commonwealth Representative
(refer to the Details Schedule)

RPTM Resident Personnel Team Manager
(RPTM email address, RPTM postal address at Contractor's facility)

5.2 The delivery addresses may be amended at any time by notice in writing from the Commonwealth Representative to the Contractor.

6. GENERAL REQUIREMENTS FOR DATA ITEMS

6.1 Data Item Media

6.1.1 Subject to clause 6.4 and unless otherwise specified in a DID:

- a. all electronic copies (referred to in the CDRL as DMS and/or as soft (S) copy, delivered via electronic data transfer or using an agreed media), shall have margins consistent with ISO 216: A0-A4 size paper, in the following file formats:

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- (i) searchable Portable Document Format (PDF), [...SPECIFY PREFERRED VERSION...];
 - (ii) [...SPECIFY PREFERRED PRODUCTS AND VERSIONS...]; and
 - (iii) [...SPECIFY PREFERRED PRODUCTS AND VERSIONS...]; and
- b. all hard copies (referred to as 'H' in the CDRL) of data items shall be prepared and delivered on ISO 216: A0-A4 size paper.

Note to drafters: Drafters should note that USA based contractors will, as normal business practice, use letter size paper. Requiring the use of A4 type / ISO 216 paper may increase cost.

Drafters should carefully consider the preferred electronic format. The SOW may specify particular electronic format requirements for particular categories or items of Technical Data, and the requirements specified here should be consistent with those requirements.

6.2 Format Instructions

Note to drafters: The requirements may be expanded or reduced as assessed on a risk basis. For example, the Commonwealth may need to control data item reference number and format.

- 6.2.1** Subject to clause 6.4, the format instructions contained in this clause 6.2 shall be applied to all data items prepared under the Contract for delivery to the Commonwealth, unless otherwise specified in the appropriate DID or otherwise agreed, in writing, by the Commonwealth Representative.
- 6.2.2** When data is delivered in the form of a document, it shall include the following identification information:
- a. the document reference number;
 - b. the document title and date of issue;
 - c. the volume number (only applicable to multi-volume data items);
 - d. the version number/revision indicator;
 - e. the security markings or other restrictions, which shall not contravene Contract requirements on the handling of the document;
 - f. the Contract number;
 - g. the CDRL line number, if the data is a data item;
 - h. the organisation for which the document has been prepared; and
 - i. the name and address of the preparing organisation.
- 6.2.3** When a data item is delivered in the form of a paginated document, and the body of that document is greater than five pages in length, it shall contain a table of contents.
- 6.2.4** When a data item is delivered in the form of a paginated document, each page shall contain a unique page number and preferably display the document number, version, volume and date of issue, as applicable.
- 6.2.5** When a data item is delivered in the form of a paginated soft copy document (including a text, spreadsheet or presentation file), and unless otherwise specified in the Contract or agreed by the Commonwealth Representative, the document shall be in a format that is compatible with Microsoft® Office applications or, if appropriate, in PDF.
- 6.2.6** Where a data item is revised or updated, and where the software used to create the data item is able to produce revision marks, the Contractor shall mark all changes made, since the previous release of the data item to the Commonwealth, with:
- a. a side bar in the margin of the data item to aid review, or
 - b. an alternate means of revision marking that is acceptable to the Commonwealth.
- 6.2.7** Where the software is not able to produce revision marks, the Contractor shall accompany those affected data items with revision lists containing a summary of all changes made since the previous release to the Commonwealth.

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6.2.8 Where a data item is delivered in soft copy or by the DMS, and unless otherwise agreed by the Commonwealth Representative, the data item shall be able to be copied and saved by the Commonwealth and capable of further manipulation (including searching, the inspection of meta-data and printing) in the native document format.

6.3 Content Instructions

6.3.1 If a preliminary or draft version of a data item is scheduled for delivery prior to Approval or Acceptance of a final version, the Contractor shall comply with the following requirements:

- a. the preliminary version shall contain information on all of the topics pertinent to the data item and shall be:
 - (i) commensurate with the status of design, development or installation of the Products at the time the data item is due for delivery; and
 - (ii) suitable for the intended purpose as stated in the Notes in column m of the CDRL; and
- b. unless otherwise specified, the draft version shall be developed from the preliminary version, if a preliminary version was required, and to the stage where it reflects the content of the final version of the data item, but may be missing low level detail.

6.3.2 Where information specified for one data item has also been specified for other data items in the same format and at the same issue status, the Contractor may provide the information in one data item only and include cross-references to that data item in the other data items.

6.3.3 The Contractor shall ensure that all data items provided to the Commonwealth are written in grammatically correct English.

Note to drafters: If data items (eg, manuals) need to satisfy a certain standard (eg, Simplified Technical English derived from ASD-STE100) or a reading grade level (eg, RGL 9), this could be included as necessary. This is to ensure that the data item is written for an acceptable level of reading difficulty. If you have this requirement, insert it in the relevant DIDs.

6.3.4 Subject to clause 6.4, data items prepared under the Contract for delivery to the Commonwealth shall contain sections providing the following information unless otherwise specified in the applicable DID:

- a. identification of the Contract, system, program, plan, item, as applicable, to which the data item applies;
- b. background that helps to situate the data item and state the intended use of the item(s) to which the data item applies;
- c. an overview of the data item;
- d. a list of referenced documents;
- e. a list of acronyms and abbreviations; and
- f. a set of definitions.

6.3.5 The Contractor shall ensure that all data items delivered under the Contract are marked in accordance with the markings and Confidential Information provisions of the Contract.

6.4 Use of Existing Data

6.4.1 Data required under the Contract may currently exist in a different format or use a different content structure than that specified in this Annex. In such cases, the data may be acceptable providing that it contains the specified information and meets the requirement for its intended use. Where the Contractor wishes to submit existing data that does not meet the format or content structure requirements contained in this Annex, then the Contractor shall seek Commonwealth Representative Approval to submit the existing data, in sufficient time for the data to be reformatted or restructured prior to the required delivery date should Approval be denied.

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7. CONTRACT DATA REQUIREMENTS LIST

Note to drafters: Before releasing an RFT, drafters:

- a. must determine which DIDs will meet their Contract's specific requirements for specifying data items;
- b. must download the latest version of the required DIDs from the ASDEFCON intranet website or the Internet website at:
<https://www.defence.gov.au/business-industry/procurement/contracting-templates/asdefcon-suite/support>
- c. may tailor the DIDs, but standard DIDs are to be used whenever possible (to the avoid costs to industry of non-standard data items); and
- d. must amend the CDRL to reflect the data items and DIDs chosen.

DIDs are to be 'attached' to the RFT, and any subsequent contract, as 'Schedule 1 to Annex C to the SOW – Data Item Descriptions'. If providing DIDs in soft copy on appropriate media, the DIDs should be saved (in a non-editable form) and 'attached' to the Contract by labelling the media with:

- a. 'Schedule 1 to Annex C to the SOW - Data Item Descriptions';
- b. the Contract number; and
- c. a version control identifier.

References to the DMS in the CDRL table, for deliveries scheduled prior to the DMS being implemented, may be replaced with soft copies (eg, '1S').

In compiling the CDRL, drafters should determine which data items are required to be delivered to and actioned by the Commonwealth by ED, and reflect this in the CDRL. This approach, when Contract-ready documents are prepared prior to ED, assumes that pre-contract activities will be undertaken by the preferred tenderer and the Commonwealth. Data items forming part of the Contract (eg, Technical Data and Software Rights (TDSR) Schedule) must be completed during ODIA or other pre-contract work activities. Tendered data items that are not actioned 'by ED', whether upgraded pre-contract or not, may not form part of the Contract unless included as draft data items at Attachment K. If ODIA / pre-contract activities are not planned, drafters should not identify data items for delivery at ED (unless an Attachment to the Contract), and the CDRL should be amended for the staggered delivery of data items after ED. Drafters should schedule later deliveries of data items to accord with the specific requirements of the Contract (eg, many default times are not suited to individual contracts).

Government policy is to preference the delivery of soft copy documents whenever possible. Requesting hard copy data items often relates to a need for signatures. If electronic signatures are acceptable, data items should be delivered in soft copy / DMS only, and the CDRL amended accordingly.

Some data items are scheduled, by default, for delivery before the OD, and the examples in the CDRL table assume a Phase In period of 80 Working Days or more. Drafters should review those data items due between ED and OD to include a meaningful sequence of deliveries.

CDRL entries below do not assume that the draft Contract (Support) will be issued with a draft Contract (Acquisition) in a combined Request For Tender (RFT). For changes to the CDRL in a combined RFT, refer to the ASDEFCON Linkages Module (Strategic).

Note to tenderers: Data items scheduled for delivery and Commonwealth action by ED are to be developed pre-contract (eg, during an Offer Definition and Improvement Activities (ODIA) period or other pre-contract activity) with the preferred tenderer(s). Other tendered data items will be included at Attachment K, as applicable.

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| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|---|----------------|-----|---------|---------------------------------------|----------|------------------------|---------------------------------|------------------------|--------------------------|------------------|---|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| MGT-100 | Support Services Management Plan | 3.2.1 | a | Final | ED | 1H, DMS | CR | DID-SSM-SSMP | by ED | Approval | 12M | |
| MGT-110 | Support Services Master Schedule (SSMS) | 3.2.2 | a | Draft | ED | DMS | CR | DID-SSM-SSMS | by ED | Approval | NA | Draft required to confirm the veracity of the proposed SSMS for the Contract, particularly the early Contract activities. |
| | | | b | Final | POD - 20 | DMS | CR | | 20 | Approval | NA | |
| | | | c | Updates | Monthly | DMS | CR | | 20 | Approval | NA | |
| MGT-120 | Contract Work Breakdown Structure (CWBS) | 3.2.3 | a | Draft | ED + 20 | DMS | CR | DID-SSM-CWBS | 20 | Approval | NA | Draft is to confirm the veracity of the CWBS as a basis for subsequent development of execution plans by the Contractor. |
| | | | b | Final | POD - 20 | DMS | CR | | 20 | Approval | NA | |
| | | | c | Updates | As required | DMS | CR | | 20 | Approval | NA | |
| MGT-130 | Support Performance Measurement Plan | 3.2.5 | a | Final | POD - 20 | DMS | CR | DID-SSM-SPMP | 20 | Approval | 12M | |
| MGT-140 | Quality Plan | 11.2 | a | Final | POD - 40 | DMS | CR | DID-SSM-QP | 20 | Approval | 12M | |
| MGT-150 | Supplies Acceptance Certificate (SAC) | COC 6.8 | a | Final | As required | 2H, DMS | With supplied Products | DID-PM-MGT-SAC | See note. | Approval | NA | Commonwealth action period is in accordance with COC clause 6.8. This data item (H) is delivered with Products to locations specified in DSD-SUP-SERV or the Supply information management system. |
| MGT-160 | Application for a Deviation (AFD) | 11.4 | a | Final | As required | 2H, DMS | As per form | DID-PM-MGT-AFD | See note. | Approval | NA | Commonwealth action period depends on the extent of the Deviation and availability of supporting information. If an AFD requires supporting documents, then two hard copies and one soft / DMS copy shall be provided. |
| MGT-200 | Innovation / Efficiency Implementation Plan | 13.2 | a | Final | POD - 20 | DMS | CR | DID-SSM-IEIP | 20 | Approval | 12M if no Update | For each new Approved Innovation / Efficiency |
| | | | b | Update | Innovation / Efficiency Approval + 20 | DMS | CR | | 20 | Approval | NA | |

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| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|---|----------------|-----|---------|---|----------|-------------------|---------------------------------|------------------------|--------------------------|-------------|--|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| MGT-210 | Innovation / Efficiency Analysis and Implementation Report | 13.3 | a | Final | CR notice + 20 | DMS | CR | DID-SSM-IEAIR | 10 | Review | NA | The applicable CR notice is provided in response to a proposed Innovation / Efficiency. |
| MGT-300 | Contract Status Report (CSR) Performance Measurement Report portion of CSR Capability Innovations and Efficiencies Report portion of CSR AIC program portions of the CSR | 3.4.2 | a | Final | OD + 60 | DMS | CR | DID-SSM-CSR | 10 | Review | NA | An AIC Compliance Certificate in accordance with SOW clause 10.1 and Annex F to Attachment I is not required for this initial delivery. |
| | | | b | Updates | Contract Performance Review - 5 | DMS | CR | | 10 | Review | NA | An AIC Compliance Certificate in accordance with SOW clause 10.1 and Annex F to Attachment I is only required annually. |
| | | | c | Updates | End of Review Period + 5 | DMS | CR | | 10 | Review | NA | |
| | | | d | Updates | End of Review Period + 5 | DMS | CR | | 10 | Review | NA | |
| | | | e | Updates | TBD drafter | DMS | CR | | 10 | Review | NA | Note to drafters: AIC reporting is usually required 6 or 12 monthly. If CSR updates need to be scheduled more often (Ref b), use this line to schedule the AIC reports, otherwise this line may be deleted. |
| MGT-350 | Combined Services Summary Report (CSSR) CASR portion of the CSSR Operating Support Services portion of CSSR Engineering Services portion of CSSR | 3.4.3 | a | Final | OD + 20 | DMS | CR | DID-SSM-CSSR | 10 | Review | NA | |
| | | | b | Updates | Combined Services Performance Review – 10 | DMS | CR | | 10 | Review | NA | |
| | | | c | Updates | 3 monthly after initial delivery | DMS | CR | | 10 | Approval | NA | |
| | | | d | Updates | PPR - 10 | DMS | CR | | 10 | Review | NA | To be delivered to enable the report to be addressed at the PPRs where Operating Support is discussed. |
| | | | e | Updates | PPR - 10 | DMS | CR | | 10 | Review | NA | To be delivered to enable the report to be addressed at the PPRs where Engineering Support is discussed. |

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| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|--------------------------------------|----------------|-----|-------------|-----------------------------------|----------|-------------------|---|------------------------|--------------------------|-------------------|--|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| | Maintenance Services portion of CSSR | 6.2.1 | f | Updates | PPR - 10 | DMS | CR | | 10 | Review | NA | To be delivered to enable the report to be addressed at the PPRs where Maintenance Support is discussed. |
| | Supply Services portion of CSSR | 7.2.1 | g | Updates | PPR - 10 | DMS | CR | | 10 | Review | NA | To be delivered to enable the report to be addressed at the PPRs where Supply Support is discussed. |
| | Training Services portion of CSSR | 8.2.1 | h | Updates | PPR - 10 | DMS | CR | | 10 | Review | NA | To be delivered to enable the report to be addressed at the PPRs where Training Support is discussed. |
| MGT-370 | Support Services Verification Matrix | 3.2.5 | a | Draft | POD - 40 | 1S | CR | DID-SSM-SSVM | 15 | Review | NA | Draft to confirm the proposed approach for reporting Performance Measures. |
| | | | b | Final | POD - 20 | DMS | CR | | 20 | Approval | NA | |
| | | | c | Progressive | Monthly | DMS | CR | | 20 | Review | NA | Performance results are not included until after the first measurement period. |
| MGT-400 | Remediation Plan | COC 6.12 | a | Final | When required iaw COC clause 6.12 | DMS | CR | DID-PM-MGT-RP | 20 | Approval | NA | |
| MGT-500 | Meeting Agenda | 3.4.1 | a | Final | Start Meeting Date - 10 | DMS | CR | DID-PM-MEET-AGENDA | 5 | Review | NA | |
| MGT-510 | Meeting Minutes | 3.4.1 | a | Final | End Meeting Date + 2 | 1H, DMS | CR | DID-PM-MEET-MINUTES | 10 | Approval | NA | Hard copy to be signed. |
| MGT-600 | Phase In Plan | 2.6.1 | a | Final | ED | 1S | CR | DID-SSM-PHIP | by ED | Approval | As agreed with CR | |
| MGT-610 | Phase In Progress Report | 2.6.4 | a | Final | ED + 20 | 1S | CR | As per Approved Phase In Plan | 10 | Review | NA | |
| | | | b | Updates | Monthly until OD | DMS | CR | | 10 | Review | NA | |
| MGT-620 | Ramp Up Management Plan | 2.7.1 | a | Final | POD - 20 | DMS | CR | DID-SSM-RUMP | by OD | Approval | NA | |
| | | | b | Updates | See note. | DMS | CR | | 20 | Approval | NA | Update 3-monthly and on change to a Milestone until Ramp Up activities are completed or notified by CR. |
| MGT-630 | Ramp Up Progress Report | 2.7.3 | a | Final | OD + 20 | DMS | CR | As per Approved Ramp Up Management Plan | 10 | Review | NA | |

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| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|--|----------------|-----|---------|--|----------|-------------------|---------------------------------|------------------------|--------------------------|-------------|--|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| | | | b | Updates | Monthly until end of Ramp Up | DMS | CR | | 10 | Review | NA | |
| MGT-800 | Technical Data and Software Rights (TDSR) Schedule | 3.12 | a | Final | ED | 2H, DMS | CR | As per Attachment G | by ED | See note. | NA | Include at Attachment G. |
| | | | b | Update | POD - 30 | 2H, DMS | CR | | 40 | CCP approval | 6M | Updates to Attachment G require a CCP. |
| | | | c | Update | When update required. See note. | 2H, DMS | CR | | 40 | CCP approval | NA | CCP required, as above. Updates may be required in accordance with COC clause 5.12. After update, revert to maintenance as per MGT-800b. |
| MGT-900 | Attachment E, GFM and GFS | 3.11.5 | a | Updates | As requested | 1H, DMS | CR | See note. | 20 | CCP approval | NA | Data item format shall be as per existing Attachment E, to amend the list of GFM. |
| MGT-910 | Annex A to the SOW | 3.11.5 | a | Updates | As requested | 1H, DMS | CR | See note. | 20 | CCP approval | NA | Data item format shall be as per existing Annex A to the SOW, to amend the listed GFM that is also a Product Being Supported. |
| MGT-1000 | Quote for Survey and Quote Services | 3.3.1 | a | Final | As requested in part 1 of data item | 1H, DMS | CR | DID-SSM-S&Q | 10 | Approval | NA | Approval is notified by the issue of a Survey and Quote Order under COC clause 3.15. |
| MGT-1100 | Safety Data Sheet (SDS) | 12.1 | a | NA | POD - 20 Advice to CR of a Problematic Substance + 10 | DMS | CR | DID-PM-HSE-SDS | 20 | Review | NA | Data item may not require delivery if it is already held by Defence - refer DID. Any change to an SDS is to be advised immediately to CR. |
| MGT-1110 | Manifest of Hazardous Chemicals | 12.1 | a | Final | POD - 20 | DMS | CR | DID-SSM-MHC | 10 | Review | NA | |
| | | | b | Updates | See note. | DMS | CR | | 10 | Review | NA | To be submitted in accordance with Defence Safety Manual. |
| MGT-1200 | DMS Concept of Operation Document | 2.3 | a | Final | ED + 40 | 1H, 1S | CR | DID-PM-DEF-DCOD | 20 | Approval | NA | |
| | | | b | Update | Change – 20 See note. | DMS | CR | | 15 | Approval | NA | Updates for change to DMS functions or procedures. |
| MGT-1300 | Phase Out Plan | 2.8.1 | a | Draft | Off Ramp Date – 80 or CR notice + 40 | DMS | CR | DID-SSM-PHOP | 20 | Review | NA | |
| | | | b | Final | Off Ramp Date or as agreed with CR | DMS | CR | | 20 | Approval | 3M | |

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| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|--|---------------------|-----|----------------------|------------------------------|----------|-------------------|--|------------------------|--------------------------|-------------|--|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| MGT-1400 | Environmental Management Plan | 12.2 | a | Final | POD - 40 | DMS | CR | DID-SSM-ENVMP | 20 | Approval | 12M | |
| MGT-1500 | Health and Safety Management Plan (HSMP) | 12.3 | a | Final | POD - 40 | DMS | CR | DID-SSM-HSMP | 20 | Approval | 12M | HSMP maintenance continues, notwithstanding Ref b (requirement to update the HSMP annex). |
| | | 12.1 | b | Update | Notice to CR + 10. See note. | DMS | CR | | 10 | Approval | N/A | For update of the HSMP annex for Problematic Substances and Problematic Sources following change or discovery. |
| MGT-1600 | Surge Management Plan | 3.2.4 | a | Final | POD - 20 | DMS | CR | DID-SSM-SMP | by OD | Approval | 12M | |
| OPS-100 | Operating Support Plan | 4.1 | a | Final | ED + 40 | DMS | CR | DID-OPS-OSP | 20 | Approval | 12M | |
| ENG-100 | Contractor Engineering Management Plan | 5.1 | a | Final | ED + 40 | 1H, DMS | CR | DID-ENG-CEMP | 20 | Approval | 12M | |
| ENG-130 | Design Certificate | DSD-ENG-SERV 6.2.5 | a | Draft | FCA + 10 | 1H, DMS | CR | DID-ENG-SOL-DCERT | 20 | Review | N/A | Draft is to confirm that the Design Certificate is likely to satisfy the applicable regulatory / assurance requirements. |
| | | | b | Final | Product Acceptance - 20 | 1H, DMS | CR | | 20 | Approval | N/A | |
| ENG-200 | Supportability Data | DSD-ENG-SERV 6.2.8 | a | Progressive Delivery | when produced | DMS | CR | Requirements to be agreed with the CR on a case-by-case basis. | 20 | Approval | NA | |
| ENG-210 | Review Agenda | DSD-ENG-SERV 6.2.10 | a | Final | Review - 20 | DMS | CR | DID-PM-MEET-AGENDA | 20 | Review | NA | |
| ENG-220 | Review Package | DSD-ENG-SERV 6.2.10 | a | Final | MSR - 20 | DMS | CR | DID-PM-RVW-PACKAGE | by MSR | Review | NA | |
| ENG-230 | Review Minutes | DSD-ENG-SERV 6.2.10 | a | Final | MSR + 5 | 1H, DMS | CR | DID-PM-MEET-MINUTES | 10 | Approval | NA | |
| ENG-300 | Configuration Management Plan | DSD-ENG-CM 6.2.1 | a | Final | POD - 40 | 1H, DMS | CR | DID-ENG-CMP | 20 | Approval | 12M | |
| ENG-310 | Configuration Status Accounting Reports | DSD-ENG-CM 6.2.6 | a | Updates | As per CMP | DMS | CR | DID-CM-DATA-CSAR | 20 | Review | NA | |

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| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|---|--------------------|-----|-----------------------|------------------------------------|----------|-------------------|---------------------------------|------------------------|--------------------------|-----------------------|---|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| ENG-315 | CSA Exchange Data | DSD-ENG-CM 6.2.6 | a | Final | TBD by drafter | DMS | CR | DID-CM-DATA-XDATA | 20 | Acceptance | TBD by drafter | Note to drafters: Delete if CSA data transfer is not required. |
| ENG-400 | Engineering Drawings | 9.2.6 | a | Updates | As Required | DMS | CR | DID-ENG-DWGS | 20 | Acceptance | NA | |
| ENG-500 | Application for Engineering Organisation Approval | 5.4 | a | Final | ED + 40 | 1H, DMS | CR | DID-ENG-AEOA | 30 | Approval | NA | |
| ENG-600 | Software Management Plan | DSD-ENG-SW 6.2.5 | a | TBD by drafter | TBD by drafter | DMS | CR | DID-ENG-SW-SWMP | 20 | Approval | 12M | |
| ENG-650 | Systems Engineering Management Plan | DSD-ENG-SERV 6.2.5 | a | Final | OD + 40 | DMS | CR | DID-ENG-MGT-SEMP-2 | 20 | Approval | 12M | |
| ENG-660 | Integrated Support Plan | DSD-ENG-SERV 6.2.5 | a | Final | OD + 40 | DMS | CR | DID-ILS-MGT-ISP-2 | 20 | Approval | 12M | |
| ENG-700 | In-service Materiel Safety Plan | DSD-ENG-SERV 6.2.7 | a | Final | ED + 40 | 1H, DMS | CR | DID-ENG-IMSP | 20 | Approval | 12M | |
| ENG-710 | Safety Case Report (SCR) | DSD-ENG-SERV 6.2.7 | a | TBD by drafter | | 1H, DMS | CR | DID-ENG-SOL-SCR | 20 | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery and the action required will depend on if the SCR is to be developed or if it is initially provided as GFI/GFD. |
| | | | b | Update | as defined in ECP for Major Change | 1H, DMS | CR | | 20 | Acceptance | NA | Note to drafters: If the SCR already exists, this 'update' may be the only version required. |
| ENG-720 | Materiel Safety Assessment (MSA) | DSD-ENG-SERV 6.2.7 | a | TBD by drafter | | 1H, DMS | CR | DID-ENG-SOL-MSA | 20 | TBD by drafter | NA | Note to drafters: This is an alternative to the SCR (above) – refer DSD-ENG-SERV. Version, delivery and action required will depend on whether an existing SCR or MSA was provided as GFI/GFD. |
| | | | b | Update | as defined in ECP for Major Change | 1H, DMS | CR | | 20 | Acceptance | NA | Note to drafters: If an SCR or MSA already exists, this 'update' may be the only version required. |
| ENG-750 | Software Support Plan | DSD-ENG-SW 6.2.1 | a | Final | POD - 40 | DMS | CR | DID-ILS-SW-SWSP | 20 | Approval | 12M | |

ANNEX C

| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|--|--------------------------------------|-----|-----------------------|--------------------------------------|----------|-------------------|---------------------------------|------------------------|--------------------------|-------------|--|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| ENG-760 | Engineering Change Proposal | DSD-ENG-SERV 6.2.5 | a | Final | As required | DMS | CR | DID-CM-MGT-ECP | end CCB review | Approval | NA | |
| ENG-770 | Software Change Proposal | DSD-ENG-SW 6.2.4 DSD-MNT-SA 6.2.9 | a | Final | As required | DMS | CR | DID-CM-MGT-ECP | end CCB review | Approval | NA | |
| ENG-800 | In-Service Security Management Plan (ISSMP) | DSD-ENG-SEC 6.2.1 | a | Final | POD - 40 | DMS | CR | DID-SSM-ISSMP | 20 | Approval | 12M | |
| ENG-810 | System Security Plan (SSP) | DSD-ENG-SEC 6.2.5 | a | TBD by drafter | TBD by drafter (eg, POD - 30) | DMS | CR | DID-ENG-SEC-SSP | NA | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery, and the action required will depend on if the SSP is to be fully developed or if it will already have been developed under a prior contract and provided as GFI/GFD. |
| | | | b | Update | As required | DMS | CR | | 20 | Approval | NA | Note to drafters: If the SSP already exists, this 'update' may be the only version required. |
| ENG-820 | Security Risk Management Plan (SRMP) | DSD-ENG-SEC 6.2.5 | a | TBD by drafter | TBD by drafter (eg, POD - 30) | DMS | CR | DID-ENG-SEC-SRMP | NA | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery, and the action required will depend on if the SRMP is to be fully developed or if it will already have been developed under a prior contract and provided as GFI/GFD. |
| | | | b | Update | As required | DMS | CR | | 20 | Approval | NA | Note to drafters: If the SRMP already exists, this 'update' may be the only version required. |
| ENG-830 | Security Standard Operating Procedures (SSOPs) | DSD-ENG-SEC 6.2.5 | a | TBD by drafter | TBD by drafter (eg, POD - 30) | DMS | CR | DID-ENG-SEC-SSOP | NA | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery, and the action required will depend on if the SSOPs are to be fully developed or if they will already have been developed under a prior contract and provided as GFI/GFD. |
| | | | b | Update | As required | DMS | CR | | 20 | Approval | NA | Note to drafters: If the SSOPs already exist, this 'update' may be the only version required. |

ANNEX C

| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|---|--------------------|-----|----------------------|---|----------|-------------------|---------------------------------|------------------------|--------------------------|-------------|---|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| ENG-840 | Cyber Security Case Report (CSCR) | DSD-ENG-SEC 6.2.5 | a | TBD by drafter | TBD by drafter (eg, POD - 30) | DMS | CR | DID-ENG-SEC-CSCR | NA | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery, and the action required will depend on if the CSCR is to be fully developed or if it will already have been developed under a prior contract and provided as GFI/GFD. |
| | | | b | Update | As required | DMS | CR | | 20 | Approval | NA | Note to drafters: If the CSCR already exists, this 'update' may be the only version required. |
| ENG-850 | Cyber Supply Chain Risk Plan (CSCR P) | DSD-ENG-SEC 6.2.6 | a | TBD by drafter | TBD by drafter (eg, POD - 30) | DMS | CR | DID-ENG-SEC-CSCR P | NA | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery, and the action required will depend on if the CSCR P is to be fully developed or if it will already have been developed under a prior contract and provided as GFI/GFD. |
| | | | b | Update | As required | DMS | CR | | 20 | Approval | NA | Note to drafters: If the CSCR P already exists, this 'update' may be the only version required. |
| ENG-860 | Emanation Security Control Plan (ESCP) | DSD-ENG-SEC 6.2.5 | a | TBD by drafter | TBD by drafter (eg, POD - 30) | DMS | CR | DID-ENG-SEC-ESCP | NA | TBD by drafter | NA | Note to drafters: Version (draft or final), delivery, and the action required will depend on if the ESCP is to be fully developed or if it will already have been developed under a prior contract and provided as GFI/GFD. |
| | | | b | Update | As required | DMS | CR | | 20 | Approval | NA | Note to drafters: If the ESCP already exists, this 'update' may be the only version required. |
| MNT-100 | Maintenance Management Plan | 6.1 | a | Final | ED + 40 | 1H, DMS | CR | DID-MNT-MMP | 20 | Approval | 12M | |
| MNT-500 | Application for Maintenance Organisation Approval | 6.4 | a | Final | ED + 40 | 1H, DMS | CR | DID-MNT-AMOA | 30 | Approval | NA | |
| SUP-100 | Contractor Supply Support Plan | 7.1 | a | Final | POD - 40 | 1H, DMS | CR | DID-SUP-CSSP | 20 | Approval | 12M | |
| SUP-200 | Codification Data | DSD-SUP-SACC 6.2.3 | a | Progressive Delivery | 40 Working Days before new Stock Items are introduced | DMS | CR | DID-ILS-TDATA-CDATA | 20 | Approval | 3M | Maintenance requirement relates to addressing errors or changes in Codification Data identified by either party. |

ANNEX C

| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|---|--------------------|-----|---------|---|----------|-------------------|---------------------------------|------------------------|--------------------------|----------------------------|---|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| SUP-300 | Disposal Plan | DSD-SUP-SERV 6.2.9 | a | Final | POD - 30 | DMS | CR | DID-SUP-DISP | 20 | Approval | NA | |
| | | | b | Updates | 40 Working Days before new Stock Items are introduced | DMS | CR | | 20 | Approval | NA | |
| TNG-100 | Training Support Plan | 8.1 | a | Final | ED + 40 | 1H, DMS | CR | DID-TNG-TSP | 20 | Approval | 12M | |
| TNG-200 | Training Requirements Specification (TRS) | DSD-TNG-TMS 6.2.4 | a | Final | Training needs analysis review – 10 | DMS | CR | DID-ILS-DEF-TRS | 20 | Approval | NA | The TRS may be a new TRS or updates to an existing TRS. |
| | | | b | Update | Training design review - 10 | DMS | CR | | 20 | Approval | NA | Update to incorporate changes resulting from Training 'design' activity. |
| TNG-210 | Draft Learning Management Package (LMP) | DSD-TNG-TMS 6.2.4 | a | Final | Training design review - 10 | DMS | CR | DID-ILS-TNG-LMP | 20 | Approval | NA | The LMP may be a new LMP or updates to an existing LMP. The 'Draft' LMP is a complete version of sections 1 to 4, but not section 5. |
| TNG-220 | Final LMP | DSD-TNG-TMS 6.2.4 | a | Draft | Pre-pilot course review - 20 | DMS | CR | DID-ILS-TNG-LMP | | Approval | NA | The 'Final' LMP includes all 5 sections of the LMP. |
| | | | b | Final | Training change completion audit - 10 | DMS | CR | | | Acceptance | NA | The final version is to include updates resulting from pilot course(s). |
| SR-100 | Technical Data List | 9.2.2 | a | Final | POD - 30 | DMS | CR | DID-TDATA-TDL | 20 | Approval | 6M | |
| | | | b | Update | If required with change to TDSR Schedule | DMS | CR | | 40 | Approval | NA | After an update, revert to maintenance as per SR-100a. |
| SR-110 | Technical Data Management Plan | 9.2.1 | a | Final | ED + 40 | DMS | CR | DID-TDATA-TDMP | 20 | Approval | 12M | |
| AIC-100 | Australian Industry Capability Plan | 10.1 | a | Draft | ED + 20 | DMS | CR | DID-SSM-AICP | 20 | Review | NA | |
| | | | b | Final | POD - 20 | DMS | CR | | 20 | Approval | 12M, or if change required | |

ANNEX D

LIST OF REFERENCED MANUALS

GENERAL GUIDANCE FOR ANNEX D

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To list the referenced manuals used to support the Products in Annex A to the SOW. |
| <u>Policy:</u> | Nil |
| <u>Guidance:</u> | Annex D is presented as a table in a Word® document; however, where the list is extensive, reference to a controlled electronic list is usually preferred. The electronic list may refer to an existing document index, for a set of electronic technical manuals, if the appropriate information is captured. Otherwise, a list will need to be prepared with the required details, and cross-refer to the document index for the full list of publications / references. An electronic list may be prepared on separate media (eg, a USB drive) labelled as 'Annex D to the SOW' or labelled by the publisher (eg, an Original Equipment Manufacturer), identified in this Annex and 'attached' to the Contract. |

Although the tables in Annex A include a column to identify technical references, complex Products may have many technical references and listing all of these within Annex A would be difficult. Instead, the technical reference field in Annex A can cross-refer to tables or indexes in the tables in Annex D, to list sets of manuals.

For example, Annex A entries could refer to index number XXX, where index XXX is inserted into an index column (added to the example table) against each applicable manual or set of manuals.

Alternatively, the technical reference column in Annex A could refer to functional group codes or system-subsystem numbers used within document numbers for a series of publications. For example, 'AA-BB' may relate to a Product in Annex A, while many documents identified in Annex D would contain 'AA-BB' within the document number (this option would require the column explanation in Annex A to be amended).

When technical references are also GFI or GFD, the drafter must ensure that the technical manuals referenced in this Annex D are also listed within Attachment E.

Section 6 of Annex A to the SOW identifies the 'Technical Data' as Products Being Supported, which could include some or all of the publications in this Annex. To ensure that all Products Being Supported are captured in Annex A, drafters may list all of the applicable Technical Data in Annex A and Annex D (noting the duplication), or section 6 of SOW Annex A can cross-refer to this Annex (usually preferred). In the latter case, this Annex needs to separate the publications being supported from any that are not supported, and the 'Contractor Support' column is shown as an example of this.

In a combined tender for acquisition and support, much of the required data for this Annex may not be available when the SOW is drafted. In this instance, the Annex will need to be revised, usually in preparation for the Operative Date. Refer to the *ASDEFCON Linkages Module (Strategic)* for further guidance on this issue.

Drafters should adapt this Annex to best suit the needs of the individual program.

Related Clauses/Documents:

SOW clause 9.2

Optional SOW Clauses:

None

ANNEX D

LIST OF REFERENCED MANUALS

Notes to drafters: Include the lists of applicable technical references / manuals in the table below. Add further tables or indices as required. Drafters should ensure that it is clear as to which items in Annex A that each manual, series of manuals, or other publications apply.

Publications to be supported by the Contractor may also be identified in this annex, which can simplify section 6 of Annex A to the SOW. This approach uses optional clause 1.2 and the last column in the example table. If this annex will not be used to identify publications as Products Being Supported, delete the optional clause 1.2 and the last column in the example table.

The optional Note to tenderers below is for use when the proposed Contract (Support) follows an existing support contract and Phase In will be used as a due diligence period. If used, drafters need to insert the applicable file name. If not required, the note should be deleted.

When linked acquisition and support contracts are to be tendered, the ASDEFCON Linkages Module (Strategic) lists this Annex in the CDRL for update by CCP approval. If preferred, the following note to tenderers may be amended to explain the mechanism for populating the annex when linked to a Contract (Acquisition).

Option: For when the proposed Contract (Support) follows an existing support contract.

Note to tenderers: A list of operator and maintenance manuals, and other publications required to operate and support the Products Being Supported, is provided in the accompanying file entitled [...DRAFTER TO INSERT...]. During Phase In under any resultant Contract, the Contractor is required to validate this list, populate the table below to include the applicable publications, raise a CCP to incorporate the revised table into the Contract, and incorporate the list into the Contractor's Technical Data management system.

1. REQUIREMENTS

1.1 The Contractor shall support the Products Being Supported in accordance with the publications identified in Table 1-1.

Option: Include when technical references are also Products Being Supported.

1.2 The Contractor shall provide support, in accordance with the SOW, for the publications and series of publications identified Table 1-1 where Contractor Support = 'Y'.

Table 1-1: Publications for [...DRAFTER TO INSERT...]

| Document Number or Series | Title | Sponsor | Contractor Support |
|---------------------------|-------|-------------|--------------------|
| DX-XXX-XX (AL1) | Title | Appointment | Y |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

ANNEX E

KNOWN HAZARDS AT COMMONWEALTH PREMISES

GENERAL GUIDANCE FOR ANNEX E

| | |
|-------------------------|---|
| <u>Status:</u> | Optional |
| <u>Purpose:</u> | To list hazards to the health and safety that are or may be present at the Commonwealth Premises to be used by the Contractor. |
| <u>Policy:</u> | WHS Legislation Defence Safety Manual (SafetyMan) |
| <u>Guidance:</u> | <p>This Annex is used to list WHS hazards known to be present at, or in the proximity of, Commonwealth Premises where work may be performed under the Contract. Hazards can include Problematic Substances, Problematic Sources, Asbestos Containing Materiel (ACM), high-voltage electricity, noise and other hazards. This annex informs the Contractor and Subcontractors when preparing Work Health and Safety (WHS) risk assessments, in compliance with WHS Legislation.</p> <p>Annex E includes a standard introduction (clauses 1 and 2) outlining the purpose of the Annex and the Contractor's acknowledgement of the hazards. This is followed by specific details in clause 3, which may be repeated for each of the applicable Commonwealth Premises (eg, each Defence base). Where there are multiple sites and a large amount of detail for each site, an enclosure for each site can be a more usable document structure.</p> <p>Problematic Substances include Hazardous Chemicals, Dangerous Goods, Ozone Depleting Substances (ODSs) and Synthetic Greenhouse Gases (SGGs). For WHS purposes, the focus is on Hazardous Chemicals and Dangerous Goods. These are present at many Commonwealth Premises and common examples include fuels, cleaning agents, solvents and compressed gases. ODSs and SGGs are not as important in this Annex unless they also pose a risk to health and safety (eg, fire suppressants in a confined work area). Drafters should refer to the Defence <i>ChemAlert</i> database, on the Defence Restricted Network, and transfer identifying details for the applicable Problematic Substances into Table E-1.</p> <p>ACM may be present in Commonwealth buildings where the Contractor and/or Subcontractors are required to work. If applicable, details of ACM can be obtained from Security and Estate Group and summarised in Table E-1.</p> <p>Problematic Sources may be present at or near locations where the Contractor and/or Subcontractors will perform work. Examples include microwave radars, lasers and some chemicals used in non-destructive testing. Drafters must identify and include applicable Problematic Sources in Table E-2.</p> <p>Other hazards, if applicable, should be added to Table E-3. These may include high levels of noise, high-voltage electrical installations, and any other hazards. Drafters should consult WHS representatives in order to identify these hazards.</p> <p>Drafters should enter details in the appropriate tables. If the RFT includes location options (eg, on or off-base options to be proposed by tenderers) then the Annex should be updated during pre-contract period, or otherwise prior to Effective Date (ED). Changes to Annex E after the ED will require a CCP.</p> |
| <u>Related Clauses:</u> | Paragraph 5 of Annex E to Attachment A of the Conditions of Tender (Risk Assessment) SOW Clause 12, Health, Safety and Environment |

ANNEX E

KNOWN HAZARDS AT COMMONWEALTH PREMISES

1. PURPOSE

- 1.1 This Annex E summarises the hazards that are known to be present at Commonwealth Premises where work may be performed under the Contract.

2. WHS HAZARDS

Note to drafters: Each of the applicable Commonwealth Premises should be listed under clause 2.1. Details must then be added for each of the applicable Commonwealth Premises under clauses 3, 4, and so on (or as enclosures for each of the Commonwealth Premises).

- 2.1 The Contractor acknowledges that this Annex E provides a list of known Problematic Substances, ACM, Problematic Sources and other hazards present at ('the applicable Commonwealth Premises'):

- a. [...INSERT THE NAME OF THE COMMONWEALTH PREMISES AT WHICH WORK WILL BE UNDERTAKEN...]; and
- b. [...INSERT THE NAME OF THE COMMONWEALTH PREMISES AT WHICH WORK WILL BE UNDERTAKEN...].

- 2.2 The Contractor further acknowledges, regarding known hazards, that:

- a. details in this Annex E are not intended to be comprehensive or exhaustive, but provide an overview of the general location of known Problematic Substances, ACM, Problematic Sources and other hazards, where applicable;
- b. the referenced survey reports identified in the 'Comments / Survey Report' column of each table, for each of the applicable Commonwealth Premises, should be consulted for specific details of the known hazards;
- c. the referenced survey reports may be amended or superseded during the Term and the latest documents should be sought from the Commonwealth Representative prior to any undertaking work at each location; and

Note to drafters: The selection of the HSMP or SSMP in clause 2.2d should match the option selected in clause 12.3.2 of the SOW.

- d. this Annex E is not intended to repeat the information that is contained in the list of Approved Problematic Substances and Problematic Sources within the Approved [...INSERT 'HSMP' OR 'SSMP'...], or the Approved Substances identified within Government Furnished Information and Government Furnished Data, such as Maintenance manuals.

Note to drafters: Drafters are to copy clause 3 and create new clauses (ie, clauses 4, 5, etc) for each additional Commonwealth Premises (eg, each base or building) where the Contractor and/or Subcontractors may work (or create enclosures if preferred). Drafters should insert the name of the Commonwealth Premises into the level 1 clause headings, as indicated below. Where sites are near-identical, such as ships, each heading and set of clauses may address multiple sites (eg, insert the name of the class of ship as the heading).

3. KNOWN WHS HAZARDS AT [...INSERT THE NAME OF THE COMMONWEALTH PREMISES AT WHICH WORK WILL BE UNDERTAKEN...]

Note to drafters: Table E-1 should be populated with information relevant to the Commonwealth Premises that Contractor and/or Subcontractor Personnel are likely to occupy in relation to work under the Contract (eg, GFF or site visited for the removal and replacement of items from fixed installations). All entries in the draft table below are given as suggestions only and must be replaced with details specific to the Contract. If there are no Problematic Sources or 'other

ANNEX E

hazards', reference to Table E-2 or Table E-3, respectively, should be deleted from the note to tenderers.

Note to tenderers: Copies of the Survey Reports in Table E-1, Table E-2, and Table E-3 are provided in the Technical Library for perusal by tenderers.

- 3.1 The Contractor acknowledges that Table E-1 lists and references the survey details for the known Problematic Substances, ACM and other substances that could cause Contamination, where applicable, for the Contractor's work areas at the applicable Commonwealth Premises.

Table E-1: Known Problematic Substances and ACM at applicable Commonwealth Premises

| PROBLEMATIC SUBSTANCE / ACM | SUBSTANCE LOCATION | | COMMENTS / SURVEY REPORT |
|-----------------------------|--------------------------------------|---|--|
| | Facility / Area | Location | |
| ACM | Building numbers [...TBD Drafter...] | Roof cladding and eaves. Wall cladding in boiler rooms. | [...TBD Drafter...] Asbestos Hazard Register. |
| ACM | Building number [...TBD Drafter...] | Standby generator facility – roof cladding, lining and wall cladding. | [...TBD Drafter...] Asbestos Hazard Register. |
| Lead | All buildings | Lead-based paint used extensively throughout buildings. | Lead Management Report, dated [...TBD Drafter...]. |
| Hydrocarbons | Area X 'Fuel Farm' | All areas inside perimeter fence. | Hydrocarbon Report, dated [...TBD Drafter...]. |
| Hydrocarbons | Building number [...TBD Drafter...] | Standby generator facility. | Hydrocarbon Report, dated [...TBD Drafter...]. |
| [...TBD Drafter...] | [...TBD Drafter...] | [...TBD Drafter...] | [...TBD Drafter...] |

Note to drafters: Include and amend the following clause and table when Problematic Sources (eg, RADHAZ) are present in the proximity of areas that Contractor and/or Subcontractor staff may occupy on Commonwealth Premises (including ships). All entries in the draft table below are given as suggestions only and must be replaced with details specific to the Contract.

- 3.2 The Contractor acknowledges that Table E-2 lists and references the survey details for the known Problematic Sources for the Contractor's work areas at the applicable Commonwealth Premises.

Table E-2: List of Problematic Sources at Commonwealth Premises

| PROBLEMATIC SOURCE | LOCATION | COMMENTS / SURVEY REPORT |
|-----------------------------------|---|--|
| Defence ATC Radar | As identified in RADHAZ Survey Report | [... DRAFTER TO INSERT REFERENCE...] RADHAZ Survey Report dated [... DRAFTER TO INSERT...] |
| Non Destructive Testing Equipment | Non Destructive Inspection workshop | Source Licence [... DRAFTER TO INSERT REFERENCE...], Facility Licence [... DRAFTER TO INSERT REFERENCE...] |
| Gaseous Tritium Light Sources | Electrical and Instrument Repair Workshop | Standing Orders [... DRAFTER TO INSERT REFERENCE...] |
| [...TBD Drafter...] | [...TBD Drafter...] | [... DRAFTER TO INSERT REFERENCE...] RADHAZ Survey Report dated [... DRAFTER TO INSERT...] |

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Note to drafters: Include and amend the following clause and table for any other known hazards present in the areas where Contractor and/or Subcontractor staff may work on Commonwealth Premises (including ships). These may include high-voltage electrical substations, high-noise areas and any other hazard. If there are no other relevant safety hazards, the clause and table may be deleted.

- 3.3** The Contractor acknowledges that Table E-3 lists other known safety hazards in proximity of the Contractor's work areas at the applicable Commonwealth Premises.

Table E-3: List of other Safety Hazards at Commonwealth Premises

| HAZARD | LOCATION | COMMENTS / SURVEY REPORT |
|---------------------------------|-------------------------------------|---|
| [... DRAFTER TO INSERT NAME...] | [... DRAFTER TO INSERT LOCATION...] | [... DRAFTER TO INSERT REFERENCE...] dated [... DRAFTER TO INSERT...] |
| | | [... DRAFTER TO INSERT REFERENCE...], dated [... DRAFTER TO INSERT ...] |

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-ENG-CM****(CONFIGURATION MANAGEMENT SERVICES)**

- Status: Optional (must be used if an ADF regulatory / assurance framework is applicable to the Contract)
- Purpose: Refer to Description and Intended Use.
- Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*
AAP 8000.011, Defence Aviation Safety Regulations (DASR)
Land Materiel Safety Manual (LMSM)
ANP3411-0101, Naval Materiel Assurance Publication
ANP3412-4004, Naval Materiel Configuration Management
- Guidance: This DSD defines the Configuration Management (CM) Services requirements for the Products Being Supported. This DSD defines a system of CM to meet the Defence requirements, including ADF regulatory / assurance framework requirements, for managing Maritime, Land and Aerospace materiel (including Software) systems. If ADF regulatory / assurance framework requirements do not apply to the Products Being Supported, then this DSD is optional (although strongly recommended for complex equipment).
- The draft CM clauses contained in this DSD are to be tailored to suit the required Services. The template aims to accommodate the broadest range of options.

Related Clauses/Documents:

DID-ENG-CMP, DID-ENG-CEMP, and DID-SSM-SSMP
DSD-ENG-SERV

Optional Clauses: None

5 Applicable Documents

- Status: Core
- Purpose: To identify authoritative documents applicable to the CM Services to be provided.
- Policy: TBD
- Guidance: Edit the list of applicable documents to suit the required CM Services. Drafters are not include references to Defence policy (unless the policy explicitly states its application by contractors) because these are open to interpretation within a contract and their applicability is often limited to Defence personnel.
- Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.3 pulls these applicable documents into the DSD, which may need to be modified if only a portion of the applicable documents are relevant to the required CM Services.

Related Clauses/Documents:

Draft SOW clause 5.4, Engineering Organisation and System Compliance

Optional Clauses: None

6.2.1 Configuration Management Planning

- Status: Core
- Purpose: To identify the planning requirements for CM.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Different domains within Defence (eg, Land, Sea, Air, Joint) have promulgated CM policies and requirements for in-service management of design changes. The applicable documents should be cited in clause 5, as part of the planning and control requirement for CM Services.

If the scope of CM issues for the Contract is concise, then embedding the basic CM planning requirements into the CEMP or SSMP may be sufficient, and appropriate. Select from the optional clauses accordingly. Also select the applicable plan (CMP, CEMP, or SSMP) in the clauses that follow.

A third approach for smaller contracts (not drafted as an option) is to amend the clauses for the Contractor to follow a Defence-provided CMP, as provided by the SPO managing the Contract (and included in the DSD as an Applicable Document).

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP

Optional Clauses: None

6.2.2 Baseline Management

Status: Optional

Purpose: To identify the Baseline(s) that is/are to be maintained under the Contract.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Management of the Configuration Baseline(s) should be addressed in the CMP or other the governing plan when rolled up into a higher level plan.

Functional and Product Baselines should have been developed in the Acquisition Phase and maintained during any preceding period in-service. It will be necessary for the Contractor, if providing this level of Engineering Support, to maintain them.

The inclusion of a system-safety certification basis, and associated baseline documentation (eg, for a safety case), should be consistent with the system-safety program described in DSD-ENG-SERV clause 6.2.7. Likewise (and using many of the same documents), if a Certification Basis / Type Certification Basis description (clause 6.2.3) is to be maintained by the Contractor, it should also be included.

Drafters should enter the applicable Baselines into the sub-paragraph list, noting that not only the Mission System but numerous Support System Components may require management of their Baselines and associated documentation.

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP

DID-SSM-IMSP regarding system-safety baseline documentation

DSD-ENG-SERV

Optional Clauses: None

6.2.3 Military Type Certification / Maritime Materiel Certification

Status: Optional

Purpose: **Aerospace.** To define the work requirements associated with maintaining Aircraft Military or Military Restricted Type Certification (as applicable), where that responsibility is to be passed to the Contractor.

Maritime. To define the work requirements associated with maintaining ship / submarine certification, where that responsibility is to be passed to the Contractor.

Policy: ANP3411-0101, Naval Materiel Assurance Publication

DASR 21 Subpart B, Military Type-Certificates and Military Restricted Type-Certificates

DASR 21 Subpart D, Changes to Military Type-Certificates and Military Restricted Type-Certificates

Defence Seaworthiness Management System Manual

Guidance:

This clause only applies to aircraft or ship / submarine contracts, where the Contractor is to maintain certification for the Materiel System. Both aerospace and maritime regimes seek on-going assurance that Materiel Systems conform to an approved baseline (basis description), that ensure risks to safety are reduced So Far As Reasonable Practicable (SFARP), and compliance with environmental laws and regulations. Certification is achieved during acquisition; however, there is a need to maintain certification during through-life maintenance activities and configuration changes.

Note that the ADF regulatory / assurance frameworks (and organisations) for aerospace and maritime domains were evolving when this version of ASDEFCON (Support) was drafted. Drafters are to review current policy documents and seek advice from the relevant authority when considering this clause.

Drafters are to select the optional clause for the applicable environment, and further develop the clause as required.

While maintaining certification is an on-going assurance activity, certification-related work often occurs with modifications and at the completion of major servicing / docking activities. If the work is expected to be intermittent or difficult to quantify, then the optional clause for S&Q Services may also be included. In other cases, sustaining an on-going semi-independent certification team is warranted, and would be appropriate as a Recurring Service.

Aerospace. Drafters should refer to DASR 21 Subpart B for guidance. The Defence Aviation Safety Authority (DASA) should be consulted to establish on-going certification requirements.

Maritime. Drafters should refer to the ANP3411-0101, *Naval Materiel Assurance Publication*, and seek advice from the Navy Materiel Seaworthiness Assurance Agency (NMSwAA).

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP

Optional Clauses: None

6.2.4 Configuration Identification

Status: Optional

Purpose: To define the need for identifying CIs, including their functional and physical characteristics.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: The Product Baseline(s) should have been initially developed during the Acquisition Phase and maintained during any preceding in-service period.

Changes to the identified CIs, or their functional and physical characteristics because of a Major Change or Minor Change, should be captured as part of that process; and the applicable Product Baseline(s) updated. However, in the event that the requirement is not explicitly included within another contract document (eg, if Configuration Identification is omitted from the scope of an S&Q Service request), the first two clauses under clause 6.2.4 ensure that Configuration Identification continues under the Contract in order to maintain the Product Baseline(s).

Correct CM practices during acquisition and preceding support periods should mean that further Configuration Identification will only be required as part of a managed

change program. However, if Configuration Identification data and Product Baseline(s) are known to be incomplete or inaccurate, then this may require corrective action to be undertaken by the Contractor and an optional clause is provided for this eventuality. However, as these inaccuracies are likely to be carried through from the acquisition or previous in-service periods, the Commonwealth should review options to correct the situation via warranties (for those other contracts) before including the optional clause. The Contractor will usually not be responsible for correcting the inaccuracies that can be corrected under warranty from another Contract.

If requiring the Contractor to undertake Configuration Identification as a one-off activity to correct extant omissions or inaccuracies, then optional clause 6.2.4.3 should be retained; otherwise, it should be deleted. If retained, the clause may be tailored as necessary, including the identification of an alternative completion date if OD is unrealistic.

Related Clauses/Documents:

Clause 6.2.2 Baseline Management

DID-ENG-CMP, DID-ENG-CEMP and DID-SSM-SSMP

DSD-ENG-SERV (or stand-alone DSD) for managing engineering changes.

There may also be a Systems Engineering Management Plan (SEMP) (eg, using DID-ENG-MGT-SEMP-2) and / or Software Management Plan (SWMP) (eg, using DID-ENG-SW-SWMP) to govern the Contractor's engineering development activities for Major Changes to hardware and Software.

Optional Clauses: None

6.2.5 Configuration Control

Status: Core

Purpose: To identify the Configuration Control processes to be performed by the Contractor.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Configuration Control aspects should be addressed in the CMP, or the plan detailing the CM requirements if rolled up into a higher-level plan.

Under the template, high-level clauses for the development of Major Changes are contained in DSD-ENG-SERV, while the development of SWCPs is covered under DSD-ENG-SW. Depending upon which DSDs are selected and how they are tailored, drafters will need to amend clause 6.2.5.2 accordingly.

Drafters should also consider whether or not the Contractor will be required to participate in Configuration Control Boards (CCBs) conducted by Defence, or vice-versa. If this participation is required, drafters should consider adding applicable clauses to this effect.

Finally, Configuration Control must be applied to any Deviations (variances) to the Baseline(s) for the Products Being Supported. In a broader sense, Deviations are managed as a Quality process required by the SOW (where a Deviation also applies to a non-standard process, not only product variances). Accordingly, this DSD refers to clause 11.4 of the SOW for the submission and management of Deviations.

Related Clauses/Documents:

Draft SOW clause 11.4, Non-Conforming Services

DID-ENG-CMP, DID-ENG-CEMP and DID-SSM-SSMP

DSD-ENG-SERV

There may also be a SEMP and / or a SWMP to govern the Contractor's engineering development activities for Major Changes to hardware and Software.

Optional Clauses: None

6.2.6 Configuration Status Accounting

Status: Core

Purpose: To identify the Configuration Status Accounting (CSA) processes to be performed by the Contractor.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Depending on the support strategy adopted, access to a Defence CSA system may be provided, or CSA data may be considered as a deliverable. Accordingly, a number of optional clauses are included to suit a range of possibilities.

Drafters should refer to and apply the standards defined in the relevant Service publication for the interchange of CM data.

Firstly, CSA aspects should be addressed in the CMP, or other plan detailing the CM requirements if these have been rolled up into a higher-level document. Drafters should insert the name of this governing plan into clause 6.2.6.1.

The CSA system options provided within the template are:

- a. Option A: the Contractor will be provided with access to a Defence CSA system, either as exclusive or shared access;
- b. Option B: the Contractor is required to have their own CSA system and provide CSA reports (CSARs) to Defence; and
- c. Option C: the Contractor is to provide CM data, in an agreed exchange format, for incorporation into a CSA system managed by Defence or another contractor (ie, an Associated Party that maintains system-level CSA data for Defence while the Contractor supports subordinate Items and provides CSA data to the Associated Party).

Options that are not required may be deleted. Further guidance for tailoring each of these options is, as follows:

- a. For Option A, drafters need to insert the name of the Defence CSA system into the clauses, which may be an existing system (eg, CMT-U) or CSA functions within the Defence ERP System, if the Defence ERP System and the applicable function is available at the commencement of the Services. If the applicable CSA functions of the Defence ERP System are still to be delivered, and work will initially be undertaken using a legacy system, a note to tenderers is to be included to advise tenderers of the expected change. There are also two sub-options whereby the Contractor will be given exclusive access (Option A-1) or shared access (Option A-2). For Option A-1, Attachment E (GFM) will need to be updated for the equipment provided. For Option A-2, the number and location of CSA system terminals will need to be inserted – this may be broken out into a subclause list for multiple locations. In some contracts, both options may be applicable (eg, the Contractor is provided with terminals at one location and shares access to terminals at another).
- b. For Option B, no tailoring of the clause is necessary; however, drafters should review DID-CM-DATA-CSAR (sourced from *ASDEFCON (Strategic Materiel)* DID) for suitability and tailor the CDRL as appropriate. If this option is not required, then CDRL Line Number ENG-310 should be deleted (or replaced via Option C).
- c. For Option C, data-exchange requirements need to be developed to enable transfer of Contractor CSA data to a Defence system or another contractor's (ie, an Associated Party's) CSA system. The drafter may be able to start development of the data exchange schema using DID-CM-DATA-XDATA (sourced from *ASDEFCON (Strategic Materiel)* DID) but will need to complete this task with the preferred tenderer / Contractor (including actual test of a data transfer). This DID should be tailored using an applicable standard or other reference, such as MIL-STD-2549, EIA-836B, DEF(AUST) 10814 *Land*

Materiel Data Exchange Standard, ANP4422-6001 *Materiel Data Exchange Specification* or a 'Contractor Information Exchange' specification for the Defence ERP System (note that training materials for information exchange may be available from the ERP intranet website when these have been developed). If this option is not selected, then CDRL Line Number ENG-315 should be deleted. This Option includes a sub-option (Option C-1), for use if CSA data will be transferred to a legacy CSA system initially, before being replaced by a Defence ERP System function for CSA data.

Note that it is possible to combine Option B and Option C – for the Contractor to have a CSA system that the Commonwealth has visibility of, and to provide electronic updates for the Defence CSA. This can be achieved by selecting both options but deleting the delivery of the CSAR from Option B (ie, clause 6.2.6.7).

An optional clause is also included for when the Contractor is to incorporate, into its CSA system, CM data provided by a Defence agency or another Commonwealth-approved contractor. This may be applicable if the Contractor has system-level responsibilities for CM and Defence agencies (eg, projects/SPOs introducing or managing subordinate systems) or other contractors working on the system (ie, as Associated Parties) provide CM data for lower-level design changes. For this optional clause to be applicable, Option A (Contractor access to the Defence CSA system) would need to be selected for the preceding option. If Option B or C was selected and the Contractor will not be required to incorporate data from Defence or a third part, then drafters should delete the optional clause.

Note that to include the optional clause, to have a Contractor incorporate data from another contractor into the CSA system, requires that Option C in the preceding set of options (or equivalent) is included in the other contract to ensure that the other contractor provides the appropriate information.

Related Clauses/Documents:

Clause 6.2.3, Military Type Certification / Maritime Materiel Certification
 Draft SOW clause 3.14.4, Information System Security
 DID-ENG-CMP and DID-ENG-CEMP
 DID-CM-DATA-CSAR, Configuration Status Accounting Report
 DID-CM-DATA-XDATA, Contractor-Defence CM Data Exchange Schema

Optional Clauses: None

6.2.7 Configuration Audits

Status: Core

Purpose: To identify the Configuration Audit processes to be performed by the Contractor.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Configuration Audit should be addressed in the CMP, or the plan detailing the CM requirements if these have been rolled up into a higher-level plan.

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP
 DSD-ENG-SERV for Mandated System Reviews

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-ENG-CM- V5.2**
2. **TITLE: CONFIGURATION MANAGEMENT SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements for Services and activities related to Configuration Management (CM) of the Products identified at Annex A to the SOW.
 - 3.2 The Commonwealth uses this DSD to define the range and scope of work related to CM required under the Contract.
 - 3.3 The Contractor uses this DSD to identify the work requirements and Commonwealth interfaces, related to CM, required under the Contract.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with the Engineering Services defined in the Engineering Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to CM Services). Do not include reference to Defence policy (eg, DEFLOGMAN) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

| | |
|--------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP3411-0101 | Naval Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |

6. SERVICE DESCRIPTION**6.1 Introduction****6.1.1 Scope of DSD**

Note to drafters: Amend the following clause to align with the scope of CM Services required under the Contract.

- 6.1.1.1 The Contractor shall provide CM Services (including Configuration Identification, Configuration Control, Configuration Status Accounting (CSA), and Configuration Audit functions) for the following types of Products listed in Annex A to the SOW for which the Contractor is annotated as having Engineering Responsibility:
 - a. Mission System(s);
 - b. Repairable Items;
 - c. Non-Repairable Items;
 - d. Software; and
 - e. Technical Data.

6.2 Services

6.2.1 Configuration Management Planning

Note to drafters: If the drafter decides whether a stand-alone CMP is required or if the CM planning requirements will be rolled up into the CEMP or SSMP, then the preferred option below should be selected and the CDRL adjusted accordingly.

Option A: For when a stand-alone CMP is required:

6.2.1.1 The Contractor shall develop, deliver and update a Configuration Management Plan (CMP) in accordance with CDRL Line Number ENG-300.

Option B: For when the CM requirements are to be addressed through the CEMP or SSMP:

6.2.1.2 The Contractor shall address CM in the [...INSERT 'CEMP' OR 'SSMP'...].

Note to drafters: Select the applicable plan in the clauses below to match the option selected above.

6.2.1.3 The Contractor shall conduct all CM activities for the Contract in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and the applicable documents listed in clause 5 of this DSD.

6.2.1.4 The Contractor shall ensure that all Subcontractors comply with the requirements of the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and are integrated into the overall Contractor's CM activities.

6.2.1.5 The Contractor shall maintain a schedule of known CM activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.6 The Contractor shall provide a copy of the Contractor's CM schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Baseline Management

Note to drafters: If not required, mark this clause as 'Not used'. If required, amend the list of Baselines to be maintained. This may include Product Baselines for several Products, such as a Combat System Product Baseline and a Simulator Product Baseline, and/or Product Baselines for individual variants of a Mission System (eg, ships within a class) or major Support System Components. If a particular Baseline is defined by a document (eg, a Mission System Functional Baseline defined by a specification), then it may be suitable to insert the document in the following clause, as shown for subclause a below.

6.2.2.1 The Contractor shall maintain and update the following Configuration Baselines:

- a. [...INSERT NAME OF MISSION SYSTEM...] Functional Baseline, as defined by [...INSERT REFERENCE TO THE RELEVANT DOCUMENT(S)...];
- b. [...INSERT NAME OF MISSION SYSTEM...] Product Baseline; and
- c. [...INSERT NAME OF OTHER BASELINES...].

6.2.3 Military Type Certification / Maritime Materiel Certification

Note to drafters: If Military / Military Restricted Type Certification (for Aircraft) or Maritime Materiel Certification is not required, then mark this clause as 'Not used'. If required, amend the 6.2.3 heading as required and select the optional clauses according to requirements.

Option A: Military / Military Restricted Type Certification of Aircraft (amend as required):

- 6.2.3.1** The Contractor shall provide Technical Data in support of the update and maintenance of the Product Baseline, the Type Certification Basis, Type Record, and the [... SELECT AS APPLICABLE: Military / Military Restricted ...] Type-Certificate for [...INSERT NAME OF MISSION SYSTEM...].
- 6.2.3.2** The Contractor shall participate in, and provide submissions to, the annual aircraft Airworthiness Board to address the engineering and Maintenance Services provided by the Contractor.
- 6.2.3.3** The Commonwealth will notify the Contractor, no less than 30 Working Days prior to the conduct of the annual aircraft Airworthiness Board, of the date for, and the requirements of, the Contractor's submission to the annual aircraft Airworthiness Board.
- 6.2.3.4** The Contractor shall provide its submission referred to in clauses 6.2.3.2 and 6.2.3.3, to the Commonwealth Representative no later than 20 Working Days prior to the date of the annual aircraft Airworthiness Board, unless otherwise agreed by the Commonwealth Representative.

Option B: Maritime Materiel Certification (amend as required):

- 6.2.3.5** The Contractor shall provide Technical Data in support of the update and maintenance of the Certification Basis and Approved concessions or Approved Deviations for [...INSERT NAME OF MISSION SYSTEM...].
- 6.2.3.6** For the purposes of the periodic review and update of the Certification Basis, the Contractor shall provide the required information to the Commonwealth Representative on the engineering and Maintenance activities that the Contractor is performing, in accordance with ANP3411-0101, *Naval Materiel Assurance Publication*.

Option: Include this option if Services under clause 6.2.3 will be provided as S&Q Services.

- 6.2.3.7** The Contractor shall provide certification-related Services, pursuant to this clause 6.2.3, as S&Q Services.

6.2.4 Configuration Identification

- 6.2.4.1** Subject to clause 6.2.4.2, the Contractor shall identify and document any changes required to the Product Baseline(s), including changes to the identified CIs or changes to the description of their physical and functional characteristics.
- 6.2.4.2** Where a change to a Product Baseline is required as an outcome of another Service that is provided as an S&Q Service (eg, the development of a Major Change), the change to the Product Baseline shall be included as part of that other Service.

Note to drafters: If Configuration Identification data is known to be incomplete or inaccurate and not suitable for the Contract in its current form, the following option allows for a one-off task

to address this deficiency. If not required, clause 6.2.4.3 should be deleted. If it is unlikely that the task can be completed by OD, or another change is required, amend the clause as necessary.

Option: For when Configuration Identification data is not transferable from a previous contract (including a Contract (Acquisition)).

- 6.2.4.3** Before the Operative Date and in accordance with the Approved Phase In Plan, the Contractor shall:
- a. identify all CIs that constitute the Products specified in clause 6.1.1.1; and
 - b. uniquely identify all documents that disclose the performance, functional and physical attributes of the Products specified in clause 6.1.1.1, so that the documents may be accurately associated with the Configuration Baselines specified in clause 6.2.2.1.

6.2.5 Configuration Control

Note to drafters: If the Contractor will be required to participate in Defence Configuration Control Boards (CCBs) (or vice-versa), drafters should consider adding applicable clauses to this effect.

- 6.2.5.1** The Contractor shall manage configuration changes and Deviations, including their:
- a. physical and functional design characteristics;
 - b. request and documentation;
 - c. for configuration changes only, classification as Major Changes or Minor Changes;
 - d. evaluation and coordination; and
 - e. implementation and Verification of the changes.

Note to drafters: Amend the following clauses to identify the DSDs where the processes to be used for the development of ECPs and SWCPs are specified. Additionally, amend the following clauses if Baselines, other than the Product Baseline, are required to be managed by the Contractor (as specified under clause 6.2.2).

- 6.2.5.2** The Contractor shall develop and submit ECPs/SWCPs in accordance with [...INSERT 'DSD-ENG-SERV' and 'DSD-ENG-SW', respectively,...] to implement changes to a Product Baseline.
- 6.2.5.3** The Contractor shall classify changes to a Product Baseline as either a Major Change or a Minor Change.
- 6.2.5.4** The Contractor shall submit all proposed Major Changes to a Product Baseline to the Commonwealth for Approval.
- 6.2.5.5** The Contractor shall submit all proposed Minor Changes to a Product Baseline to the Commonwealth Representative for review.
- 6.2.5.6** At the request of the Commonwealth Representative, the Contractor shall resubmit a proposed Minor Change to a Product Baseline as a proposed Major Change to the Product Baseline in accordance with clause 6.2.5.2.
- 6.2.5.7** The Contractor shall, for any proposed change to a Baseline, ensure that all Baselines are mutually consistent and compatible and in accordance with the requirements of [...INSERT RELEVANT POLICY, EG, MSD LOGISTICS INSTRUCTION 07-1...].

Note to drafters: Amend the following clause if Major changes will be managed through a stand-alone DSD or if DSD-ENG-SW is not used.

- 6.2.5.8** The Contractor shall implement all Approved Major Changes to a Baseline in accordance with this DSD, DSD-ENG-SERV and DSD-ENG-SW, as applicable to the change.
- 6.2.5.9** The Contractor shall submit an Application for a Deviation in accordance with clause 11.4 of the SOW, for any Services that will or are likely to result in a non-conformance with a Baseline.
- 6.2.5.10** The Contractor shall not perform the Service that would result in a non-conformance with a Baseline until the Deviation has been Approved by the Commonwealth Representative.

6.2.6 Configuration Status Accounting

Note to drafters: Select the applicable plan in the clause below.

- 6.2.6.1** The Contractor shall use, in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...], a CSA system that correlates, stores, maintains and provides readily available views of all configuration information relating to the Products specified in clause 6.1.1.1 and their Baselines.

Note to drafters: Select an option based on whether the Contractor will have on-line access to a Defence CSA system (Option A), be required to have their own CSA system (Option B), or be required to exchange CSA data with Defence or an Associated Party (another contractor) (Option C). Further requirements when selecting each option are:

- **Option A (access to a Defence CSA system):** Select Option A-1 for exclusive use or Option A-2 for shared access to the CSA system. If the CSA function will be available within the Defence ERP System before OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted. If the Defence ERP System is available via common hardware used for other functions, then both Options A-1 or A-2 can be deleted.
- **Option B (Contractor to have a CSA system):** Review and update the CDRL for the delivery of CSA Reports.
- **Option C (Exchange of CSA system data):** If chosen, DID-CM-DATA-XDATA will be required (as a schema) to specify data-exchange requirements. A schema may need to be developed with the Contractor or they may have an existing schema for data exchange with the Commonwealth. If CSA data will initially be transferred to a legacy CSA system, before transitioning to the Defence ERP System, a sub-option identifies the potential need to update the schema (eg, by developing DID-CM-DATA-XDATA).

Option B and Option C may be combined to remove the need for CSA Reports (clause 6.2.6.7). If Option B or C is not required, delete the applicable CDRL line entry.

Option A: For when the Contractor will be provided with on-line access to a Defence CSA system (eg, "CMT-U / TeamCentre" or "within the Defence ERP System"). Insert the system name where indicated.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with the initial tranche supporting CM for Land Materiel. References to the Defence CSA system below should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the Defence ERP System (and updated policy references), will be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

- 6.2.6.2** The Commonwealth shall provide the Contractor with on-line access to the Defence CSA system, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.6.1 for this Contract.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence CSA system.

- 6.2.6.3** The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS, to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence CSA system.

- 6.2.6.4** The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence CSA system and the Contractor will be required to implement a system with similar functionality.

- 6.2.6.5** The Contractor shall implement a CSA system to meet the requirements of clause 6.2.6.1.
- 6.2.6.6** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's CSA system for the Term.
- 6.2.6.7** The Contractor shall deliver CSA reports from the Contractor's CSA system in accordance with CDRL Line Number ENG-310.

Option C: For when the Contractor is required to develop a schema in order to exchange data between its CSA system and a Defence (or Associated Party's) CSA system.

Note to tenderers: If the preferred tenderer has an existing and suitable data-exchange schema, clause 6.2.6.8 will be considered for deletion during negotiations.

- 6.2.6.8** The Contractor shall develop, in consultation with the Commonwealth, a schema for the exchange of CSA data between the Contractor's CSA system and the Defence CSA system (or an Associated Party nominated by the Commonwealth Representative), and with Subcontractors' and other parties' systems, as necessary to ensure that the delivered CSA data is both timely and accurate.
- 6.2.6.9** The Contractor shall deliver CSA system exchange data to the Commonwealth (or an Associated Party nominated by the Commonwealth Representative), in accordance with CDRL Line Number ENG-315.

Note to drafters: If the Defence ERP System will replace an existing Defence CM system, at some time during the Contract, drafters may need to include the following option. If a revised schema will be developed under a different contract held by the Contractor (and then used for this contract), or if the CM functions within the Defence ERP System will be available before the commencement of CM Services (as an original schema), then this option is not required. The note and clause may be amended if more up-to-date information for ERP is available.

Option C-1: Include this option when the Defence ERP System will introduce CM functionality and supersede the use of a legacy Defence CSA system during the Contract.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with the initial tranche supporting CM for Land Materiel. Introduction of the Defence ERP System may affect the structure and formatting requirements for CSA exchange data and the associated transfer processes described in the Approved CMP.

- 6.2.6.10** If requested by the Commonwealth Representative, the Contractor shall develop, in consultation with the Commonwealth, a revised schema for the exchange of CSA data between the Contractor's CSA system and the Defence ERP System, and with Subcontractors' and other parties' systems, as necessary to ensure that the delivered CSA data is both timely and accurate.
- 6.2.6.11** The Contractor shall undertake the development of the revised schema, as required by clause 6.2.6.10, as an S&Q Service.

Note to drafters: The following optional clause requires the Contractor to incorporate CSA data provided from other contractors (not its Subcontractors) or Commonwealth agencies. This

option is only feasible if Option A (above) is selected. If not required, delete the optional clause. Refer to guidance for additional information.

Option: For when the Contractor is to incorporate, into the CSA system, CM data that is provided to it by the Commonwealth and/or other contractors.

6.2.6.12 The Contractor shall incorporate, into the CSA system, updates to CM data provided to it by the Commonwealth and Commonwealth-approved third parties (eg, other contractors with responsibilities for subordinate components of the Products Being Supported).

6.2.7 Configuration Audits

Note to drafters: Select the applicable plan from the clauses below to match the option selected above. If DSD-ENG-SERV is modified, the cross-references to the System Review clauses may also need to be changed below.

- 6.2.7.1** The Contractor shall conduct an FCA, on each Product modified via a Major Change, in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and clause 6.2.11 of DSD-ENG-SERV when requested by the Commonwealth Representative.
- 6.2.7.2** The Contractor acknowledges that the objective of an FCA for a Product is to demonstrate that the Product's actual performance complies with all elements of its specification.
- 6.2.7.3** The Contractor shall conduct a PCA, on each Product modified via a Major Change, in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and clause 6.2.11 of DSD-ENG-SERV when requested by the Commonwealth Representative.
- 6.2.7.4** The Contractor acknowledges that the objectives of a PCA for a Product are to:
- a. confirm that the 'as-built' or 'as-coded' configuration is consistent with the configuration documentation;
 - b. confirm that the configuration documentation is complete and accurate; and
 - c. establish or Verify the Product Baseline for the Product.
- 6.2.7.5** The Contractor shall invite the Commonwealth to witness all System Audits, Process Audits (process Verification), FCAs, and PCAs.
- 6.2.7.6** Unless otherwise advised in writing by the Commonwealth Representative, the Commonwealth Representative, or appointed representative(s), shall witness Configuration Audits.
- 6.2.7.7** Unless the Commonwealth Representative has advised that it will not witness a Configuration Audit in accordance with this clause 6.2.7, the Contractor shall not conduct that Configuration Audit in the absence of Commonwealth witnesses.
- 6.2.7.8** The Commonwealth Representative may require the Contractor to conduct an FCA or PCA independently of a Major Change and, in such circumstances, the Commonwealth Representative will advise the Contractor of:
- a. the Configuration Audit type(s);
 - b. the scope and objectives of the Configuration Audit (eg, the specific Product to be audited);
 - c. the reporting requirements, including report format;
 - d. any deliverables in addition to the reporting requirements; and
 - e. any other requirements applicable to the type of Configuration Audit.
- 6.2.7.9** The Contractor shall conduct Configuration Audits, which are undertaken in accordance with this clause 6.2.7, as S&Q Services.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-ENG-SEC****(SYSTEM SECURITY SERVICES)**

- Status: Optional
- Purpose: To identify requirements for security Services for Security Systems-of-Interest (SSols), their Targets of Security Assessment (ToSAs) (if applicable), and other Digitally Enabled Systems and Equipment (DESE) and Software.
- Policy: Refer to the definition of Governing Security Documents in the Glossary.
- Guidance: This DSD is required when the scope of security Services will involve the Contractor having overall security responsibility for the Mission System(s) identified in Annex A to the SOW, in those circumstances where the Contractor is:
- a. the Original Equipment Manufacturer (OEM) or the Design Authority; and/or
 - b. required to provide system-level security responsibilities coordinated through a Technical Support Network (TSN) or Design Support Network (DSN).

In general, this DSD should not be invoked where:

- a. the Contractor will not have system-level responsibilities for a Mission System (eg, the proposed Contract is for support of a range of Repairable Items (RIs) only); or
- b. the Mission System and/or other Products Being Supported are not complex, the security implications associated with the use of the Products is not significant (eg, as determined through the assessed Business Impact Levels (BILs)), or another party has overall system-level responsibilities and the Contractor will simply be providing information (as part of the Services) to that other party to enable them to perform their security responsibilities.

If a decision is taken to not invoke this DSD, the DSD should be utilised as a source of applicable clauses to incorporate security-related Services into other DSDs (eg, DSD-ENG-SERV or DSD-MNT-SA) so that the scope of the Contractor's security responsibilities is clear and will enable Commonwealth security obligations to be met.

DSD-ENG-SEC addresses all aspects of system security, including physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security, cyber security and, if applicable, personnel security (ie, when Contractor Personnel will be responsible for operating, maintaining or upgrading a system/product). System security involves security as it applies to the systems, equipment and Software identified as Products Being Supported at Annex A to the SOW, but does not include the programmatic and contract-management aspects of security, which are addressed through SOW clause 3.13 and COC clause 11.10.

The four main categories of system security are identified separately because they typically involve different authorities in relation to Security Authorisations, as follows:

- a. physical security: as identified under Principle 73 of the Defence Security Principles Framework (DSPF) (Physical Security Certification and Accreditation);
- b. EMSEC: the delegate authorised by the Capability Manager or Australian Signals Directorate (ASD), depending upon the security levels involved;
- c. ICT security: Defence Cyber and Information Assurance Branch (DCIAB) in Joint Capabilities Group (JCG); and
- d. cyber security: the System Owner delegated by the relevant Capability Manager, with support and input from DCIAB in JCG, noting that the Chief of Joint Capabilities (CJC) is the ADF Cyberworthiness Authority.

Personnel security is principally addressed through COC clause 11.10, but has also been explicitly included in this DSD because Contractor Personnel form part of the

Support System, which is one of the SSols. This approach enables any specific security issues with Contractor Personnel (eg, any implications associated with a configuration change to the Mission System) to be addressed in an ongoing way as part of the security Services.

There are a number of key terms that underpin and help to define the scope of the security Services, as follows:

- a. Governing Security Documents;
- b. Security Authorisation;
- c. Security System of Interest (SSol); and
- d. Target of Security Assessment (ToSA).

Drafters should familiarise themselves with these terms before starting to amend the security clauses in this DSD, particularly the interactions between the terms 'SSol' / 'ToSA' and the terms 'Product' and 'Products Being Supported'. In particular, attention is drawn to the fact that SOW Annex A does not include a column in any of the tables to identify whether particular Products Being Supported are the subject of security Services. While there is an inference (eg, due to the inclusion of the DSD within Engineering Services) that the 'Engineering Responsibility (Eng. Resp.)' column in SOW Annex A would also apply to system security Services, this is not the case. The determination as to the Products that are the subject of security Services is defined through clause 6.1.1.1 of this DSD.

A significant proportion of the work required under this DSD supplements the work required under the main body of the SOW and other DSDs, such as DSD-ENG-SERV, DSD-ENG-SW and DSD-MNT-SA. As such, where the work is identified as an S&Q Service in the main DSD (eg, Developmental Activities for Major Changes in clause 6.2.5 of DSD-ENG-SERV), the security-related work for this activity is also undertaken as an S&Q Service. There is only one clause in DSD-ENG-SEC that identifies an S&Q Service, which is clause 6.2.10 relating to security advisory Services, and as such, there are no decisions to be made in this DSD in relation to deciding the payment methods for any of the security Services.

For further guidance on particular aspects of security, refer to the following information from the CASG intranet:

- a. Security For Projects:
<http://modelpedia.dpe.protected.mil.au/PublishedWebsite/LatestFinal/%7B5E812EBC-90FE-4E4C-9064-3810D9E9C084%7D/Item/A7FCF0FC-1A2D-44BD-8D9B-4F10BC88C90B>; and
- b. JCG Cyber Security Awareness intranet site at:
<http://drnet/defence/cybersecurity-awareness/Pages/default.aspx>
- c. CASG Cyber Security Community of Practice (CoP), particularly the Cyber Security Guide, at:
<http://collab/CASG/Home/CyberSecurity/SitePages/Home.aspx>.

While the first location above is mainly applicable to projects (as per the name), it does have a number of useful links to the various security intranet pages.

Related Clauses/Documents:

DSD-ENG-SERV
 DSD-ENG-CM
 DSD-ENG-SW
 DSD-MNT-SA

Refer also to guidance for individual clauses

Optional Clauses: None

5 Applicable Documents

- Status: Core
- Purpose: To identify the authoritative documents applicable to the system security Services.
- Policy: Refer to the definition of Governing Security Documents in the Glossary.
- Guidance: Drafters are to:
- a. firstly, amend the definition of Governing Security Documents in the Glossary to suit the requirements of the Contract in accordance with the guidance provided below; and
 - b. only after having finalised the definition of Governing Security Documents, amend the list of applicable documents in clause 5 to identify any additional documents that will end up being specifically referenced in the DSD, noting that the various Data Item Descriptions (DIDs) include an array of applicable documents that do not need to be included here.

The template definition of Governing Security Documents includes both Government and Defence security policies, namely the Protective Security Policy Framework (PSPF), Information Security Manual (ISM), DSPF, Essential Eight Maturity Model (E8MM), Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC, optional policies in relation to EMSEC, and the ability for drafters to add Service-specific policies.

The definition should be amended to remove reference to any EMSEC standards that are not applicable to the required scope of work. If this is unclear to the drafter, they should refer to the applicable Service-specific EMSEC specialists. Additionally, Service-specific standards can be added, such as the Air Force Security Manual (AFSMAN) and ANP4605 'Navy Cyberworthiness'. Commercial standards should not be included because of the implications for scope and contract management through the operation of clause 6.1.2 (see guidance below), but they may be included in the list of applicable documents in clause 5.

The documents included in either location (the definition or clause 5) need only be identified by their number and title. Other than the policy documents identified in the definition of Governing Security Documents, drafters should not include references to Defence policy in either location, unless the policy explicitly states its application by contractors, because these are open to interpretation within a contract and their applicability is often limited to Defence personnel.

Drafters should note that the references identified in clause 5 are only applicable to the extent specified in the DSD. Clause 6.1.2 pulls the Governing Security Documents into the DSD; however, if other applicable documents are incorporated into clause 5:

- a. they may need to be tailored to identify the portion of the applicable documents that are relevant to the system security Services; and
- b. existing clauses will need to be tailored or new clauses will need to be introduced to refer to them.

Once both areas have been tailored, the list of applicable documents should be suitable for all Products included within the scope of security Services, the different types of security Services required, the domain, and the Services required by the DSD once tailored.

Related Clauses/Documents:

Definition of Governing Security Documents in the Glossary.

Optional Clauses: None

6.1.1 Scope

- Status: Core
- Purpose: To identify the scope of system security Services to be provided under this DSD.

Policy: Refer to the definition of Governing Security Documents in the Glossary.

Guidance: Clause 6.1.1.1 defines the scope of system security Services required under this DSD by summarising the range of Products for which system security Services are to be provided. As stated earlier, while the clause refers to SOW Annex A, where the individual Products are listed, it does not use SOW Annex A to identify whether security Services are applicable to those Products. Instead, the security Services are applicable to any Products that are, or form part of, an SSol or ToSA and which:

- a. could be susceptible to security vulnerabilities and/or
- b. are the subject of, or included within the scope of, a Security Authorisation.

The scope of Products also includes (at clause 6.1.1.1b) any Products required by the Contractor to undertake the system security Services, such as may be required for security monitoring. This limb of the clause ensures that these additional Products will be incorporated into the scope of work, and the associated payments under the Contract, without having to be explicitly identified in SOW Annex A.

Clause 6.1.1.1 needs to be tailored to remove reference to any Products for which system security Services are not applicable, such as to remove reference to the Mission System if there are no Mission Systems identified in SOW Annex A and to remove any Security Authorisations in clause 6.1.1.1a(vii) that are not applicable to the identified Products.

Similarly, clause 6.1.1.2 needs to be tailored to incorporate the applicable categories of system security. In some cases, this will be obvious because the requirements will flow from any precursor or linked Contract (Acquisition), but if drafters are unsure, they should seek guidance from the relevant security authorities and Service-specific centres of expertise.

In relation to physical security, drafters should keep in mind that physical security associated with the provision of the Services is governed by clause 11.10 of the COC and clause 3.13 of the SOW. The physical security aspects included within the scope of this DSD only include those aspects relating to:

- a. the physical security design of a SSol / ToSA, as captured within the Security Authorisation for physical security for the SSol / ToSA; or
- b. the Contractor's additional responsibilities when the Contractor is either operating a SSol / ToSA, or performing Maintenance on the SSol / ToSA on a Defence establishment (eg, in relation to security vulnerabilities and security incidents).

Related Clauses/Documents:

Draft SOW clause 2.1, Scope of Work
 SOW Annex A, Products Being Supported
 DSD-ENG-SERV, DSD-ENG-CM and DSD-ENG-SW
 DID-SSM-ISSMP

Optional Clauses: None

6.1.2 System Security Standards

Status: Core

Purpose: To:

- a. set out the process for ensuring that, to the extent practicable, security-related Services are always being conducted against the latest version of the Governing Security Documents; and
- b. provide a 'circuit-breaker' when any changes to the Governing Security Documents result in a material change to the Contractor's scope of work.

Policy: Refer to the definition of Governing Security Documents in the Glossary.

Guidance: In general, security Services must always be conducted against the most current versions of the Governing Security Documents. The increasing emphasis on cyber security, particularly the issues to be addressed and the mechanisms to be employed, means that Government and Defence security policy (and legislation) is evolving quickly, with a number of these core security policy documents being on a three-monthly update cycle.

COC clause 1.2.1i states: “In the Contract, unless the contrary intention appears: [...] a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date specified in the Details Schedule, or alternatively, a reference to another version of the document if agreed in writing between the parties”.

The ‘agreed in writing’ part of this clause includes notices, Approved Minutes of meetings, and other parts of the Contract such as the Glossary at Attachment M, which includes the words ‘as amended from time to time’ against a number of these standards, including the DSPF, E8MM, ISM and PSPF. Notwithstanding, it is easy for well-meaning drafters to incorporate specific versions of these documents into various part of the SOW (creating inconsistencies¹) and/or for tenderers to negotiate these words out of the resultant Contract because they perceive them as ‘unfair’.

Clause 6.1.2 specifies that the Contractor must comply with the latest version of the security documents, which aligns with the process that each of the Defence security authorities or their representatives will follow for the purposes of seeking associated Security Authorisations (ie, the assessment will always be conducted against the versions of the relevant security policies and practices that are in place at the time).

The clause also provides a timeframe (10WDs) for the Contractor to notify the Commonwealth of any material changes to their scope of work arising out of a change to a Governing Security Document. The Contractor is required to provide supporting evidence to justify that the change does materially increase their scope of work or otherwise impacts on their ability to perform their contractual obligations.

If the Commonwealth Representative is satisfied that a change to a Governing Security Document will cause a material change in scope, then clause 6.1.2.1e requires the parties to work together to agree a CCP to address the impact. This approach is a fair one, given that changes to security requirements can have significant cost and schedule implications. On a recent procurement, for example, there was a change to the data aggregation requirements, which (if implemented) would have resulted in a large cost increase and schedule extension. By having a framework similar to this one, the Commonwealth project team was able to negotiate a better outcome with the relevant security authority, which avoided the cost and schedule impacts.

Drafters should not amend this clause, without seeking specialist commercial advice, due to its sensitivity.

Related Clauses/Documents:

Definition of Governing Security Documents in the Glossary

Optional Clauses: None

6.2.1 Security Management Planning

Status: Optional

Purpose: To identify the planning requirements for the system security Services.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: If system security Services are required, then an appropriate level of planning is required to manage the program and to provide the Commonwealth Representative with an applicable level of visibility. For this DSD, however, there are no options to

¹ The Precedence of Documents clause 1.7 of the COC does not resolve this. While the Glossary has a higher precedence than the SOW, this precedence specifically excludes referenced documents identified in the Glossary. Hence, reference to a specific version in any part of SOW (including DSDs) will override the ‘as amended from time to time’ in the Glossary.

'roll up' the In-Service Security Management Plan (ISSMP) into either the Contractor Engineering Management Plan (CEMP) or the Support Services Management Plan (SSMP). The rationale for this approach is that the DSD and the ISSMP go together: if the scope of work warrants the inclusion of this DSD, then the ISSMP should be included; if the scope of work does not warrant the inclusion of this DSD, then any relevant clauses should be included in other DSDs, such as DSD-ENG-SERV, which is governed by the CEMP.

The other reason for this approach is that the ISSMP incorporates the requirements for the three in-service plans required by the ISM: Incident Response Plan, Business Continuity and Disaster Recovery Plan (BCDRP), and Continuous Monitoring Plan. These three ISM-mandated plans are required for both ICT and cyber Security Authorisations and it is easier to manage these three aspects within one DID.

Of note, the Contractor's responsibilities under these plans will vary depending upon the role of the Contractor. If, for example, the Contractor is required to operate the Mission System on behalf of Defence, and it is a reasonably self-contained system (eg, a communications system), then the Contractor is likely to have full responsibility for all aspects of the three ISM-mandated plans. Under a more-normal approach, where the Contractor is not operating the system, a shared-responsibility model² would apply, and the Contractor will need to set out how this model operates, including the interfaces and interactions with the operators of the system, to ensure that the required outcomes through these plans are achieved.

Drafters should note that both *ASDEFCON (Strategic Materiel)*, and (optionally) *ASDEFCON (Complex Materiel) Volume 2*, require the Contractor (Acquisition) to develop an ISSMP, which should be 'pulled into' this Contract if a combined RFT is being considered. If this is the case, the optional clause should be selected and drafters should check the timing in the CDRL for delivery of this plan.

Related Clauses/Documents:

All other clauses under this DSD.

Optional Clauses: None

6.2.2 System Security Services – General

Status: Core

Purpose: To identify the minimum general requirements for system security Services.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: This clause sets out a range of general system security Services, and may be the only clause required in a simpler support contract (in which case, drafters may transfer the clause to DSD-ENG-SERV, rather than have a separate DSD).

While there are some minor overlaps with other clauses in DSD-ENG-SEC, this clause provides the essential security-specific requirements (albeit at a high level) that work in conjunction with:

- a. clauses 3.6 and 3.13 of the main body of the SOW; and
- b. clauses 6.2.3 to 6.2.6 of DSD-ENG-SERV.

If DSD-ENG-SEC is included in a draft Contract, drafters should not make any changes to this clause.

Related Clauses/Documents:

Draft SOW clause 3.6, Co-ordination and Co-operation

Draft SOW clause 3.13, Defence Security Compliance

Draft SOW clause 5.5, Engineering Services

² The ISM defines a shared responsibility model as: "A framework that describes the management and operational responsibilities between different parties for a system. Where responsibilities relating to specific controls are shared between multiple parties, enough detail is documented to provide clear demarcation between the parties."

DSD-ENG-SERV clause 6.2.3, Engineering Investigations

DSD-ENG-SERV clause 6.2.4, Analysis of Change Requests

DSD-ENG-SERV clause 6.2.5, Developmental Activities for Major Changes

DSD-ENG-SERV clause 6.2.6, Technical Instruction Development

Optional Clauses: None

6.2.3 Security Monitoring and Testing

Status: Optional

Purpose: To require the Contractor to perform system security monitoring and testing when feasible to so.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: The ISM makes it clear that system monitoring is a core system security requirement. The Continuous Monitoring Plan, within the ISSMP, is used to both comply with the ISM and for obtaining and maintaining the Security Authorisations for ICT security and cyber security. Real-time monitoring of cyber threats, security risks, and controls associated with a SSol / ToSA and its operating environment, as outlined in a Continuous Monitoring Plan, is essential for maintaining the security posture for an SSol / ToSA. Continuous monitoring may identify events that necessitate additional security actions and activities based on the assessed risk. Such events may include:

- a. changes in security policies relating to the system;
- b. detection of new or emerging cyber threats to the system or its operating environment;
- c. the discovery that controls for the system are not as effective as planned;
- d. a major cyber security incident involving the system; and
- e. major architectural changes to the system.³

While these provisions are most appropriate for ICT security and cyber security, they can also be applicable to physical security and EMSEC.

The clause is optional because the nature of the Products Being Supported and the scope of the Contractor's support responsibilities more generally may make it infeasible for the Contractor to perform the system-specific monitoring requirements. If, for example, the only feasible activities are those under clause 6.2.3.2a, then drafters should consider including this requirement into clause 6.2.2, and the clauses under clause 6.2.3 should then be deleted and replaced with a single 'Not used'.

Drafters should understand how the Contractor is most likely to be able to perform the different monitoring functions to understand whether further tailoring of these clauses is required, if the GFM provisions need to be modified, or if arrangements external to the Contract need to be implemented. This may already be captured in an existing Continuous Monitoring Plan, but if not, relevant considerations include the following:

- a. Does the SSol incorporate functionality to enable system monitoring? If so, how does the functionality operate, what access is available, and how is the monitoring data captured and stored? Is the data in a proprietary data format?
- b. Is remote monitoring allowed, noting that this would generally be unlikely for Defence systems / equipment, particularly deployable ones?
- c. Is the Contractor responsible for operating the SSol (or part thereof)? If so, can they also perform system monitoring to the extent that the system has been designed to enable this to occur?

³ This paragraph was derived from page 4 of the ISM, under the heading 'Monitor the system'. Further information can be found in the document, "17. ISM – Guidelines for System Monitoring", which can be downloaded from the Australian Cyber Security Centre (ACSC) web pages.

- d. Will the Contractor have access to the SSol as part of performing Maintenance activities and, therefore, can they also gain access to the system monitoring data as part of Maintenance? How often is this likely to occur, and if the intervening period is too long, does the Commonwealth need to provide interim drops of the monitoring data as GFI or GFD? What is the classification of the monitoring data?
- e. Will the Contractor require access to operational level Maintenance data, and if so, how will this occur? Does it need to be included as GFI/GFD? Will the Contractor be provided with access to the Defence Maintenance Management System (eg, as a Government Furnished Service (GFS))? What classification is the Maintenance data, particularly once aggregated?
- f. How will the Contractor gain access to the Commonwealth operators and maintainers, when required? How will the Commonwealth facilitate this access, and how often?

If the draft Contract (Support) is linked to an accompanying Contract (Acquisition) as part of a single Request For Tender (RFT), then there is unlikely to be an existing Continuous Monitoring Plan and many of the above questions may be difficult to answer. Under these circumstances, it may also be difficult to know how to definitely tailor this clause because the system solution is either unknown or not understood sufficiently. Drafters should consider, therefore, whether to incorporate reference to this clause (or perhaps the whole DSD) in clause 2.6 of the main body of the SOW as part of the changes to the Phase In provisions introduced through the ASDEFCON Linkages Module (ALM).

Clause 6.2.3.3 is an optional clause for security testing to be included within the scope as an adjunct to system monitoring. Security testing can include, for example, penetration testing and specific test activities for different types of Products, such as for cryptographic devices, Software applications, and gateways.

Penetration testing involves exercising real-world scenarios in an attempt to achieve a specific goal, such as compromising critical systems or data. This type of testing can be expensive and involve specialist skills, and may not be required given the security posture of the SSol / ToSA. Generally, the Continuous Monitoring Plan would identify whether such testing is required. If the need to include this requirement is unclear to the drafter, specialist security advice should be sought, such as from the individual Service subject matter experts, JCG security assessors, or the CASG Cyber Security Advisory & Assurance Directorate (CAAD).

Clause 6.2.3.4 identifies that if a security issue is suspected, the Contractor is required to undertake a security investigation in accordance with clause 6.2.9 and take subsequent actions, depending upon the significance and urgency of the issues identified in the Approved security investigation report. These actions could include:

- a. changing the ISSMP (eg, to change the actions and activities in relation to business continuity);
- b. changing the Security Standard Operating Procedures (SSOPs) (eg, to change how operators and maintainers interact with the system procedurally); and/or
- c. developing one or more configuration changes to the SSols (or parts thereof).

Related Clauses/Documents:

Clause 6.2.1, Security Management Planning

Clause 6.2.5, System Security Documentation

Clause 6.2.8, Security Requirements for Configuration Changes

Clause 6.2.9, Security Investigations

DSD-ENG-SERV clause 6.2.6, Technical Instruction Development

Draft SOW clause 3.6, Co-ordination and Co-operation, for co-ordinating access to platforms, systems and ADF operators and maintainers.

Draft Contract Attachment E, GFM and GFS

Optional Clauses: None

6.2.4 Security Tools

Status: Optional

Purpose: To set out the minimum requirements for managing and maintaining the Security-related Software licences for the applicable Products covered by the DSD.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: The clause only requires minor tailoring to cross-reference to where the general Software licence clause is located.

The clause is optional because there may be no security-related Software licences that require management, depending upon the nature of the Products Being Supported and the scope of the Contractor's support responsibilities more generally. When the clause is not required, the clauses under clause 6.2.4 should be deleted and replaced with a single 'Not used'.

The purpose of this clause is to ensure that the management of these security-specific Software licences are not accidentally overlooked, particularly given the evolving nature of the requirements for ICT/cyber security.

Drafters should consider if some or all of these Software licences should be provided by the Commonwealth, to ensure that there are no compatibility issues with Software being used by the Commonwealth on the DPN/DSN, while also potentially realising cost savings. If this approach is adopted, drafters should modify the clauses accordingly, and include the proposed Software in the GFM list at Attachment E.

Related Clauses/Documents:

DSD-MNT-SA clause 6.2.7, Software Licence Management

DSD-ENG-SW

Draft Contract Attachment E, GFM and GFS

Optional Clauses: None

6.2.5 System Security Documentation

Status: Optional

Purpose: To require the development and preparation of system security documentation, including updates when required.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: In general, system security documentation for a particular Security Authorisation will have been developed under the acquisition contract, but where this is not the case (eg, due to the evolving requirements for cyber Security Authorisations), the clause can provide for the initial development of these documents, noting that the same DIDs are used in both the acquisition and support templates.

The clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor's support responsibilities more generally, particularly if the Contractor does not have system-level responsibilities. If the clause is not required, the clauses under clause 6.2.5 should be deleted and replaced with a single 'Not used'.

As drafted, the clause only includes the required security documentation for EMSEC, ICT security, and cyber security. If the drafter wishes to also include physical security, then the clause will need to be amended accordingly. Attention is drawn to the physical security DID in ASDEFCON (Strategic Materiel) (ie, DID-ENG-SOL-PSECDD – Physical Security Design Document).

The clause is deliberately separated from the 'Support to Security Authorisations' at clause 6.2.7 because there can be various activities that result in the security documentation needing to be developed or updated, including as an outcome of

security monitoring (eg, which could result in changes to the ISSMP and/or SSOPs) and Major Changes to the SSol / ToSA. The Security Authorisation documentation may also have been provided on the basis that a subsequent review or periodic review of the security posture and underpinning security basis for an SSol / ToSA will be undertaken.

The clause includes an optional requirement for when the draft Contract (Support) is linked to an accompanying Contract (Acquisition) as part of a single RFT, thereby enabling the security-related data items developed under the acquisition contract to be pulled into the Contract when required. Under these circumstances, drafters should include the optional clause, and adjust the CDRL timings accordingly. If the two Contracts will operate in parallel for an extended period, as greater quantities of systems and equipment are Accepted under the Contract (Acquisition), drafters should also consider how the two Contracts will need to inter-relate in relation to the ongoing management of the security documentation (eg, does the Contractor (Acquisition) or the Contractor (Support) have carriage of the master set?).

The clause includes a second optional requirement for when:

- a. the Contractor has responsibility under DSD-ENG-CM for maintaining the Functional Baselines (FBLs) for the Mission System and/or the Support System; and
- b. either or both of these FBLs include a Cyber Security Assurance Basis (ie, the suite of requirements against which the Materiel System is assessed in relation to cyber security).

If neither of these circumstances apply, the clause should be deleted.

Note that the clause includes reference to Objective Evidence, which is likely to include detailed information and justification that underpins the identified data items and the associated Security Authorisations, similar to the types of Objective Evidence that underpin airworthiness, land-worthiness and seaworthiness. Clause 6.2.7 includes additional requirements in relation to the provision of this Objective Evidence, which, in general, will be essential to enable the Security Authorisations to be initially provided and subsequently updated and/or re-provided.

In those circumstances where the Contractor has system-level responsibilities, but is not the OEM, the Contractor will need to establish relationships with the OEM(s) through its TSN / DSN to enable the Contractor to meet its obligations under this (and other) clauses. Additionally, the Commonwealth may need to consider providing some or all of this data as GFM, noting that some of it is likely to be classified and/or subject to export controls from the country of origin.

Given the significance of this Objective Evidence to the Contractor's obligations and the ability for the Commonwealth system managers to maintain the required Security Authorisations, clause 6.2.5.5 requires the Contractor to identify all Technical Data used to meet the security obligations of the Contract in the Technical Data List (TDL) required under clause 9.2 of the SOW.

If another contractor has the system-level security responsibilities, drafters should consider what data may need to be provided under this Contract to enable the other contractor meeting its security responsibilities (clause 3.6 of the main body of the SOW refers). No optional clauses are provided, but attention is drawn to DID-ENG-SOL-CSAI – Cyber Security Assessment Information, which may be suitable for this purpose.

Related Clauses/Documents:

Clause 6.2.3.4 (part of Security Monitoring and Testing)

Clause 6.2.7, Support to Security Authorisations

Clause 6.2.8, Security Requirements for Configuration Changes

DSD-ENG-CM clause 6.2.2, Baseline Management

Draft SOW clause 3.6, Co-ordination and Co-operation, for when information is passed to another party to perform system-level security requirements

Draft SOW clause 9.2, Technical Data

Draft Contract Attachment E, GFM and GFS

DID-SSM-TDL

All of the security-related DIDs, most of which are sourced from *ASDEFCON (Strategic Materiel)*

Optional Clauses: None

6.2.6 Cyber Supply Chain Security

Status: Optional

Purpose: To identify the requirements for management of the Cyber Supply Chain.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: Contractors have a general responsibility to manage their supply chain, but clause 6.2.6 extends that responsibility for the purposes of ICT security and cyber security to ensure that the SSol-related goods and services (eg, cloud services) that will ultimately be delivered to Defence do not have security problems (eg, through the inclusion of Malware, 'Trojan horses', or other security vulnerabilities). Defence policy and practice requires Cyber Supply Chain security to be addressed as part of the ongoing management of an SSol. For further information on this subject, see:

- a. the Governing Security Documents, particularly the ISM and DSPF;
- b. the Defence Cyber Supply Chain Risk Management portal at:
[Defence Cyber Supply Chain Risk Management - Home \(sharepoint.com\)](#)
- c. CAAD guidance at:
[8. Supply Chain Risk Management - CAAD Knowledge Base - DevOps Confluence - DPE Environment \(mil.au\)](#)
- d. ACSC guidance at:
[Cyber supply chains | Cyber.gov.au](#)
- e. other guidance documents, such as the US National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161r1, 'Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations', May 2022.

The Defence Cyber Supply Chain risk-management approach focuses on Defence internal activities, whereby JCG provides "rapid Open Source Intelligence (OSINT) analysis of possible threats and vulnerabilities to the security of a supply chain, introduced by its vendors/companies/suppliers". The ASDEFCON drafting, on the other hand, places significant responsibility for this activity on the Contractor, noting that the Contractor has responsibility under the Contract for supplying goods and services that are fit for purpose and do not contain Malware (eg, see clauses 5.16.2, 3.2 and 3.3 of the COC).

Clause 6.2.6 is focussed around the Cyber Supply Chain Risk Plan (CSCR) and the associated Cyber Supply Chain threats, risk assessments, risk treatments and controls. In concept, it is very similar to the SRMP, which addresses design-related security risks in relation to end-items of equipment, such as the Mission System. The CSCR, on the other hand, addresses Cyber Supply Chain risks, which can be thought of as design-related security risks in relation to the Support System.

The CSCR is not a management plan, so there is no clause that states, "The Contractor shall do [XYZ] in accordance with the Approved CSCR". The Approved risk-management framework that underpins the CSCR will be set out in the applicable governing plan, typically the Approved ISSMP (see clause 6.2.4 of DID-SSM-ISSMP). Commonwealth responsibilities with respect to the CSCR are set out in clauses 6.2.6.4 and 6.2.6.5, which involves collaborating with the Contractor during the development and update of the CSCR, with a particular view to ensure:

- a. that risk assessments consider Defence's unique perspective, including operational and support contexts, any classified threats that may be known only to the Commonwealth, and any prior assessments of, or determinations in relation to, similar risks made by the applicable security authority for similar SSols / ToSAs with similar operational / support contexts; and
- b. the way forward for a particular item of DESE or Software from a particular supplier is agreed if the associated Cyber Supply Chain risk assessment results in a post-mitigated assessment of Medium or higher.

This discussion highlights the complexity associated with this requirement, particularly for any reasonably complex SSol, such as a platform, which may contain hundreds of thousands of items of DESE and Software at multiple levels of the supply chain hierarchy. This complexity can be partially managed and reduced by:

- a. the use of an appropriate supply chain strategy, which targets the use of trusted suppliers (although this could work against Australian Industry Capability (AIC) outcomes, particularly the use of Small-to-Medium Enterprises, and therefore, these considerations would need to be balanced);
- b. the use of an appropriate security risk-assessment strategy, which targets the higher-risk elements first;
- c. requiring Approved Subcontractors to also undertake similar Cyber Supply Chain risk-assessment activities (as required by clause 6.2.6.4b);
- d. having an appropriate understanding of the design of the SSol / ToSA and the potential for security threats to have negative consequences for the Security Outcomes; and
- e. ensuring that any security-in-design aspects underpinning the design of the SSol / ToSA are maintained and updated, as required, over the life-of-type.

Note that the Commonwealth's involvement in these Cyber Supply Chain activities is not to dictate the use of particular suppliers or particular items of DESE or Software⁴, but to collaborate to mitigate particular Cyber Supply Chain risks, which may involve the Commonwealth having to fund a configuration change to address the risks. Commonwealth involvement should always occur on the basis that, unless exceptional circumstances apply, the Contractor remains accountable for contractual outcomes.

Similar to the requirements for security documentation, where the Contractor has system-level responsibilities but is not the OEM, the Contractor will need to establish relationships with the OEM(s) through its TSN / DSN in order to meet its obligations under this clause, particularly to better understand the supply chain details underpinning the SSol / ToSA. Additionally, the Commonwealth may need to consider providing some or all of these supply chain details as GFM, noting that this may be challenging if the original acquisition contract(s) did not include such obligations.

Related Clauses/Documents:

DID-ENG-SOL-CSCRIP (from *ASDEFCON (Strategic Materiel)*)

DID-PM-AIC-SCMP, DID-PM-AIC-MPS and DID-PM-AIC-MPBC (from *ASDEFCON (Strategic Materiel)*)

Optional Clauses: None

6.2.7 Support to Security Authorisations

Status: Optional

Purpose: To require the Contractor to support the Commonwealth's activities in relation to the various Security Authorisations.

⁴ The Commonwealth may dictate particular security-related products in high assurance environments, including for DESE or Software that is to be installed on, or interacts with, the Defence Standard Operating Environment (SOE). The Defence Approved Software List (DASL) is an example of this, as are cryptographic devices.

- Policy: Refer to the definition of Governing Security Documents in the Glossary
- Guidance: As stated in the overall guidance at the start of this DSD, there are up to four separate Security Authorisations required for the four security categories of physical security, EMSEC, ICT security, and cyber security. Depending upon the security levels associated with each of those security categories, differing security authorities will be involved. For example, in relation to physical security Certification and Accreditation, detailed information on this subject can be found at: [Pages - Physical Security Accreditation, Recertification and Reaccreditation](#).

Additionally, there may be multiple SSols / ToSAs being supported under the Contract, which each require their own set of Security Authorisations. For example, a common communications system fitted to multiple ship classes may require Security Authorisations for ICT security and cyber security for each ship class (or at least the data to support these Security Authorisations for each ship class).

The responsibility for seeking a Security Authorisation from the relevant security authority resides with the contract-management team (ie, not the Contractor), who undertakes this activity with the support of security subject matter experts, such as people authorised under the Information Security Registered Assessors Program (IRAP) for ICT security (eg, see: [Pages – IRAP Assessor Guidance](#)). The Contractor's responsibility is to provide the requisite Objective Evidence and to support the contract-management team in their endeavours to obtain the required Security Authorisations.

While it is likely that Security Authorisations would have been obtained during the acquisition contract, this may not have occurred (or did not align with current requirements) and this clause can be used to obtain the Contractor's assistance for obtaining the required Security Authorisations. More typically, however, Contractor support for Security Authorisations would occur either due to a requirement for a periodic reassessment of an SSol / ToSA, or due to a configuration change to an SSol / ToSA (ie, either a Major Change or a Major Deviation).

Clause 6.2.7.1 sets out the reasons why Security Authorisations may need to be reassessed or updated, which include periodic reassessments (eg, as set out in the Security Authorisation documentation) and as an outcome of configuration changes (see clause 6.2.8). In relation to ICT security, for example, Policy 11 of the PSPF (v2018.7) states, at paragraph 15:

“15. Authorisation to operate is generally ongoing, however during the lifecycle of an ICT system, it may require a reassessment to continue operation or eventually be decommissioned (i.e. disposal at the end of its life). Examples of events that may trigger additional risk management activities for an ICT system include:

- a. *changes in security policies relating to the system*
- b. *detection of new or emerging cyber threats to the system or its operating environment*
- c. *the discovery that security controls for the system are not as effective as planned*
- d. *a major cyber security incident involving the system*
- e. *major architectural changes to the system.”*

Additionally, DSPF Control 23.1 'Cyber Security Assessment and Authorisation' (10May24 version) states that the *“System Owner must ensure [...] systems are Re-Assessed and Re-Authorised throughout the system's lifecycle in line with re-assessment triggers and timeframes set by the Authorising Delegate”*. The quote above from the PSPF identifies the trigger categories, but drafters should ensure that the System Owner or authorising delegate for each SSol / ToSA is consulted to ensure that the specific triggers relevant to that SSol / ToSA are identified and, if applicable, incorporated into the DSD. These specific triggers would take into consideration (for example) the mission criticality, Business Impact Level (BIL), Defence Cyberworthiness System (DCwS) maturity assessment, relationship(s) with external systems, etc.

The Defence Cyber Security Assessment & Authorisation (CSAA) Framework, v4.2, 22 April 2024, also states at paragraph 2.9: *“If there is uncertainty regarding whether [...] Re-Assessment and Re-Authorisation is required, the CSAA Directorate should be engaged to provide confirmation”*. While this approach does not necessarily help with ensuring that the DSD properly defines the exact scope of work, drafters and contract managers should expect that the need for re-assessment and re-authorisation would be determined using the security risk-assessment methodologies underpinning the Governing Security Documents and the clauses in the DSD (ie, it would be determined on a case-by-case basis, taking into consideration the relevant security-related issues at the time).

In relation to terminology, the clauses use the terms ‘Major Change’ and ‘major Deviation’. The term ‘Major Change’ is defined in the Glossary, but the term ‘major Deviation’ is not; hence, for the purposes of clauses 6.2.7 and 6.2.8, a major Deviation is defined through clause 6.2.7.1b as “a Deviation that contains DESE or Software that could introduce security vulnerabilities into an SSol / ToSA”. An example of a major Deviation is a trial modification, such as for a system or platform, where the system / platform is temporarily modified for the purposes of a trial. Clause 6.2.8 addresses the specific security considerations associated with these types of configuration changes.

The clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor’s support responsibilities more generally, particularly if the Contractor does not have system-level responsibilities. When the clause is not required, the clauses under clause 6.2.7 should be deleted and replaced with a single ‘Not used’.

If the clause is required, the clause does not require tailoring for inclusion in the draft DSD.

Related Clauses/Documents:

Clause 6.2.5, System Security Documentation

Clause 6.2.8, Security Requirements for Configuration Changes

Optional Clauses: None

6.2.8 Security Requirements for Configuration Changes

Status: Optional

Purpose: To identify the security-specific requirements relating to configuration changes.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: Clause 6.2.8.1 highlights that there are a range of other clauses within ASDEFCON (Support) that address the management and implementation of configuration changes. DSD-ENG-SERV, for example, is the head DSD for the development of configuration changes, and drafters should ensure that they are familiar with all of the other template provisions before making changes to clause 6.2.8.

Drafters should also familiarise themselves with the definitions of ‘Major Change’ and ‘Minor Change’ in the Glossary. A ‘Major Change’ includes a range of generic aspects that would pick up security (eg, technical risk assessments, changes to the Functional Baseline, and both Adaptive Maintenance and Perfective Maintenance for Software). The definition explicitly includes: “[...] an engineering change that [...] affects requirements (other than the Functional Baseline) and/or the design, and the Commonwealth considers the change has a significant impact upon [...] the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability [...]”.

While qualifying terms like ‘significant’ can be open to interpretation, it would be expected that these terms would be underpinned by the applicable risk assessments, which for security, would include the normal threat and risk assessment activities. As such, a significant impact on security would be one that was shown to be significant through these standard security risk-assessment processes.

In relation to Major Changes, these could have been developed by the Contractor (eg, if they have Design Authority responsibilities) or arise due to a change to a component of the SSol / ToSA issued by the OEM (eg, a Software Update in the form of a patch). Further information on patch management can be found at: [Pages - Cyber Security Compliance](#). Of note, DSD-ENG-SEC does not include any specific requirements in relation to patch management. Instead, ASDEFCON (Support) treats Software patches within the scope of Software Updates, which are managed in accordance with the applicable provisions in DSD-ENG-SW and the configuration change provisions in DSD-ENG-CM and DSD-ENG-SERV.

Applicable clauses under DSD-ENG-SERV and DSD-ENG-SW determine the type of Service and the associated payment requirements associated with the work under this clause 6.2.8. Both DSD-ENG-SERV and DSD-ENG-SW include specific requirements for configuration changes that need to be addressed within the scope of Recurring Services. For example, clause 6.2.5.7i in DSD-ENG-SERV requires a Major Change to be undertaken within the Recurring Services Fee if the Major Change “[...] is required to address a security vulnerability identified in the Products Being Supported”. If the conditions under clause 6.2.5.7i did not apply, the Major Change would need to be undertaken as an S&Q Service, or through the Contractor Standing Capability (CSC) if this requirement was included in the draft Contract.

This clause also inter-relates with other clauses under this DSD (eg, in relation to security documentation and Security Authorisations) to minimise duplication of requirements. As such, drafters should ensure that all related clauses are either included or omitted as a set in this DSD.

Similar to other clauses in this DSD, this clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor’s support responsibilities more generally. However, unlike some of the other clauses, this clause may still be required even if the Contractor does not have system-level responsibilities to ensure that the security requirements associated with configuration changes are appropriately addressed. Alternatively, drafters could consider transferring some of the more detailed requirements into the applicable clauses in DSD-ENG-SERV and/or DSD-ENG-SW.

When the clause is not required, the clauses under clause 6.2.8 should be deleted and replaced with a single ‘Not used’.

If the clause is required, the clause does not require tailoring.

Related Clauses/Documents:

Clause 6.2.5, System Security Documentation
 Clause 6.2.7, Support to Security Authorisations
 DSD-ENG-SERV, DSD-ENG-SW and DSD-ENG-CM
 SOW clause 11.4, Non-Conforming Services

Optional Clauses: None

6.2.9 Security Investigations

Status: Optional

Purpose: To provide the framework within which security investigations are to be conducted.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: Clause 6.2.9 is reasonably self-explanatory and identifies the triggers against which security investigations should be undertaken, including as an outcome of Engineering Investigations conducted in accordance with clause 6.2.3 of DSD-ENG-SERV and Maintenance Investigations conducted in accordance with clause 6.2.7 of DSD-MNT-MGT. If a security investigation is required, clause 6.2.9.2 requires the Contractor to “undertake the security investigations and reporting required [...] as if they were engineering investigations in accordance with the process and pricing and payment arrangements set out in the Engineering Investigations clause in DSD-ENG-SERV”.

Clause 6.2.3 of DSD-ENG-SERV contain specific criteria and requirements that determine the type of Service and the associated payment requirements associated with the work under this clause 6.2.9. Clause 6.2.3.1 of DSD-ENG-SERV requires certain engineering investigations to be undertaken as Recurring Services, including engineering investigations required to “address security vulnerabilities identified in the Products Being Supported”. If the conditions under clause 6.2.3.1 of DSD-ENG-SERV did not apply, the engineering investigation would need to be undertaken as an S&Q Service, or through the CSC if a CSC was included in the draft Contract.

This clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor’s support responsibilities more generally. However, unlike some of the other clauses, this clause may still be required even if the Contractor does not have system-level responsibilities to ensure that the triggers for security-related engineering investigations are addressed. Alternatively, drafters could consider transferring some of the more detailed requirements into clause 6.2.3 of DSD-ENG-SERV.

When the clause is not required, the clauses under clause 6.2.9 should be deleted and replaced with a single ‘Not used’.

If the clause is required, the clause does not require tailoring.

Related Clauses/Documents:

DSD-ENG-SERV Clause 6.2.3, Engineering Investigations

DSD-MNT-MGT Clause 6.2.7, Maintenance Investigations

Optional Clauses: None

6.2.10 Security Advisory Services

Status: Optional

Purpose: To require the Contractor to provide advisory Services in relation to security, particularly when Commonwealth expertise in the various security domains is limited.

Policy: Nil

Guidance: Given the significant changes to the security environment that have arisen over the last five years or so, the requirement for security expertise has risen commensurately. This clause provides procurement teams with security advisory Services, particularly for those situation when expertise is limited or unavailable.

The default position in the template is that, except where otherwise required through other Services, these clauses are performed as S&Q Services. This position has been adopted due to the difficulties with determining the level of effort involved with this requirement. Nevertheless, the effort associated with implementing S&Q Services for these Services may be excessive for small-scale needs. If drafters can define a level of effort (eg, one person-day per month in the context of significantly broader security Services), then drafters should consider amending clause 6.2.10.2 accordingly and bringing this work into the scope of Recurring Services.

The clause is optional and, if not required, the clauses under clause 6.2.10 should be deleted and replaced with a single ‘Not used’.

If the clause is required and other than the issue in relation to S&Q Services versus Recurring Services discussed above, the clause does not require tailoring.

Related Clauses/ Documents:

Nil

Optional Clauses: None

6.2.11 Security Working Groups (Optional)

Status: Optional

Purpose: To require the Contractor to participate in Security Working Groups (SWGs) when appropriate to the nature of the work.

Policy: Nil

Guidance: In general, SWG meetings are appropriate when the work involves considerable interaction with the Commonwealth and Associated Parties, such as in relation to new threats and vulnerabilities, development of updates to security documentation, Major Changes, requirements for new / updated Security Authorisations, and security-related requirements for co-ordination and co-operation under clause 3.6 of the SOW. If these circumstances exist and the nature and scope of the requirement warrant it, drafters should consider incorporating this clause into the DSD.

Drafters should note that the clause provides the ability for the Commonwealth to hold its own SWGs and require the Contractor to participate. This approach provides the Commonwealth with certainty that SWG meetings will be conducted when the Commonwealth considers it appropriate, but the Commonwealth contract-management team should also expect to see SWG requirements addressed through the ISSMP as well as in the plans developed for the more-significant Major Changes where security is a key consideration.

The clause includes also includes two optional requirements for when the draft Contract (Support) is linked to an accompanying Contract (Acquisition) as part of a single RFT, thereby requiring:

- a. for the first optional clause, the Contractor to participate in the SWGs held under the Contract (Acquisition): and
- b. for the second optional clause, for the Contractor to ensure that the Contractor (Acquisition) and Approved Subcontractors (Acquisition) participate in the SWG meetings held under the Contract.

Drafters should include either or both of these clauses, depending upon the envisaged circumstances across the two contracts.

Drafters should also note that the clause leverages off the Ad Hoc Meetings clause 3.4.6 in the main body of the SOW, which addresses requirements for chairing meetings, location, and requirements for Agendas and Minutes.

When the clause is not required, the clauses under clause 6.2.11 should be deleted and replaced with a single 'Not used'.

If the clause is required and other than in relation to the two optional requirements, the clause does not require tailoring.

Related Clauses/ Documents:

Draft SOW clause 3.4.6, Ad Hoc Meetings

Draft SOW clause 3.6, Co-ordination and Co-operation

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. DSD NUMBER: DSD-ENG-SEC-V5.2

2. TITLE: SYSTEM SECURITY SERVICES

3. DESCRIPTION AND INTENDED USE

3.1 This DSD identifies the system security Services required to be provided by the Contractor to the Products specified at clause 6.1.1.1 of this DSD.

3.2 The requirements of this DSD, including as applicable to related DSDs, require a structured, well-planned and well-executed system security program to achieve the following objectives:

- a. ensure that each Security System-of-Interest (SSoI) continues to achieve the Security Outcomes;
- b. ensure that configuration changes to the SSols (including components and processes) satisfy security requirements and enable the Commonwealth's security obligations and compliance requirements continue to be met as they pertain to:
 - (i) protecting information, data and technology; and
 - (ii) controlling access to, and transfer of, information, data and technology;
- c. gain from the relevant Security Authorities endorsement of the security-related design aspects of any configuration changes to an SSol (or part thereof) throughout the design processes for those changes; and
- d. support the Commonwealth in maintaining the required Security Authorisations for the SSols from the relevant authorities.

4. INTER-RELATIONSHIPS

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with the general security Services required by clause 11.10 of the COC and clause 3.13 of the SOW and the Engineering Services defined in the Engineering Support requirements of the SOW and related DSDs.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to system security Services).

Governing Security Documents (see the Glossary for the definition of this term)

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope

Note to drafters: Amend the following clause to align with the Products listed in Annex A to the SOW. Drafters are advised that certain key terms in the Glossary (eg, Security Authorisation and SSol) need to be amended to ensure that the scope of the system security program is clear.

6.1.1.1 The Contractor shall provide system security Services, as described in this DSD, for:

- a. the following types of Products listed in Annex A to the SOW (to the extent that they are, or form part of, a SSol or an associated Target of Security Assessment (ToSA)):
 - (i) Mission System(s);
 - (ii) Repairable Items (RIs);

- (iii) Non-Repairable Items (Non-RIs);
- (iv) Software; and
- (v) Technical Data,

which:

- (vi) could be susceptible to security vulnerabilities that may affect the Commonwealth's security obligations and compliance requirements (as would be determined by a competent contractor acting reasonably in making such a determination); and/or
 - (vii) are the subject of, or included within the scope of, a Security Authorisation, including in relation to physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security, cyber security, and personnel security (but, for personnel security, only in relation to Contractor Personnel operating, maintaining or upgrading a SSol / ToSA); and
- b. other Products, which may or may not be listed in Annex A to the SOW, but which are required by the Contractor to undertake the system security Services.

6.1.1.2 The parties acknowledge and agree that the scope of the system security program:

- a. includes:

Option: Include this option if physical security requirements apply to any of the SSols.

- (i) physical security;

Option: Include this option if EMSEC requirements apply to any of the SSols.

- (ii) Emanation Security (EMSEC);

Option: Include this option if ICT Security Authorisation requirements apply to any of the SSols.

Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents, where the terms 'ATO-C' and 'ATO' have replaced the long-standing terms, 'PICTA' and 'ICTA', respectively.

- (iii) Information and Communications Technology (ICT) security (which leads to an Authorisation to Operate with Conditions (ATO-C) or an Authorisation to Operate (ATO) by the relevant Security Authorisation authority); and
- (iv) cyber security (which leads to a cyber-maturity assessment against the Defence Cyberworthiness System (DCwS) and an assessment as part of the regulatory / assurance framework for the Contract),

as each of these security aspects are applied to the SSols / ToSAs (or parts thereof, such as Digitally Enabled Systems and Equipment (DESE) and Software); but

- b. does not include the programmatic and contract-management aspects of security, which are addressed through clause 3.13 of the SOW.

6.1.2 System Security Standards

6.1.2.1 The parties acknowledge and agree that:

- a. the Governing Security Documents identified in the definition of this term in the Glossary are applicable to the provision of system security Services;
- b. the versions of the Governing Security Documents are likely to change over the Term and, except where otherwise determined by the Commonwealth Representative, the required Security Authorisations for the SSols (or parts thereof) will need to be performed against the versions of the Governing Security Documents that are current at the time that the Security Authorisations for these SSols (or parts thereof) are required;

- c. the Contractor shall undertake its activities and responsibilities, including in relation to supporting the achievement of the required Security Authorisations, against the version of the Governing Security Documents that are current at the time that the Contractor undertakes those activities and responsibilities;
- d. where the Contractor assesses that a change to a Governing Security Document after the Effective Date results in a material change to the scope of work required under the Contract (including under an S&Q Order), the Contractor shall:
 - (i) notify the Commonwealth within 10 Working Days of identifying the change; and
 - (ii) provide such supporting evidence as is reasonably required by the Commonwealth Representative to demonstrate that the change materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract); and
- e. where the Commonwealth Representative is satisfied on the basis of the evidence provided under 6.1.2.1d(ii) that the change to the Governing Security Documents materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract), the parties shall meet and negotiate in good faith to agree a CCP in accordance with clause 11.1 of the COC to address the impact of the change.

6.2 Services

6.2.1 Security Management Planning

- 6.2.1.1 The Contractor shall develop, deliver and update an In-Service Security Management Plan (ISSMP) in accordance with CDRL Line Number ENG-800.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

- 6.2.1.2 The Contractor shall use the ISSMP developed under the Contract (Acquisition) as the basis for the ISSMP required under clause 6.2.1.1.

- 6.2.1.3 The Contractor shall make available to the Commonwealth, within 10 Working Days of a request, all associated plans, processes, procedures, logs, instructions and data supporting the Approved ISSMP.
- 6.2.1.4 The Contractor shall provide system security Services in accordance with the Approved ISSMP.
- 6.2.1.5 The Contractor shall ensure that all system security Services provided by Subcontractors are provided in accordance with the Approved ISSMP.
- 6.2.1.6 The Contractor shall have the systems, people and resources in place to ensure that its system security activities defined in the Approved ISSMP meet the requirements of the Governing Security Documents.
- 6.2.1.7 The Contractor acknowledges that the ISSMP incorporates the requirements for incident response planning, business continuity and disaster recovery planning, and continuous monitoring planning, all of which are required to achieve and be able to maintain the relevant Security Authorisations under the ISM.
- 6.2.1.8 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth to access the Contractor's Incident Register and other security records for the Term.

6.2.2 System Security Services – General

- 6.2.2.1 The Contractor shall conduct the following general system security Services as they apply to the Products specified at clause 6.1.1.1:
- a. undertaking ongoing security management to consolidate, investigate, resolve and report on any security-related issues, which have been identified by stakeholders of an SSol / ToSA (eg, system / equipment operators and maintainers);

- b. providing advice to the Commonwealth on security-related matters as they apply to the SSols, ToSAs, DESE and Software;
- c. ensuring that the Commonwealth Personnel and Contractor Personnel, who are operating and conducting Maintenance of the SSols / ToSAs and associated Support System Products, are kept apprised of emerging security-related issues and vulnerabilities so that they can take appropriate action when such issues or vulnerabilities arise;
- d. monitoring the Cyber Supply Chains for the Contract and undertaking risk assessments of any proposed new suppliers to ensure that security vulnerabilities are not being introduced through the Cyber Supply Chains; and
- e. conducting any other security-related activities to ensure that the objectives set out in clause 3.2 and the Contract Performance Measures are achieved, including any other activities set out in the Approved ISSMP.

6.2.3 Security Monitoring and Testing

6.2.3.1 The Contractor acknowledges that the objectives of undertaking the security monitoring and testing requirements of this clause 6.2.3 are to:

- a. identify a need for action based on observable behaviour and conditions; and
- b. ensure that, to the maximum practicable extent, any security problem or Failure is resolved prior to any impact on operations and the SSol users.

6.2.3.2 The Contractor shall:

- a. continually monitor the Governing Security Documents, Defence security advisory notices (eg, in relation to particular threats or vulnerabilities, such as may be distributed by Defence or found on the DPN), other online sources of information for threats or vulnerabilities (eg, Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform), and Original Equipment Manufacturer (OEM) equipment bulletins to identify any changes (eg, Software Updates to implement a patch) or vulnerabilities that could impact upon the security of the SSols;
- b. seek feedback from system operators and maintainers (as facilitated by the Commonwealth Representative for Commonwealth operators and maintainers) to enable the continual monitoring of the performance of the SSols and associated Support System Products to identify any abnormal behaviour or other indications or symptoms that indicate that the SSols or Support System Products may have been compromised from a security perspective; and
- c. notify the Commonwealth Representative, in writing, within the following timeframes for any changes identified pursuant to either subclauses a or b above:
 - (i) within one Working Day for any change, which is assessed as a High (or higher) risk to the security or operation of the SSols or Support System Products (as determined in accordance with the Approved ISSMP);

Note: If the risk matrices from the Defence Security Principles Framework (DSPF) are used, the references to 'Medium' in the following clauses are to be interpreted as 'Significant'.

- (ii) within five Working Days for any change, which is assessed as a Medium (but no higher) risk to the security or operation of the SSols or Support System Products; and
- (iii) as part of the standard Contract reporting for any other change, unless otherwise notified by the Commonwealth Representative that such reporting is not required.

Option: Include this option if one or more Mission Systems included at SOW Annex A are also SSols. Note that this requirement may require the Contractor to be provided with access to the Mission System(s) and Commonwealth Personnel, and additional clauses may need to be drafted to address how this would occur.

6.2.3.3 In addition to the security monitoring requirements of clause 6.2.3.1, the Contractor shall also conduct security testing activities at irregular periods, as defined in the Approved ISSMP, to test each different type of Mission System (or part thereof) and associated Mission System operators and maintainers to identify and assess system vulnerabilities, including system and personnel responses to new threats and the efficacy of mechanisms and practices for incident response, disaster recovery, and business continuity.

6.2.3.4 If the Contractor's security monitoring or security testing activities identify the potential presence of a security issue with the SSols or Support System Products (eg, abnormalities and potential compromises to information and system integrity), the Contractor shall:

- a. undertake a security investigation in accordance with clause 6.2.9;
- b. if the Approved security investigation report identifies that one or more changes are required to the ISSMP and/or the Security Standard Operating Procedures (SSOPs) to resolve the security issue, including to implement a workaround while a longer-term solution is identified and implemented, the Contractor shall:
 - (i) if the security is assessed as a High (or higher) risk to the security or operation of the SSols or Support System Products (as determined in accordance with the Approved ISSMP), develop the required updates as a Technical Instruction in accordance with clause 6.2.6 of DSD-ENG-SERV; and
 - (ii) develop and deliver updates to the ISSMP and/or the SSOPs in accordance with clause 6.2.5 and within 40 Working Days after the security investigation report has been Approved; and
- c. if the Approved security investigation report identifies that one or more configuration changes are required to the SSols (or parts thereof), the Contractor shall undertake the required work to implement the required configuration changes in accordance with clause 6.2.8.

6.2.4 Security Tools

Note to drafters: Amend the following clause, depending upon whether the Software Licence Management clause is included in DSD-MNT-SA (clause 6.2.7) or is relocated to DSD-ENG-SW.

6.2.4.1 The Contractor shall manage and maintain all security-related Software licences for the Products specified at clause 6.1.1.1 in accordance with Software Licence Management clause of [...INSERT 'DSD-MNT-SA' or 'DSD-ENG-SW'...], including, if applicable, Software licences required for:

- a. system event monitoring;
- b. security incident monitoring and vulnerability scanning;
- c. endpoint protection; and
- d. malware/virus checking.

6.2.4.2 The Contractor shall incorporate any required updates to the security tools (including Software) for the Products specified at clause 6.1.1.1 into its assessments of, planning for, and implementation of, configuration changes pursuant to clause 6.2.8.

6.2.5 System Security Documentation

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.5.1 To the extent applicable, the Contractor shall use the versions of the security-related data items developed under the Contract (Acquisition) as the basis for the data items required under this clause 6.2.5.

- 6.2.5.2** The Contractor shall develop, deliver and update an Emanation Security Control Plan (ESCP) in accordance with CDRL Line Number ENG-860.
- 6.2.5.3** The Contractor shall develop, deliver and update the following data items for the SSols / ToSAs, which provide part of the suite of Objective Evidence required by the System Owner for the applicable ICT and cyber Security Authorisations:
- a. ISSMP in accordance with clause 6.2.1;
 - b. System Security Plan (SSP) in accordance with CDRL Line Number ENG-810;
 - c. Security Risk Management Plan (SRMP) in accordance with CDRL Line Number ENG-820;
 - d. SSOPs in accordance with CDRL Line Number ENG-830; and
 - e. Cyber Security Case Report (CSCR) in accordance with CDRL Line Number ENG-840.

Option: Include and, if required, amend the following clause if the Contractor will have responsibility for the Functional Baselines for the Mission System and/or Support System under DSD-ENG-CM.

- 6.2.5.4** The Contractor shall also maintain and, where required, update:
- a. the Cyber Security Assurance Basis, which forms part of the Functional Baseline for the Mission System and, where applicable, the Functional Baseline for the Support System; and
 - b. the Objective Evidence that is required, and/or has been used, to demonstrate that the Cyber Security Assurance Basis has been achieved,
- in accordance with the Configuration Management requirements of DSD-ENG-CM.

- 6.2.5.5** The Contractor shall identify all Technical Data used to meet the security obligations of the Contract, irrespective of whether or not this Technical Data is a data item, in the Technical Data List (TDL) required under clause 9.2 of the SOW.
- 6.2.5.6** The Contractor acknowledges that the timings for developing and updating the various items of security documentation under this clause 6.2.5 are tied to other security-related activities under this clause 6.2 (eg, clauses 6.2.3.4, 6.2.7 and 6.2.8 of this DSD) and elsewhere in the SOW (including DSDs).

6.2.6 Cyber Supply Chain Security

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

- 6.2.6.1** The parties acknowledge and agree that:
- a. the Contractor conducted risk assessments and developed and implemented risk mitigation strategies in relation to its Cyber Supply Chains under the Contract (Acquisition); and
 - b. the requirements of this clause 6.2.6 only apply to the extent that the risk assessments and/or risk-mitigation strategies conducted under the Contract (Acquisition) no longer apply (eg, because a new Subcontractor has been identified/selected, there are changes to items of DESE and Software being procured, there are changes in the circumstances of existing Subcontractors, or new threats and vulnerabilities have been identified that impact upon particular items of DESE and/or Software).

- 6.2.6.2** The Contractor shall develop, deliver and update a Cyber Supply Chain Risk Plan (CSCR) in accordance with CDRL Line Number ENG-850 to identify the Cyber Supply Chain risks associated with the provision of items of DESE and Software for the SSols, which will be procured by the Contractor from suppliers that either are, or may become, Subcontractors.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.6.3 The Contractor shall use the CSCRP developed under the Contract (Acquisition) as the basis for the CSCRP required under clause 6.2.6.2.

Note: If the risk matrices from the DSPF are used, the references to 'Medium' in the following clauses are to be interpreted as 'Significant'.

6.2.6.4 In developing the CSCRP, the Contractor shall:

- a. collaborate with the Commonwealth to define the risk-mitigation strategies to address the potential Cyber Supply Chain risks associated with the supply of items of DESE or Software for the SSols, which are assessed as having a Cyber Supply Chain risk (pre-mitigation) of Medium or higher (as determined in accordance with the risk-management processes defined in the Approved ISSMP);
- b. ensure that Approved Subcontractors undertake the identification of Cyber Supply Chain risks and the determination of risk-mitigation strategies for any items of DESE or Software for the SSols being provided by those Approved Subcontractors; and
- c. consult with the Commonwealth to discuss and agree the way forward when the Contractor or an Approved Subcontractor is unable to mitigate the Cyber Supply Chain risks associated with the supply of an item of DESE or Software for an SSol so that the post-mitigated assessment is below Medium (eg, by choosing a different item or by procuring the required item from a different supplier).

6.2.6.5 Except where otherwise agreed in writing by the Commonwealth Representative, the Contractor shall not utilise DESE or Software provided by a supplier for which the Cyber Supply Chain risk is assessed as Medium or higher.

6.2.6.6 The Contractor acknowledges that the timings for developing and updating the CSCRP are tied to other activities, including:

- a. the security-related activities under this clause 6.2 (eg, clauses 6.2.7 and 6.2.8 of this DSD) and elsewhere in the SOW (including DSDs); and
- b. the activities to seek DESE or Software from an alternative source of supply.

6.2.7 Support to Security Authorisations

Note: As set out in the Glossary, the term 'Security Authorisation' embraces terms such as physical security Certification, EMSEC Certification/Accreditation and Authority To Operate (ATO) for ICT security.

6.2.7.1 The Contractor acknowledges that the applicable Security Authorisations:

- a. are required to be reassessed and, if required, updated on a periodic basis in accordance with the timeframes established by the applicable security authority and documented in the associated Security Authorisation reports (which, for example, depending upon the level of compliance, may range from six months to three years for the Security Authorisations relating to ICT Security);
- b. may need to be updated as part of a Major Change or major Deviation, where a major Deviation is one that, in the context of security considerations, is a Deviation that contains DESE or Software that could introduce security vulnerabilities into an SSol / ToSA; and
- c. may be required as an outcome of remediation activities to address security issues, as set out in this clause 6.2.7.

6.2.7.2 The Contractor shall provide support to the Commonwealth's activities associated with the applicable Security Authorisations:

- a. for any updates required as a result of a Major Change or major Deviation in accordance with clause 6.2.8; and

- b. for periodic reassessments by:
- (i) undertaking a review of the SSols / ToSAs and the associated security documentation covered by the applicable Security Authorisations sufficiently in advance of the required reassessment date to enable any identified issues to be addressed prior to that date;
 - (ii) undertaking retesting, as determined on a risk basis, to provide assurance and confirm that the security requirements are still being met and that the security controls are still operating effectively in the context of evolving threats and vulnerabilities;
 - (iii) providing a report to the Commonwealth within 20 Working Days of completing its assessments under subclauses (i) and (ii) above, which identifies any issues that need to be addressed, the options for addressing the issues, the recommended approach, and an analysis of the associated costs, benefits and risks;
 - (iv) consulting, co-ordinating and co-operating with the Commonwealth Representative and the relevant Commonwealth security authority to address and resolve any questions of feedback on the report provided under subclause (iii) above;
 - (v) developing and delivering updates to any data items required for the reassessment in accordance with clause 6.2.5;
 - (vi) developing and delivering any additional or updated Objective Evidence required for the reassessment in accordance with clause 6.2.7.3;
 - (vii) implementing any Major Changes or major Deviations required for the reassessment pursuant to clause 6.2.8; and
 - (viii) undertaking the required activities under this clause 6.2.7.2 in a timeframe that enables the required reassessment date to be achieved (or other timeframe agreed in writing by the Commonwealth Representative).

6.2.7.3 The Contractor shall provide the necessary Objective Evidence to support the applicable Security Authorisations for the SSols / ToSAs, including in relation to the activities being conducted by the Contractor and those being conducted by the Commonwealth. The Contractor shall collaborate with the Commonwealth to agree the data formats and schemas for the delivery of this Objective Evidence.

6.2.7.4 The Contractor acknowledges that the Commonwealth may raise a security assessment report in relation to a Security Authorisation for a SSol / ToSA, and when this occurs, the Commonwealth may provide the Contractor with a copy of the report or relevant parts of the report.

6.2.7.5 The Contractor shall review and assess each Commonwealth-provided security assessment report (or part thereof) and identify remediation activities that are required in relation to the SSol / ToSA, such that they will meet the requirements for the Security Authorisation.

6.2.7.6 Within 10 working days of receipt of a Commonwealth-provided security assessment report, the Contractor shall deliver a Remediation Recommendations Report in the Contractor's format to the Commonwealth.

6.2.7.7 The Contractor acknowledges and agrees that the required activities to resolve any security shortfalls for a SSol / ToSA will be determined by the Commonwealth Representative, taking into account the Contractor's Remediation Recommendations Report.

6.2.7.8 The Contractor shall undertake the required activities determined by the Commonwealth Representative under clause 6.2.7.7:

- a. as part of the Services for which the Security Authorisation was required; and
- b. except where otherwise agreed by the Commonwealth Representative, in writing, within a timeframe that enables the date for assessment or reassessment (as applicable) to be met.

6.2.8 Security Requirements for Configuration Changes

6.2.8.1 The Contractor shall address the security-related requirements associated with configuration changes to a SSol / ToSA, including proposed and actual configuration changes arising out of the security monitoring and testing activities under clause 6.2.3, in accordance with:

- a. the Approved CMP, Approved SEMP, Approved SWSP, Approved ISSMP, and other Approved supplementary management plans relevant to a configuration change;
- b. for Major Changes and Minor Changes, the relevant provisions of DSD-ENG-SERV, DSD-ENG-CM and DSD-ENG-SW;
- c. for Deviations, clause 11.4 of the SOW and the relevant provisions of DSD-ENG-CM; and
- d. for configuration changes developed through S&Q Services, clause 3.15 of the COC.

6.2.8.2 In undertaking the security-related activities for configuration changes, the Contractor shall:

- a. analyse each proposed change (including Software Updates provided by an OEM (eg, patches)) to determine whether or not the proposed change has security implications for the SSol / ToSA, including undertaking a security risk assessment for each change likely to be classified as a Major Change or a major Deviation, identifying any additional security-related implications for the SSol / ToSA arising from this risk assessment;
- b. include in its analysis of the proposed change:
 - (i) physical security, EMSEC, ICT security, cyber security and personnel security;
 - (ii) the implications for the applicable Security Authorisations;
 - (iii) the implications for the security documentation identified under clause 6.2.5; and
 - (iv) to the extent applicable, the other topics required to be addressed under the analysis of change clauses in DSD-ENG-SERV and DSD-ENG-SW;
- c. incorporate its security-related analyses for each proposed change into the report required to be provided under the Analysis of Change Requests clause in DSD-ENG-SERV;
- d. integrate any security-related activities for the configuration change (eg, secure code reviews, system vulnerability assessments and penetration testing) into the requirements for developing Major Changes and major Deviations (including those changes associated with Software Corrective Maintenance), as set out in DSD-ENG-SERV and DSD-ENG-SW, so that any required:
 - (i) updates to the security documentation under clause 6.2.5;
 - (ii) amendments to the Security Authorisations; and
 - (iii) changes to the ongoing support arrangements,are incorporated into the plans and processes for the configuration change, including:
 - (iv) for developing and/or updating the documentation for the configuration change (eg, the Baselines for the SSol / ToSA);
 - (v) for the design, development and implementation activities, including any associated MSRs;
 - (vi) for undertaking Verification, Validation and other contractually-required acceptance into service activities; and
 - (vii) for amending the Security Authorisations, including to recognise that updated Security Authorisations are necessary precursors to Acceptance of the major Deliverable(s) associated with the configuration change (eg, the modified SSol, ToSA(s) or applicable Support System Products).

6.2.9 Security Investigations

- 6.2.9.1** The Contractor shall undertake security investigations and related technical research into:
- a. security incidents associated with the SSol / ToSA that have arisen during operations and/or Maintenance;
 - b. security issues arising out of the Contractor's security monitoring and testing activities under clauses 6.2.3 and 6.2.7;
 - c. security issues identified with DESE or Software delivered through the Contractor's Cyber Supply Chain;
 - d. newly-identified threats and/or vulnerabilities applicable to the SSol(s), ToSA(s), DESE or Software;
 - e. any security-related implications arising from investigations performed in accordance with Engineering Investigations clause in DSD-ENG-SERV or the Maintenance Investigations clause in DSD-MNT-MGT; and
 - f. any other security investigations required by the Approved ISSMP.
- 6.2.9.2** The Contractor shall undertake the security investigations and reporting required under this clause 6.2.9 as if they were engineering investigations in accordance with the process and pricing and payment arrangements set out in the Engineering Investigations clause in DSD-ENG-SERV.

6.2.10 Security Advisory Services (Optional)

Note to drafters: If not required, delete the clause below and annotate the heading as 'Not used'.

- 6.2.10.1** When requested by the Commonwealth Representative in writing, the Contractor shall provide advice on security-related matters, such as:
- a. the implications on the SSols, ToSAs, and associated Support System Products arising out of changes to the Governing Security Documents;
 - b. the implications of newly-identified threats and/or vulnerabilities;
 - c. new/updated security-related tools and the associated costs, benefits and risks; and
 - d. potential methodologies for improving the security of the SSols, ToSAs and associated Support System Products.
- 6.2.10.2** Except to the extent already covered by the other provisions of the Contract (including this DSD) as Recurring Services, the Contractor shall provide the security advisory Services required under this clause 6.2.10 as S&Q Services.

6.2.11 Security Working Groups (Optional)

Note to drafters: If not required, delete the clause below and annotate the heading as 'Not used'.

- 6.2.11.1** The Contractor shall conduct Security Working Group (SWG) meetings to establish, refine and to ensure compliance and assurance with the security requirements under the Contract.
- 6.2.11.2** The Contractor shall also participate in Commonwealth-conducted SWG meetings, as a non-voting advisor, when requested by the Commonwealth Representative.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

- 6.2.11.3** The Contractor shall:
- a. participate in the SWG meetings required under the Contract (Acquisition); and
 - b. conduct additional SWG meetings, as required, to address security-related issues with the SSols and associated Support System Products delivered under the Contract (Acquisition) and supported under the Contract.

- 6.2.11.4** The Contractor shall conduct SWG meetings under clause 6.2.11.1 as ad hoc meetings in accordance with clause 3.4.6 of the SOW.

6.2.11.5 The Contractor shall conduct SWG meetings under clause 6.2.11.1 in accordance with the Approved ISSMP.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.11.6 The Contractor shall ensure that representatives of the Contractor (Acquisition) and Approved Subcontractors (Acquisition) participate in the SWG meetings under clause 6.2.11.1, where relevant to the work that they will undertake in relation to the Contract or the Contract (Acquisition).

6.2.11.7 When the Contractor has been requested to attend a Commonwealth-conducted SWG, the parties shall conduct the preparation, notice and follow-up to the Commonwealth-conducted SWG as an ad hoc meeting in accordance with clause 3.4.6 of the SOW.

6.2.11.8 The anticipated level of effort required by the Contractor is:

- a. for Commonwealth-conducted SWG meetings, no more than two meetings in any calendar year;
- b. for each SWG, no more than four representatives of the Contractor will be required to attend unless prior Commonwealth approval has been provided, with each of these representatives required to be suitably qualified and experienced in the security domains to be addressed at each SWG; and
- c. the maximum duration of each SWG is expected to be no more than one Working Day with a typical duration of half a Working Day.

6.2.11.9 SWG meetings may be appended to other meetings if agreed by both parties.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-ENG-SERV****(ROUTINE ENGINEERING SERVICES)**

| | |
|------------------|---|
| <u>Status:</u> | Core (for all contracts including Engineering Support) |
| <u>Purpose:</u> | To identify requirements for a range of Services that establish a framework for Engineering Support, including investigations, analysis of change requests, developing Major Changes, the development of Technical Instructions, undertaking a system safety program ¹ , and conducting supportability analysis and Life Cycle Costing Analysis (LCCA) for the enhancement of the Materiel System. |
| <u>Policy:</u> | Refer to Applicable Documents at clause 5 of this DSD. |
| <u>Guidance:</u> | <p>This DSD covers some of the primary roles of Engineering Support and becomes the head or lead DSD for any other Engineering Support DSDs included in the Contract, such as DSD-ENG-CM for Configuration Management, DSD-ENG-SW for Software Support Services, DSD-ENG-SEC for System Security Services, and DSD-ENG-CSC from the Contractor Standing Capability (CSC) Module². Different activities within this DSD are also linked: for example, initial engineering investigations under this DSD may lead to further analyses of supportability, including reliability, availability and maintainability analysis and LCCA; configuration changes; Software or hardware modifications under Engineering Change Proposals (ECPs); or more substantial upgrades requiring a mid-life update or other Major Change programs.</p> <p>DSD-ENG-SERV addresses engineering investigations, including investigations into parts substitution to find either more economical sources of supply or viable solutions to overcome Obsolescence. Investigations of Defects address problems that cannot be dealt with through normal Maintenance Services. The types of engineering investigations are to be tailored to Contract requirements.</p> <p>This DSD is also used to manage upgrades, improvements, and other changes in functionality and configuration. The more significant enhancements and Software development programs need to be managed through the ECP process, defined in this DSD and Approved work plans and, for Software, the integration of Software change processes defined under DSD-ENG-SW. Mid-life upgrades and similar major modifications (which are major capital equipment programs) can be managed as acquisitions under the umbrella of the Contract; for example, by using the <i>ASDEFCON (Complex Materiel) Volume 2</i> SOW templates to define the work scope. This is a significant undertaking and advice should be sought to integrate the change program under the conditions of the Contract (Support).</p> <p>Deciding on payment methods for Engineering Services can be challenging due to the unpredictability of future engineering requirements, configuration changes, and other unscheduled work. Engineering Services may be undertaken as S&Q Services or as Recurring Services if the nature of work and level of effort is predictable. An alternative is to use a CSC to perform activities identified as S&Q Services (refer to the optional CSC Module for more information). Drafters will need to carefully consider the approach taken when drafting Attachment B and allocating work to Recurring Services, S&Q Services, and Task-Priced Services. Additionally, if payment for Recurring Services is used to cover a range of small, discrete tasks and to sustain expertise, the Commonwealth Representative will need to monitor the on-going and effective utilisation of Contractor personnel to ensure that value for money is being achieved.</p> |

¹ The system safety program is a management and engineering program that ensures the Materiel Safety of Products.

² Unlike the other DSDs, DSD-ENG-CSC provides a pool of Contractor staff to perform the Services that are designated as S&Q Services within other DSDs (including engineering and other Services), without suffering from the poor continuity that is often consequential to S&Q Services. The CSC pool can also undertake other work that is not identified elsewhere in the Contract provided that the work is consistent with the scope of the Contract.

Related Clauses/Documents:

Refer to guidance for individual clauses

Optional Clauses: None

5 Applicable Documents

Status: Core

Purpose: To identify the authoritative documents applicable to the Engineering Services.

Policy: TBD

Guidance: Drafters are to list the applicable documents for the provision of Engineering Services. The documents here need only be identified by their number and title, such as the ADF regulatory / assurance framework documents that will also be listed in draft SOW clause 5.4. Drafters should not include references to Defence policy under this clause (unless the policy explicitly states its application by contractors) because these are open to interpretation within a contract and their applicability is often limited to Defence personnel.

Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, which may need to be tailored to identify the portion of the applicable documents that are relevant to the Engineering Services.

Related Clauses/Documents:

Draft SOW clause 5.4, Engineering Organisation and System Compliance

Optional Clauses: None

6.1.1 Scope

Status: Core

Purpose: To identify the scope of Engineering Services to be provided under this DSD.

Policy: TBD

Guidance: Clause 6.1.1.1 defines the scope of Engineering Services required under this DSD by summarising the range of Products for which Engineering Services are to be provided. This clause refers to SOW Annex A, where the individual Products are listed and annotated where the Contractor has engineering responsibility for them. Accordingly, drafters need to develop Annex A with an appropriate list of Products and annotations, and then amend the list under clause 6.1.1.1, if necessary.

Related Clauses/Documents:

Draft SOW clause 2.1, Scope of Work

Draft SOW clause 5.4, Engineering Organisation and System Compliance

SOW Annex A, Products Being Supported

All other clauses in DSD-ENG-SERV

All other Engineering DSDs

DID-ENG-CEMP and DID-SSM-SSMP

Optional Clauses: None

6.2.1 Engineering Management, Administration and Reporting

Status: Core

Purpose: To identify the basic engineering management, administration, and reporting requirements for the Contract.

Policy: TBD

Guidance: Drafters should, as the first step in tailoring this clause, insert references to the relevant publications / orders / instructions describing the detailed administrative processes that must be followed for Engineering Services to be performed.

This clause may list the applicable sections from ADF regulatory / assurance framework documents identified under clause 5, plus any additional SPO engineering manuals or procedures that will be directly applicable to the Engineering Services. This list should not include a detailed list of technical manuals for the Products Being Supported because these are referenced by clause 6.2.1.1b and listed elsewhere in the SOW (including Annexes A and D).

Drafters should also consider, from the list of documents, those that will need to be provided as GFI or GFD and listed in Attachment E.

Related Clauses/Documents:

Attachment E, GFM and GFS

Clause 5, Applicable Documents

Draft SOW clause 5.4, Engineering Organisation and System Compliance

SOW Annex A, Products Being Supported

SOW Annex D, List of Referenced Manuals

DID-ENG-CEMP, DID-SSM-SSMP, DID-SSM-CWBS, DID-SSM-CSSR and DID-SSM-SSMS

Optional Clauses: None

6.2.2 Engineering Information System

Status: Optional

Purpose: To identify the requirement for an in-service engineering information system and, in particular, whether on-line access to a Defence engineering information system will be provided.

Policy: TBD

Guidance: An engineering information system is an optional requirement that may not be necessary for contracts supporting simple equipment, contracts not operating under an ADF regulatory / assurance framework, or when engineering advice is only sought to supplement Commonwealth engineering decision making. This clause should be used when there is a need to manage a number of engineering delegations / authorisations and to record key decisions arising from engineering processes. If such a system is not required, the clauses under clause 6.2.2 should be deleted and replaced with a single 'Not used'.

If required, drafters should select from the optional clauses listed under clause 6.2.2 for the type of engineering information system to be used. Option A should be selected when the Contractor will be provided on-line access to a Commonwealth-owned engineering information system, such as EMERALD or the applicable function of the Defence Enterprise Resource Planning (ERP) System. Option B should be chosen when the Contractor is to have their own engineering information system.

Option A would often be applicable where the Contractor is working on Commonwealth Premises or the Commonwealth will provide system access to the Contractor when operating from their own premises. If the applicable functions of the Defence ERP System are still to be delivered, and work will initially be undertaken using a legacy system, a note to tenderers is to be included to advise tenderers of the expected change. There are also two sub-options whereby the Contractor will be given exclusive access (Option A-1) or shared access (Option A-2). Shared access may occur where the facility is shared with Defence staff or another contractor. Details of the GFE and GFS to be provided need to be included in Attachment E, when applicable.

Drafters should note that training in Commonwealth-provided information systems is covered under clause 3.17 of the SOW, and additional clauses are not required here.

Smaller engineering contracts may not warrant the complexity of on-line access to a Commonwealth system. In these instances, the requirements for reporting of engineering information, if required, will need to be identified and an appropriate DID developed by the drafter, added to the CDRL, and referred to from Option B.

Note that it is possible for the Contractor to have both on-line access, while located at Commonwealth Premises, and to not have access at another location where Services are being performed. If this is expected when drafting the RFT, drafters will need to include and tailor both Options A and B to suit the situation.

Related Clauses/Documents:

Attachment E, GFE and GFS

Attachment O, Government Furnished Facilities License, as applicable

Draft SOW clause 3.14.4, Information Systems Security

Draft SOW clause 3.17, Training in Defence Information Systems

Draft SOW clause 9.2, Technical Data

Draft SOW clause 9.7, Computer Support

DID-ENG-CEMP and DID-SSM-SSMP

DSD-ENG-CM and DSD-ENG-SW

Optional Clauses: None

6.2.3 Engineering Investigations

Status: Core

Purpose: To identify the requirement for conducting engineering investigations into a range of issues / areas including Defects, parts substitution, changes in manufacturer Technical Data and maintenance procedures, and draft publication amendments.

Policy: TBD

Guidance: Conducting engineering investigations, either in their entirety or complementary to those undertaken by the Commonwealth or an Associated Party, is a core activity of Engineering Support.

For complex systems, engineering investigations may need to re-visit Failure Mode, Effects and Criticality Analysis (FMECA), Reliability Centred Maintenance (RCM) and/or the system safety engineering program conducted during the acquisition phase, or during previous in-service support activities. Access to Technical Data is essential, and in many cases must be available (either as GFI / GFD or direct from the OEM) for successful investigations.

While listing types of engineering investigations may be relatively straight forward, structuring the methods of payment may not be. Drafters should first note that clause 6.2.3 has been structured to divide the types of investigations into three groups: (a) those undertaken routinely, (b) those initiated by the Commonwealth, and (c) those initiated by a request from the Contractor. The first group are undertaken as Recurring Services (clause 6.2.3.1), while the latter two (in clauses 6.2.3.2 and 6.2.3.3) are undertaken as S&Q Services (and may be undertaken by a CSC if included in the Contract). Where it makes sense to do so, types of investigations can be moved from one group to another. For example "analyse fault-reporting and corrective-action data" could be changed to a Commonwealth initiated task by relocating it from the first group to the second group, which also changes it from a Recurring Service to an S&Q Service.

Drafters should consider whether payments for Recurring Services, differing types of Ad Hoc Service payments, a CSC, or a combination of methods will be best suited, and establish these in Annex D to Attachment A of the COT (for subsequent inclusion

in Attachment B, Price and Payments). When only a small number of Products are supported by Engineering Services, S&Q Services may be more appropriate. If establishing an in-country Engineering Support capability for foreign sourced equipment, then a more predictable payment regime, such as a CSC or Recurring Service, may be essential to retain specific skills and expertise. This area of Engineering Support is hard to quantify, as predicting the work requirements and balancing an expectation of the work covered by warranties from the Acquisition Phase may prove difficult.

Related Clauses/Documents:

Draft SOW clause 11.4, Non-Conforming Services
 Draft SOW clause 9.2, Technical Data
 DSD-ENG-CM, Configuration Management Services
 DSD-ENG-SEC, System Security Services
 DSD-ENG-SW, Software Support Services
 DSD-MNT-MGT, Maintenance Management Services
 DSD-SUP-SERV, Routine Supply Services
 DID-ENG-CEMP and DID-SSM-SSMP
 DID-PM-MGT-AFD, Application for a Deviation

Optional Clauses: None

6.2.4 Analysis of Change Requests

Status: Optional

Purpose: To require the analysis of proposed engineering changes in order to determine if the change is feasible and if it is likely to be cost-effective.

Policy: TBD

Guidance: This clause sets out a range of considerations that should be taken into account when assessing whether or not a requested change is feasible, in terms of achieving the required outcomes and implementation, and the likely scope of effort and cost. Even when a change is fully developed by an OEM, there may be a need to conduct an analysis of the change to determine the implications of either accepting or not accepting it, any impact on interfacing systems, or to determine the likely costs of implementing it.

If the requirement to analyse change requests is not envisaged under the Contract, drafters should delete the clauses under the heading clause 6.2.4 and replace them with a single 'Not used'.

If the analysis of change requests is anticipated, drafters should review the list of considerations under clause 6.2.4.2 and amend this list to incorporate any Product-specific or SPO-specific requirements.

Analysis of a change request should include considerations for supportability related engineering analyses and life-cycle cost / Total Cost of Ownership (TCO). This analysis may be conducted in conjunction with clause 6.2.9, while specific requirements may be included in the S&Q Order, when applicable.

In analysing a change request, the Contractor is required to provide a report on its findings. Depending upon the management arrangements for the Products Being Supported, the Commonwealth's Configuration Change Board (CCB) would normally consider the results and, if appropriate, approve the preparation of the subsequent ECP. The CCB would also assign a priority to the ECP. Alternatively, the CCB may elect to not proceed with a change, alter the recommended approach to address the CCB's priorities, or introduce an alternative method of resolution.

The last two clauses define the payment method applicable to the change request and related analyses. Under clause 6.2.4.4, the analysis of change requests will be

undertaken as a S&Q Service when requested by the Commonwealth (typically for capability enhancements / upgrades and high cost changes), unless the change fits into a category covered by clause 6.2.4.5. Clause 6.2.4.5 identifies that it is the Contractor's responsibility to include, within the Recurring Services Fee, the analysis of changes required to simply sustain the Products Being Supported.

Related Clauses/Documents:

Clause 6.2.8, Supportability and Engineering Analyses

Clause 6.2.9, Life Cycle Costing Analysis

Draft SOW clause 13.4, Cost Modelling

DSD-ENG-CM, Configuration Management Services

DSD-ENG-SW, for analysing Software change requests

DID-ENG-CEMP, which defines requirements for the CEMP

DID-ILS-SW-SWSP, for on-going Software support

DID-SSM-SSMP, for when engineering management is rolled up into the SSMP

DID-CM-MGT-ECP, which defines requirements for engineering change proposals and Software change proposals

Optional Clauses: None

6.2.5 Developmental Activities for Major Changes

Status: Optional

Purpose: To set out the minimum requirements for the development of ECPs for Major Changes, including requirements for applicable work plans.

Policy: TBD

Guidance: The clause sets out the minimum requirements that the Commonwealth Representative expects in the development of every Major Change. If Major Changes are not envisaged under the Contract or a separate DSD has been developed specifically for this activity, the subclauses should be deleted and replaced with a single 'Not used'.

Clause 6.2.5 requires the Contractor to develop, deliver and update two standing / permanent management plans, a Systems Engineering Management Plan (SEMP) and an Integrated Support Plan (ISP), to govern all Mission System / primary Products and Support System Component change programs. Specific planning activities for each Major Change are then conducted under the umbrella of these two plans, and documented in specific work plans. The DIDs for these two plans, which are identified in the CDRL, are sourced from the *ASDEFCON (Complex Materiel) Volume 2* templates. Drafters should also be aware that other Contract plans, such as the In-Service Materiel Safety Plan (IMSP), have applicability to each Major Change.

When undertaken as an S&Q Service the Contractor's work plans would also include the specific requirements identified under clause 3.3 of the SOW, 'Quoting for S&Q Services', which includes (among other things) a resource-loaded schedule, the required number of people, and the trades / skills of those personnel. The Commonwealth may also request specific management plans as part of its request for S&Q Services (eg, change-specific supplements to the SEMP and ISP). Drafters may add other standing plans (in addition to the SEMP and ISP) that are then tailored for individual changes, but care should be taken to avoid asking for standing plans that have limited use. Drafters need to consider whether it is more cost-effective to have standing plans that need to be subsequently tailored to the specific requirements of each change, or to only require these additional plans for each specific change that requires them.

Where the Contractor engages Subcontractors to work on a Major Change, clauses 6.2.5.3 and 6.2.5.4 require that Subcontractors follow the Approved management

plans (SEMP and ISP) and Approved work plans, and that they develop consistent plans for their portion of the work. Noting that Subcontractors involved in design will generally be Approved Subcontractors, and listed in Attachment H, this flow-down of planning is an example of the broader requirements placed on Approved Subcontractors.

Clause 6.2.5.5 requires the Contractor to conduct the Major Change program, including V&V activities to support Acceptance. Clause 6.2.5.6 lists the subjects to be included in each Major Change work plan, which must be followed once Approved. The scope of the work plan covers a full design and development cycle. However, drafters should also modify the clause to address any Product-specific, SPO-specific or ADF regulatory / assurance framework-specific requirements, although care should be taken not to dilute any of the Commonwealth Representative's rights over the developmental program that are currently identified in this clause.

Major Change programs are conducted as either a Recurring Service, for those on-going changes needed to sustain the Products, or as S&Q Services, for more significant changes in terms of complexity and cost, and those undertaken to enhance Product functions and capabilities. Note that the cost of conducting Major Changes as a Recurring Service will be built into the Recurring Services Fee, and it may not be in the Commonwealth's interests for this to include a high level of contingency to cover the possibility of future change programs of significant size.

Clause 6.2.5.5 cross-refers to clause 6.2.5.7, where clause 6.2.5.7 identifies the types of Major Changes that are to be performed as Recurring Services unless identified, in clause 6.2.5.8, as one of the exceptional cases that would be better conducted as S&Q Services. These areas of exception may include those that require significant involvement by the Commonwealth and/or Associated Parties (ie, for interfacing systems). Drafters need to review clauses 6.2.5.7 and 6.2.5.8 and further develop these clauses, as applicable.

Drafters should appreciate that, when enacted through an S&Q process, the Commonwealth's requirements would be spelt out in its S&Q Services Request (part 1 of DID-SSM-S&Q), which in many cases will be supported by documents developed from work conducted under clause 6.2.4, Analysis of Change Requests. Alternatively, when a CSC is included in the Contract, the task could be performed under an Approved CSC Task Plan and require the use of CSC Additional Resources to address the full scope of a larger development task. The associated work plans for the Major Change would amend and/or supplement the specific requirements identified in this clause as well as any change-related requirements in other DSDs (eg, Software change through DSD-ENG-SW, Stock Assessment through DSD-SUP-SACC, and Training Materials update through DSD-TNG-TMS).

Drafters should review the CDRL Line Numbers for the ECP and related data items, and update requirements to be consistent with the type of potential design changes and SPO processes (eg, by default ECP delivery is 'as required' and Commonwealth Action by the end of the next CCB). DID-CM-MGT-ECP consists of a cover page that requires drafters to insert the SPO's ECP template or form into the DID, prior to release of the RFT. DID-CM-MGT-ECP may include both ECPs and Software Change Proposals (SWCPs), as applicable to the Services.

Drafters should also note the default timing for delivery of the Design Certificate (eg, Certificate of Conformance) in the CDRL (refer to DID-ENG-SOL-DCERT, sourced from ASDEFCON (*Strategic Materiel*)). This timing may be modified through the Commonwealth Representative's requests for S&Q Services (eg, to accommodate conditional or provisional Acceptance of a Mission System prior to full Acceptance under the Contract).

Related Clauses/Documents:

Clause 6.2.4, Analysis of Change Requests

Clause 6.2.10, Conduct of System Reviews

DSD-ENG-CM, Configuration Management Services

DSD-ENG-SEC, System Security Services

DSD-ENG-SW, Software Support Services

DSD-MNT-SERV, for the installation of Major Changes under modification orders, modification instructions or change orders, as applicable.

DSD-SUP-SACC, Stock Assessment Codification and Cataloguing

DSD-TNG-TMS, Training Materials Support Services

DID-ENG-IMSP, DID-ENG-CEMP and DID-SSM-SSMP

DID-CM-MGT-ECP, which specifies requirements for an ECP and SWCP

DID-ENG-SOL-DCERT, which specifies requirements for a Design Certificate

DID-ENG-MGT-SEMP-2 and DID-ILS-MGT-ISP-2 (sourced from *ASDEFCON (Complex Materiel) Volume 2*)

Optional Clauses: None

6.2.6 Technical Instruction Development

Status: Optional

Purpose: To require the development and preparation of draft Technical Instructions.

Policy: TBD

Guidance: Technical Instructions may have different names under the differing ADF regulatory / assurance frameworks. For example, Technical Instructions can embrace Special Technical Instructions (Aerospace environment), N4 Library Advice Notes (Maritime environment), and Electrical and Mechanical Engineering Instructions (Land environment).

These Services are optional and may not be necessary for contracts supporting simple equipment, for which Technical Instructions are unlikely to need to be developed, or if the Commonwealth has an internal or alternate source of expertise for this kind of development.

If the Technical Instructions are not developed by the Contractor but the Contractor is responsible for maintaining Configuration Control, then appropriate Contractor action will be undertaken through the CM requirements of DSD-ENG-CM.

Due to their undefined scope, the development of Technical Instructions will often need to be performed as S&Q Services or by a CSC team, unless closely managed as part of the Recurring Services to ensure efficient utilisation of the personnel involved.

Related Clauses/Documents:

Draft SOW clause 9.2, Technical Data

DID-ENG-CEMP, DID-ENG-CMP and DID-SSM-SSMP

DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

6.2.7 System Safety Engineering

Status: Optional

Purpose: To identify the system-safety program requirements for the hardware and Software Products Being Supported.

Policy: *Work Health and Safety Regulations 2011 (Cth)*

MIL-STD-882E, *System Safety*

AAP 7001.054, *electronic Airworthiness Design Requirements Manual*

ANP 2200, *Navy Safety Management System*

ANP 3411-0101, *Naval Materiel Assurance Publication*

LMSM, *Land Materiel Safety Manual*

Guidance:

If the Contractor will not have system-level responsibilities, or will not otherwise be responsible for an ongoing system-safety program, then the clauses under clause 6.2.7 may be replaced with a single 'Not used'. Note that if this clause is not used the Contractor, through clause 3.6 of the SOW, is still required to cooperate and coordinate with, and provide safety-related information to, the Commonwealth or other Associated Party responsible for Materiel Safety.

Contractors are often not responsible for the management of Materiel Safety for every Product Being Supported (eg, S&TE provided as GFE). Clause 6.2.7.1 limits the system-safety activities to a subset of the Products covered by clause 6.1.1. Drafters will need to ensure that Annex A is also annotated accordingly.

Plans. Drafters may select Option A or Option B, from clauses 6.2.7.2 and 6.2.7.3, to identify the governing plan to be used for the ongoing system-safety program. Depending on program requirements, the management of Materiel Safety may be included within a stand-alone In-Service Materiel Safety Plan (IMSP) or rolled up into the CEMP. Drafters should review each DID and select the optional clause for the required plan.

Note that a SEMP, SWSP and an SWMP may also include details for Materiel Safety management that is specific to their scope. A dedicated system safety program plan for a Major Change (and subordinate to the SEMP) may also be requested as part of the ECP, through clause 6.2.5.

Clause 6.2.7.4 may be used to mandate or recommend particular safety standards to be tailored by the Contractor's plans for the conduct of the system-safety program, such as:

- a. MIL-STD-882E – *System Safety*;
- b. SAE ARP4754 – *Certification Considerations for Highly Integrated or Complex Aircraft Systems*; or
- c. DEF (AUST) 5679 – *Procurement of Computer-Based Safety Critical Systems*.

System certification requirements, for the applicable ADF regulatory / assurance framework, also provide direction and may be included in the subclause list.

Note that for work conducted in Australia, the Contractor must comply with the *Work Health and Safety Regulations 2011* (Cth), which effectively include system-safety through the legal obligation associated with the safety of Products. The *Work Health and Safety Act 2011* (Cth) is referenced through COC clause 12.4.

For aerospace contracts, the Defence Aviation Safety Regulations (DASR) provides direction for on-going airworthiness and certification requirements.

Consideration should be given to aligning the choice of general and Software specific safety standards with the Contractor's work practices. Software safety, including addressing the required integrity levels of Software, should be considered as part of an overall safety program. In the case of aircraft, the preferred Commonwealth standard is *RTCA/DO-178B (Software considerations in Airborne Systems and Equipment Certification)*. Assuring the required levels of Software integrity should be addressed in the SWSP and SWMP (for development).

Tenderers should also consider safety standards proposed in response to the Software support and system safety program requirements of TDR-F.

Clause 6.2.7.4 is used to list applicable documents for the management of Materiel Safety, including ADF regulatory / assurance framework documents. Application of these documents will be described in the Approved governing plan, and DID-ENG-IMSP requires the IMSP to refer to the documents listed in this clause.

Program. Clause 6.2.7.5 requires that Materiel Safety data be managed within the Contractor's engineering information system, which in most cases will incorporate

the CM database when CM Services are required under the Contract. Unless an alternative / bespoke system is required, this clause should not require amendment.

Clause 6.2.7.6 requires the Contractor coordinate the system-safety program activities with other activities under the Contract, such as design activities for Major Changes. Clause 6.2.7.7 identifies the activities of the on-going system-safety program. The subclause list may be tailored and expanded, as necessary.

Safety Case Report / Materiel Safety Assessment. Clauses 6.2.7.8 to 6.2.7.11 provide options for the development and provision of either a Safety Case Report (SCR) or a Materiel Safety Assessment (MSA). A safety case is a structured, comprehensive argument, supported by a body of evidence that demonstrates how safety risks have been identified, assessed, and eliminated or controlled for the life-cycle of the Materiel System. The evidence usually includes design, analysis and test data, hazard logs, and certification and compliance details – evidence which must be available to the Contractor if they are to prepare an SCR or MSA. This evidence is summarised and the Materiel Safety ‘argument’ is justified by the SCR. An MSA performs a similar function, but does not need to include details of the original system safety program that was undertaken during the development of the Products (and, therefore, may be prepared for off-the-shelf products where the history of the design program is not available).

An SCR may be prepared for complex Materiel Systems, whereas an MSA is more suited to less complex systems, equipment, or for subsystems installed onto larger systems (where the MSA adds information to the SCR for that larger system). An SCR may have already been prepared under a contract based on *ASDEFCON (Strategic Materiel)*, while an SCR or MSA may have been prepared under a contract based on *ASDEFCON (Complex Materiel) Volume 2*. In a support context, an SCR may be developed if the Contractor has system-level responsibilities, in which case Option A would be chosen (and Option B deleted). If an MSA would be more appropriate, because the Contract scope only applies to subsystems or other equipment, then Option B would be chosen (and Option A deleted).

An Authorised Engineering Organisation (AEO), Continuing Airworthiness Management Organisation (CAMO), or equivalent for a Materiel System, normally has responsibility for managing Materiel Safety in-service, but a Contractor (with related engineering responsibilities) may be tasked to provide the effort needed to develop the SCR or MSA (if one wasn't provided by the acquisition project). Once prepared, or if one already existed, the SCR or MSA can be maintained as part of the Materiel Safety information in the applicable Configuration Baseline. If the Contractor is to maintain this CM information (including the SCR or MSA) drafters should ensure that the relevant Materiel Safety baseline is listed in DSD-ENG-CM.

If the SCR or MSA exists but DSD-ENG-CM is not included in the Contract, and/or the baseline is maintained by Defence (or an Associated Party), then Option A or Option B may still be retained and amended to “further develop, deliver and update” the SCR or MSA, as applicable, if the level of effort is expected to be significant (eg, major modification programs are anticipated within the Term). If work to update the SCR or MSA will not be significant, and all necessary updates are obtainable through the Major Change requirements, then both options may be deleted.

The optional clauses recognise that the initial development of an SCR or MSA is a large activity that generally requires discrete funding, and is therefore managed as an S&Q Service. Alternatively, if the Contract includes a CSC, this could be undertaken as a CSC Task.

System-safety engineering should be undertaken as part of the Recurring Services to ensure that there is an ongoing commitment to this program. Nevertheless, specific safety-related activities identified, such as preparing the SCR or MSA, may be better managed as S&Q Services.

Related Clauses/Documents:

COC clause 12.4, Work Health and Safety

Draft SOW clause 3.6, Co-ordination and Co-operation

Draft SOW clause 12.3, Work Health and Safety

DSD-ENG-CM may specify the Configuration Baseline(s) to be used to manage Materiel Safety.

DSD-ENG-SEC, System Security Services, for security risks related to safety-critical systems.

DID-ENG-IMSP, DID-ENG-CEMP, DID-SSM-SSMP and DID-ILS-SW-SWSP

DID-SSM-HSMP for a Health and Safety Management Plan, or DID-SSM-SSMP, include requirements for WHS management of work performed under the Contract.

DID-ENG-CEMP, DID-ENG-MGT-SEMP-2, DID-ILS-SW-SWSP and DID-ENG-SW-SWMP, which may include aspects of the systems-safety program related to ECPs.

DID-ENG-SOL-SCR, which specifies requirements for a Safety Case Report. This DID is sourced from the *ASDEFCON (Strategic Materiel)* templates.

DID-ENG-SOL-MSA, which specifies requirements for a Materiel Safety Assessment. This DID is sourced from the *ASDEFCON (Complex Materiel) Volume 2* templates.

Optional Clauses: None

6.2.8 Supportability and Engineering Analyses

Status: Optional

Purpose: To require the data collection needed to enable Supportability and engineering analyses and, optionally, to task the Contractor to undertake the Supportability and engineering analyses.

Policy: DEF(AUST) 5691, *Logistic Support Analysis*
 DEF(AUST) 5692, *ADO Requirements for a Logistic Support Analysis Record*
 MIL-STD-1390D, *Repair Level Analysis*
 MIL-STD-1629, *Failure Mode Effects and Criticality Analysis*
 MIL-STD-2173, *Reliability Centered Maintenance*

Guidance: This clause allows the Contractor to be tasked with the collection of data needed to support various Supportability and specialty engineering analyses; and / or to then be tasked to perform the analyses. The need for these Services and suitability for the Contractor to provide them will need to be considered carefully before including these clauses. Analysis tasks may include monitoring component Reliability and Maintainability characteristics, ongoing updates to the LSAR, re-assessing RCM for changes to servicing schedules, cost modelling (which requires input of Commonwealth costs), and other trade studies or trade-off analyses. If the Contractor is to maintain the Logistic Support Analysis Record (LSAR), perform maintenance analyses, or update the cost model for TCO (refer SOW clause 13.4), then the Contractor will either need to be responsible for all aspects of the Products Being Supported (eg, the whole Mission System) and / or have additional information provided to address Defence activities and their costs. Sometimes the SPO will need to receive the relevant data from the Contractor, and then perform these analyses itself.

If sufficient data cannot be collected by the SPO through standard engineering, maintenance, and supply reporting systems, and if not requested as Other Performance Measures (OPMs) in Attachment Q, then additional data will need to be collected and provided by the Contractor. If there is no need to collect additional data, then the first subclause may be deleted and CDRL Line Number ENG-200 should also be deleted. If additional data needs to be collected, drafters and / or SPO staff will need to define the data elements to be collected, and create a DID to request that data through CDRL Line Number ENG-200.

If drafters / SPO staff also require the Contractor to undertake applicable analyses using that data, then the optional clauses should be considered. If the SPO will undertake all of the applicable analyses, then neither option may be required.

If required, drafters will need to select whether analysis will be conducted as a Recurring Service or as an S&Q Service, or a combination of both. If a Recurring Service, drafters will need to prepare an annex defining the analysis requirements and applicable references. If an S&Q Service, these requirements will need to be prepared during the Term and managed under S&Q Orders. The applicable approach, including the possibility of using both options, will need to be selected. The 'Supportability Trade Study Request' annex of *ASDEFCON (Strategic Materiel)* may be of some use to drafters developing annexes to describe analysis requirements.

If neither data collection nor analyses are required, then all subclauses may be deleted and replaced with a single 'Not used'.

Related Clauses/Documents:

Clause 6.2.9, Life Cycle Costing Analysis

Draft SOW 13.3, Identifying, Analysing and Implementing Efficiencies

Draft SOW clause 13.4, Cost Modelling

DSD-SUP-SERV, Support System Supportability Analysis clause

DSD-SUP-SACC, Stock Assessment clause

Optional Clauses: None

6.2.9 Life Cycle Costing Analysis

Status: Optional

Purpose: To identify the requirement to task the Contractor to undertake specific LCCA activities.

Policy: DEFLOGMAN Part 2, Volume 10, Chapter 16, *Life Cycle Costing Analysis*

Guidance: This optional clause allows the Commonwealth to task the Contractor to undertake LCCA in conjunction with other activities (eg, development of a Major Change or undertaking supportability analyses). Drafters should note that the Cost Modelling clause in the SOW (clause 13.4) requires the Contractor to maintain the baseline LCC/TCO model, and to prepare cost estimates when analysing Efficiencies.

The need for the Contractor to perform these tasks will need to be considered carefully. If the Contractor is to undertake LCCA, then the Contractor will need to be responsible for the whole Mission System or have additional data provided to it regarding Defence activities and costs. Sometimes a SPO will just need the relevant data collected by the Contractor, and then perform the analyses itself.

This clause contains an option to specify that the information to be provided to the Commonwealth (as a report or both a report and the LCC model data) be prepared in accordance with a DID and the CDRL. Drafters will need to develop the DID to define the report and if it is to include a copy of the LCC model data files. DID-PM-LCC-LCCRM, from *ASDEFCON (Strategic Materiel)*, may provide ideas but as there is a considerable difference between developing an LCC model during acquisition and maintaining one in-service, this DID is generally not suitable here. Drafters must also insert delivery details into the CDRL, as this LCCA is conducted to evaluate a particular change or modification the delivery of the data item would be event-based (ie, 'as per the S&Q Order'). If this option for LCCA is not required, the optional clause should be deleted.

The standard clauses included in the template have been established so that LCCA activities are conducted as S&Q Services; however, if continuous work is expected (separate to SOW clause 13.4), then a Recurring Services or the use of a CSC should be considered in order to sustain expertise. Drafters will need to carefully

consider the approach when developing the pricing schedules and allocating work between Recurring Services, Task-Priced Services and S&Q Services.

If LCCA is not required, the clauses may be replaced with a single 'Not used'.

Related Clauses/Documents:

Clause 6.2.8, Supportability and Engineering Analyses

Draft SOW clause 13.4, Cost Modelling

Optional Clauses: None

6.2.10 Conduct of System Reviews

Status: Optional

Purpose: To provide the framework within which System Reviews, including Mandated System Reviews and Internal System Reviews, will be conducted.

Policy: DMH(ENG) 12-2-001, *Defence Materiel System Review Guide*

Guidance: This clause is optional but should be considered for all support contracts where significant developmental activities could occur. The clause is generally included or deleted based on the inclusion of clause 6.2.5, Developmental Activities for Major Changes, DSD-ENG-CM clause 6.2.7, Configuration Audits, and DSD-TNG-TMS clause 6.2.5, Mandated System Reviews for Training Development.

A System Review is defined as 'an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements'.

A Mandated System Review means a System Review that is mandated by the Commonwealth – the individual reviews required for each Major Change are determined and Approved in the applicable work plans for that Major Change.

An Internal System Review means a System Review, other than a Mandated System Review, that the Contractor or Subcontractor conducts as part of the program of activities for the Contract.

Optional clauses are included for the Commonwealth to attend the Contractor's Internal System Reviews and / or to receive copies of the outcomes (eg, Minutes including action items and decisions, the issues register and other documents). Drafters should include these optional clauses as required, noting that scoping an S&Q Services request, or approving a work plan, can remove these requirements from an individual development task when they are not required.

No payment framework is included with these clauses because they do not come into effect unless a System Review is required for a Major Change or through another DSD (eg, Functional and Physical Configuration Audits in DSD-ENG-CM or Training-development reviews in DSD-TNG-TMS). When these System Reviews are required to occur under the Contract, the associated payment provisions would be enacted along with the specific reviews.

Related Clauses/Documents:

Clause 6.2.5, Developmental Activities for Major Changes

DSD-ENG-CM, Configuration Management Services

DSD-ENG-SEC, System Security Services

DSD-ENG-SW, Software Support Services

DSD-TNG-TMS, Training Materials Support Services

DID-ENG-CEMP

DID-ENG-CMP

DID-PM-MEET-AGENDA and DID-PM-MEET-MINUTES

DID-ENG-MGT-SEMP-2 and DID-ILS-MGT-ISP-2 (from *ASDEFCON (Complex Materiel) Volume 2*)

Optional Clauses: None

6.2.11 Use of Commonwealth Engineering Support Facility

Status: Optional

Purpose: To require the Contractor to use a Commonwealth provided Engineering Support facility.

Policy: Nil

Guidance: For security or strategic reasons such as the ownership of Intellectual Property, knowledge retention for unique technologies, the ability to re-compete Services, or for development control over bespoke Software, the Contractor and Subcontractors may be required to use a Commonwealth Engineering Support facility when performing the Services. In different circumstances, this kind of facility may be called the '[...Mission System...] engineering facility', 'integrated hardware and Software development and test facility', 'Software support facility', or by another name.

The Commonwealth's Engineering Support facility(ies), may have been established under the Contract (Acquisition) or a preceding Contract (Support) that included significant hardware and/or Software design and development – this Contract does not include the establishment of such facility(ies).

If a Commonwealth Engineering Support facility is not applicable then clauses below the heading clause 6.2.11 may be replaced with a single 'Not used'.

When a Commonwealth Engineering Support facility is to be used, clause 6.2.11 is to be further developed by the drafter and identify the specific facility(ies). The clauses refer to GFE, which must be identified in Attachment E, and GFF detailed at Attachment O. GFS may also be applicable to the facility(ies).

Considerations for the further development of this clause include:

- a. further definition of the Services to be undertaken in the facility (eg, if used for all hardware and Software Products or only a subset thereof, and/or will it be used for all Engineering Services or only a subset such as integration testing and some Verification and Validation), and if Annex A to the SOW is tailored to group Software Products for different Services;
- b. if there is more than one facility, how each facility is identified (clause 6.2.11.1) and the scope of Services in each (clause 6.2.11.2);
- c. any constraints or conditions (not covered by the GFF Licence) associated with access to the facility (eg, use of access passes and the hours of operation);
- d. requirements for Commonwealth access to the GFF when occupied by the Contractor (if not covered by the GFF Licence);
- e. whether or not the Commonwealth wishes to embed staff within the facility for the purposes of training and technical mastery (ie, MRU);
- f. whether the facility is to be shared with Commonwealth Personnel or other Associated Parties performing other tasks related to the Products; and
- g. whether the Contractor will be responsible for updating the GFE (eg, update the development environment equipment to maintain configuration with the modified Products), consistent with the tailoring of SOW clause 9.3.

Drafters are to further develop this clause based on the above considerations and ensure that related parts of the Contract are updated accordingly.

Related Clauses/ Documents:

Attachment E, GFM and GFS

Attachment O, Government Furnished Facilities Licence

Draft SOW Clause 9, Support Resources
SOW Annex A, Products Being Supported

Optional Clauses: None

6.2.12 Research and Development

Status: Optional

Purpose: To require the Contractor to undertake or sponsor research and development (R&D) activities in relation to the Capability or Capabilities to which the Products Being Supported relate.

Policy: This R&D program is an extension of the Australian Industry Capability (AIC) program. Refer to the AIC policy references in respect of clause 10 of the SOW.

Guidance: R&D is an optional clause, implemented in order to promote and develop R&D capabilities within Australian Industry that will enable the enhancement and on-going capabilities of the Products Being Supported and the Capability or Capabilities to which these Products relate, while also contributing to the achievement of the AIC Objectives. Clause 6.2.12.1 provides a generic set of objectives for this requirement, which may need to be modified to address the specific R&D objectives for the Contract.

The clause has two separate aspects to it, namely:

- a. those R&D activities that the Commonwealth wishes to pursue from the commencement of the Contract; and
- b. a framework to promote and pursue R&D opportunities that may arise during the Term.

The R&D activities included in Contract scope are defined in Annex A to this DSD (to be developed by the drafter), which would include (for example):

- a. the identification of the specific outcomes being sought;
- b. any background information or parallel activities being undertaken by, for example, Defence Science and Technology Group (DSTG) that help set the scene and define the scope for the activity;
- c. any planning or reporting requirements (eg, a standalone plan for the specific R&D activity);
- d. requirements for the involvement of other parties, such as academia, DSTG, Commonwealth Scientific and Industrial Research Organisation (CSIRO), other Commonwealth agencies, and state governments;
- e. any specific work requirements, such as for the development of prototypes or for trialling and testing on or with Defence systems;
- f. (optionally) any off-ramps, so that it is clear, for example, the conditions under which the Commonwealth would no longer wish to pursue the R&D activity; and
- g. any other matters to ensure that the nature and scope of the R&D activity is clear.

If there are R&D activities that the Capability Manager wishes to address from the commencement of the Contract, drafters need to develop separate annexes for each specific R&D activity so that these requirements can be included in the tendered price. These R&D activities would be undertaken as Recurring Services.

Drafters should also include specific requirements in the applicable annex to the COT to ensure that the nature and scope of each tenderer's proposal against these requirements is clear, including any limitations or constraints (eg, arising out of Intellectual Property (IP) considerations).

Drafters should also include the optional clauses if the Capability Manager wishes to pursue R&D opportunities under the Contract, which could occur, for example, when

there is a need to pursue some form of technology evolution program or Navy's "evergreening" concepts. These R&D opportunities may be undertaken either through a CCP or as an S&Q Service (noting that S&Q Services can be performed by a CSC when that module is included in the draft Contract).

Implementation of R&D outcomes, when a potential design solution has been developed to a sufficient level of definition and maturity, is managed via existing DSD clauses for implementing engineering changes.

R&D activities are likely to have commercial sensitivities, and commercial advice should be sought when including these clauses, particularly in relation to IP rights and arrangements, possible Commonwealth TD and Commonwealth Software, licences to commercialise, and any requirements for third party agreements / deeds.

Related Clauses/ Documents:

Attachment F, Australian Industry Capability
 Draft COC clause 5, Technical Data, Software and Contract Material
 Draft SOW clauses 5.2 and 5.3, for reporting and reviews
 Draft SOW clause 10, Australian Industry Capability
 DID-ENG-CEMP
 DID-SSM-AICP
 DID-SSM-CSSR

Optional Clauses: None

1.1 Reliability Program and Updates to Maintenance Requirements

Status: Optional. Applicable to aircraft (Mission System level) support contracts where the Contractor will be required to perform on-going reliability and Maintenance analyses.

Purpose: To require the Contractor to conduct reliability and Maintenance Requirements Determination programs in order to support continuing airworthiness and to provide the information required for improvement of the Maintenance program.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 14, *Materiel Reliability, Availability and Maintainability Policy*

ADO Reliability, Availability and Maintainability Manual (RAMMAN)

Guidance: Optional clauses (below) have been drafted for contracts providing Mission System level support for an aircraft fleet. These clauses may be adapted to maritime vessels, land vehicles, and other systems where whole-of-system reliability and maintenance are to be analysed.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add the clauses to the end of the DSD to avoid cross-reference errors).

The optional clauses describe a four-part process, resulting in the update of the Aircraft Maintenance Programme, to improve the effectiveness (including Materiel Safety outcomes) and efficiency of Maintenance. All four steps may be included in the draft Contract or, after a particular point in the process, the work may transfer to the SPO (to Defence personnel or a specialist Commonwealth Service Provider). The four-part process includes the:

- a. **Reliability Program**, to monitor and review the on-going reliability of the system, Defect investigations and system safety program inputs;
- b. **Maintenance Requirements Determination (MRD)**, to review and undertake Failure Mode Effects and Criticality Analysis (FMECA) when required, Reliability Centred Maintenance (RCM) analysis, and to report the findings;

- c. **Analyse and Review the Maintenance Program**, using FMECA and RCM results and any inputs from the system safety program, to assess the effectiveness (and efficiency) of the current Maintenance program plan (eg, an Aircraft Maintenance Programme (AMP)), and to report the findings, including any proposed changes; and
- d. **Update the Maintenance Program**, by drafting updates to the Maintenance program plan (eg, the AMP) for approval by the applicable authority (eg, the DASA), and implementing approved changes to the Maintenance program plan, the Maintenance Management System, and related Technical Data.

If these optional clauses are included, drafters should delete 'Maintenance interval extension' and 'Maintenance Requirements Determination' from clause 6.2.3.2, Engineering Investigations, or limit these to non-Mission System investigations, in order to avoid overlap with this clause.

The Mission System's Maintenance program would have been defined as an outcome of the system development program and Logistic Support Analysis (LSA) activities. Due to the need to use comparative techniques to predict system and component reliability, and potential changes in use and environment once in-service, reliability factors and resulting Maintenance programs are revisited using in-service data. Most of this activity is focused on scheduled Maintenance, for safety and efficiency, with intervals determined using RCM. FMECA is also used to analyse more frequent defects and unanticipated failure modes, which can result in new Preventive Maintenance activities being scheduled in order to avoid failures with an adverse effect on safety, system availability, or high Corrective Maintenance costs. Once determined, improvements to the Maintenance program are incorporated through the system-level Maintenance plans, Maintenance Management Systems, and related Technical Data.

Reliability Program. Drafters are to insert references to a standard or regulatory / assurance document, as applicable. Drafters also need to insert the name of the Mission System / fleet and identify which subsystems are to be covered by the reliability program (eg, just airframes, all subsystems, or some of the engines, airframe structures, hydraulics, power and avionics systems, etc).

If the Mission System has a 'health and usage monitoring system' or other condition based monitoring system, then the clauses should be amended to include this system as a source of analysis data.

Maintenance Requirements Determination. Drafters are to insert the name of the Mission System / fleet, and references to a regulatory / assurance document, a SPO QMS or other procedure, and military / commercial standards, as applicable.

Different standards may have been applied to the FMECA and RCM analysis for the development of the system. For aircraft, a Maintenance Steering Group III (MSG3) logic is usually applied. The analysis of updates for Maintenance should follow the same or a compatible standard, noting that different standards (eg, for RCM) include specific logic / decision trees and there can be benefits in a consistent approach.

Drafters need to consider how the results of the analysis are to be provided to the Commonwealth. Option A or B (in the option boxes) may be selected depending on whether data entry directly into the Commonwealth's LSAR or other systems is required, or if a separate report is to be prepared.

Option A requires the Contractor to update the LSAR, or similar system, with analysis results. This can usually be achieved with a compatible LSAR data transfer file or by providing the Contractor with access to a Defence system. The optional clause should be expanded to identify the method for providing the data. For example: 'by providing a DEF(AUST)5692 compatible transfer file' or 'by data entry into the Commonwealth [...INSERT NAME OF LSAR...] system'.

Option B requires a DID to be developed to define the contents and required delivery details for the analysis results (with a matching clause and CDRL entry). Note that requirements for an RCM report are included in Appendix I to DASR AMC M.A.302.

Analyse and Review the Maintenance Program. Drafters are to insert the name of the Mission System / fleet, and references to a regulatory / assurance document, a SPO QMS or other procedure, as applicable.

Drafters should also review, and amend if applicable, the reporting requirements at draft clause 1.1.3.2. Option A or B (in the option boxes) may be selected depending on whether a specific DID for the report will be developed by the drafter. If a DID is developed, a matching CDRL entry will be required.

Update the Maintenance Program. An update to the Maintenance program requires the approval of the applicable authority (eg, the Defence Aviation Safety Authority (DASA)). This clause may be included when the Contractor is to prepare and subsequently action changes to the Maintenance program planning documents.

Where the actions under this clause require access to a Commonwealth ICT system, the drafter needs to ensure that the required system is included under clause 6.2.2.

Other considerations. As an on-going program with a consistent level of effort, or when included with other Engineering Services, it is expected that the work required by the clauses can be included in the draft Contract as a Recurring Service. If the work is only expected to occur on an intermittent basis (eg, a review every few years) then these may need to be identified as S&Q Services (noting that S&Q Services can be performed by a CSC when that module is included in the draft Contract).

For this level of engineering analyses, a CEMP should be required by the draft Contract, rather than have engineering planning 'rolled-up' into the SSMP.

Related Clauses:

Clause 6.2.2, Engineering Information System

Clause 6.2.3, Engineering Investigations

DSD-MNT-MGT, Requirements for the management of Maintenance Services

Optional Clauses:

Note to drafters: Amend the following clauses to match the scope of activities to be allocated to the Contractor versus those performed by the SPO.

1.1.1 Reliability Program

1.1.1.1 The Contractor shall conduct a reliability program in accordance with the Approved CEMP, meeting the requirements of [...EG, SPO / CAMO PROCEDURE OR DASR M.A.302(f)...], for the [...INSERT MISSION SYSTEM...], which includes the [...INSERT APPLICABLE SUB-SYSTEMS...].

1.1.1.2 The Contractor shall conduct a reliability program for the [...INSERT MISSION SYSTEM...] that:

- a. collects and analyses reliability and maintainability data including; failure rates, Defect investigation results, structural fatigue and ageing systems data, use and monitoring systems data, unscheduled shut downs, unscheduled removals, no-fault-found rates, as applicable to the system being analysed;
- b. analyses manufacturer bulletins, directives from regulators and other notices which may include updates to reliability data and/or Maintenance requirements;
- c. integrates applicable results from the System Safety Engineering program under clause 6.2.7 and Engineering Investigations under clause 6.2.3; and
- d. analyses the effects of proposed changes to the configuration, ROE and operating environment, as applicable.

1.1.2 Maintenance Requirements Determination

1.1.2.1 The Contractor shall use outputs of the reliability program under clause 1.1.1.2 to inform the Maintenance Requirements Determination (MRD) program (including Failure Mode Effects and Criticality Analysis (FMECA) and Reliability Centred Maintenance (RCM) analyses), in order to analyse the Maintenance requirements for the [...INSERT MISSION SYSTEM...] in accordance with:

- a. [...INSERT REFERENCE TO APPLICABLE STANDARD (EG. FOR RCM)...]; and
- b. [...INSERT SPO / CAMO PROCEDURE / INSTRUCTION...].

1.1.2.2 The Contractor shall report its findings from the MRD analyses program under clause 1.1.2.1 as part of the Engineering Services reporting required by SOW clause 5.2.

Option A: For when the Contractor is maintaining in-service reliability data in a Logistic Support Analysis Record (LSAR) or similar. Add to the clause if required to specify a data transfer standard or data entry method.

1.1.2.3 The Contractor shall update the [...INSERT NAME FOR SYSTEM DATABASE / LSAR / OTHER...] with applicable results from the reliability program.

Option B: Include and amend this clause if a DID will be developed to specify the contents of the required report.

1.1.2.4 The Contractor shall develop, deliver and update a [...INSERT NAME, EG, 'MRD Report'...] in accordance with CDRL Line Number ENG-[...INSERT NUMBER...].

1.1.3 Analyse and Review the Maintenance Program

1.1.3.1 The Contractor shall use the results of the reliability program and MRD analyses to review the effectiveness and efficiency of the [...INSERT MISSION SYSTEM...] Maintenance program in accordance with:

- a. [...INSERT APPLICABLE REGULATION / ASSURANCE REFERENCE EG: DASR M.A.302(g)...]; and
- b. [...INSERT SPO / CAMO PROCEDURE / INSTRUCTION...].

Option A: Include this clause to define reporting requirements when a specific DID will not be developed. Amend the clause as necessary to capture the broad scope of the report.

1.1.3.2 The Contractor shall develop and deliver to the Commonwealth Representative, for Approval, a report on the review of the [...INSERT MISSION SYSTEM...] MRD program analysis undertaken in accordance with clause 1.1.2, that includes:

- a. a summary of the analysis and review activities undertaken;
- b. details of any recommended changes to scheduled Maintenance activities and also for those Maintenance activities analysed where no change is recommended;
- c. a risk assessment for each 'change' and 'no change' recommendation, as applicable, for the scheduled Maintenance activities analysed;
- d. draft updates to the [...INSERT MISSION SYSTEM...] Maintenance program for each recommended change; and
- e. if applicable, draft updates for affected Maintenance manuals (eg, for new or changed inspection procedures).

Option B: Include and amend this clause if a DID will be developed to specify the contents of the required report.

1.1.3.3 The Contractor shall develop, deliver and update a [...INSERT NAME, EG, 'Maintenance Program Review Report'...] in accordance with CDRL Line Number ENG-[...INSERT NUMBER...].

1.1.4 Update the Maintenance Program

1.1.4.1 The Contractor shall, when requested by the Commonwealth Representative and using the results of the analysis required by clause 1.1.3, develop and deliver to the [...CAM / CLEO / Other...] proposed updates to the [...INSERT MISSION SYSTEM...] Maintenance program, for submission to the [...DASA / NMSwAA / DTR-A / other authority...].

1.1.4.2 When requested by the Commonwealth Representative, following approval by the [...DASA / NMSwAA / DTR-A / other authority...] of changes to the [...INSERT MISSION SYSTEM...] Maintenance program, the Contractor shall, as applicable:

Note to drafters: Amend the following list of activities as applicable to the update requirements.

- a. update the Electronic Planned Servicing Schedule within the [...INSERT NAME OF MAINTENANANCE MANAGEMENT SYSTEM...];
- b. update the [...INSERT NAME OF SYSTEM DATABASE / LSAR / OTHER...];
- c. update affected Maintenance manuals, in accordance with clause 9.2 of the SOW;
- d. deliver proposed updates, for Approval, for changes to the schedule of planned Maintenance servicings required by clause 6.2.3 of DSD-MNT-MGT; and
- e. prepare a CCP to address changes to the Contract that result from changes to the planned Maintenance servicings and any other Maintenance Services affected.

DETAILED SERVICE DESCRIPTION

1. DSD NUMBER: DSD-ENG-SERV-V5.2

2. TITLE: ROUTINE ENGINEERING SERVICES

3. DESCRIPTION AND INTENDED USE

3.1 This DSD identifies the routine Engineering Services required to be provided by the Contractor to support the Products identified at Annex A to the SOW.

Note to drafters: If Engineering Services are not subject to an ADF regulatory / assurance framework then the following clause may be deleted or amended. Otherwise, amend as appropriate for the ADF regulatory / assurance framework.

3.2 The requirements of this DSD, including as applicable to related DSDs, require an exact and well-ordered approach to the management and provision of all Engineering Services, which is intended to:

- a. ensure the Materiel Safety of the Products Being Supported;
- b. for Contractor responsibilities commensurate with the Engineering Services, demonstrate compliance with applicable legislative requirements and the [... INSERT ADF REGULATORY / ASSURANCE FRAMEWORK ...];
- c. contribute to the governance of the Mission System, by prioritising the achievement of life-of-type outcomes for safety and capability; and
- d. ensure the integrity and accountability of engineering decision-making processes.

Note to drafters: Amend the following subclauses to align with the DSD's scope of work.

3.3 This DSD is intended to be the head or lead DSD for Engineering Support, and is applicable where the Contractor is required to provide routine Engineering Services, such as:

- a. engineering management, administration and reporting;
- b. use of an engineering information system;
- c. conducting engineering investigations;
- d. analysing change requests;
- e. conducting developmental activities for Major Changes;
- f. developing Technical Instructions;
- g. conducting system-safety engineering;
- h. conducting supportability and engineering analyses;
- i. conducting Life Cycle Costing Analyses; and
- j. conducting System Reviews.

4. INTER-RELATIONSHIPS

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with the Engineering Services defined in the Engineering Support requirements of the SOW and the related DSDs.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to routine Engineering Services). Do not include reference to Defence policy (eg, DEFLOGMAN) unless the obligations for contractors

are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

| | |
|---------------|--|
| AAP 6734.001 | <i>Defence Aviation Safety Manual</i> |
| AAP 7001.054 | <i>electronic Airworthiness Design Requirements Manual</i> |
| AAP 8000.011 | <i>Defence Aviation Safety Regulations (DASR)</i> |
| LMSM | <i>Land Materiel Safety Manual</i> |
| ANP 2200 | <i>Navy Safety Management System</i> |
| ANP 3411-0101 | <i>Naval Materiel Assurance Publication</i> |

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope

Note to drafters: Amend the following clause to align with the Products that will be supported by the scope of Engineering Services required under the Contract.

6.1.1.1 The Contractor shall provide routine Engineering Services, as described in this DSD, for the following types of Products listed in Annex A to the SOW for which the Contractor is annotated as having engineering responsibilities:

- a. Mission System(s);
- b. Repairable Items;
- c. Non-Repairable Items;
- d. Software; and
- e. Technical Data.

6.2 Services

6.2.1 Engineering Management, Administration and Reporting

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide Engineering Services in accordance with:

- a. the applicable documents listed in clause 5 of this DSD; and
- b. the technical manuals for the Products specified at clause 6.1.1.1 of this DSD.

6.2.1.2 The Contractor shall undertake all engineering administrative actions necessary to ensure that the correct engineering-related recording and reporting processes have been followed in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...] and [...INSERT REFERENCES TO THE RELEVANT DOCUMENT(S)...].

6.2.1.3 The Contractor shall maintain a schedule of known Engineering Services, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.4 The Contractor shall provide a copy of the Contractor's Engineering schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Engineering Information System

Note to drafters: Omit clause if not required, and mark as 'Not used'. If included, amend clause 6.2.2.1 to scope the applicable functions. Add references to Defence procedures if applicable.

6.2.2.1 The Contractor shall use an engineering information system, in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...], for the Products specified in clause 6.1.1.1 to:

- a. manage inputs and outputs of process tasks;
- b. record and provide traceability to engineering decisions;
- c. record details of engineering authority and delegations; and
- d. store or record the reference to engineering documents, drawings, and reports.

6.2.2.2 The Contractor shall ensure that Engineering Services undertaken by Subcontractors, for the Products specified in clause 6.1.1.1, are entered into the Defence or Contractor engineering information system, as applicable, for those functions identified in clause 6.2.2.1.

Note to drafters: *Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence engineering information system. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).*

The note to tenderers below is included to advise tenderers of the forthcoming change to the Defence ERP System. If, as part of the Defence ERP System, the engineering information system function will be available before OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years. References to the [...INSERT NAME OF SYSTEM...] below should be considered as references to the Defence ERP System, used to perform the relevant functions.

Changes to the draft Contract, for the Defence ERP System, will be included in negotiations for any resultant Contract. If the relevant Defence ERP System functions have not been implemented by ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

Option A: *For when the Contractor will be provided on-line access to a Defence engineering information system, the name of the system is to be inserted into the clauses below.*

6.2.2.3 The Commonwealth shall provide the Contractor with on-line access to the Defence engineering information system, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.2.1 for this Contract.

Option A-1: *For when the Contractor will be provided with hardware and Software for a Defence engineering information system.*

6.2.2.4 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: *For when the Contractor will share access to a Defence engineering information system.*

6.2.2.5 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence engineering information system but will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements may need to be developed and clause 6.2.2.8 modified to incorporate the appropriate CDRL reference.

- 6.2.2.6** The Contractor shall implement an engineering information system to meet the requirements of clause 6.2.2.1.
- 6.2.2.7** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's engineering information system for the duration of the Contract.
- 6.2.2.8** The Contractor shall develop, deliver and update engineering management, administration and reporting data, for entry into the Defence engineering information system, in accordance with CDRL Line Number ENG-[...INSERT CDRL LINE NUMBER...].

6.2.3 Engineering Investigations

Note to drafters: Initial Defect investigations, Maintenance incident investigations and Maintenance research are included in DSD-MNT-MGT. This clause provides for engineering investigations, which may include follow-up activities from those Maintenance investigations. Drafters should tailor the clause to meet the specific requirements of the Contract.

The following clauses assume that the engineering investigations under clause 6.2.3.1 are included as part of the Recurring Services, while the engineering investigations under clauses 6.2.3.2 and 6.2.3.3 are undertaken as S&Q Services. Drafters may need to amend the following clauses to take into account any required changes to these arrangements, including in this clause and elsewhere in this and related DSDs.

- 6.2.3.1** The Contractor shall conduct engineering investigations and related technical research, which are required or appropriate to:
- a. maintain the function and performance of the Products Being Supported and the Product-related Other Performance Measures;

Note to drafters: ADF regulatory / assurance framework requirements are defined under SOW clause 5.4. Drafters may amend the following subclause to ensure that it integrates with that clause.

- b. perform its responsibilities under the ADF regulatory / assurance framework, as specified under clause 5.4 of the SOW;
 - c. maintain Materiel Safety in relation to the Products Being Supported;
 - d. address security vulnerabilities identified in the Products Being Supported;
 - e. support the provision of Maintenance Services;
 - f. support the provision of Configuration Management Services;
 - g. support the analysis and rectification of Defects (including Latent Defects) requiring rectification under the Contract; and
 - h. analyse fault-reporting and corrective-action data, availability data, and reliability and failure trends to identify candidate Products and processes for improvement.
- 6.2.3.2** When requested by the Commonwealth in writing, the Contractor shall undertake engineering investigations and related technical research into various issues for which the Contractor has technical capability and expertise, including:

Note to drafters: The following list may need to be amended, where there are other tasks are expected to be outside the scope of the Contractor's responsibilities. Additionally, the list may also need to be amended if any of the identified tasks are included within Recurring Services.

- a. detailed investigation of Defects, where the Commonwealth requires more detailed investigation than would otherwise be required to support the rectification of the Defects under clause 6.2.3.1g;
- b. parts substitution;

- c. Maintenance interval extension;
- d. Maintenance Requirements Determination;
- e. development of alternate or supplementary operating, Maintenance, and supply procedures;
- f. development of Deviations; and
- g. development of publication amendment proposals.

6.2.3.3 The Contractor shall raise requests for engineering investigations, which would not otherwise be required under clause 6.2.3.1, based on its engineering judgement of the results of:

- a. Technical Data reviews;
- b. Obsolescence issues;
- c. Configuration Management Services;
- d. publications management; and
- e. Maintenance analyses.

6.2.3.4 An engineering investigation request raised by either party shall detail:

- a. the scope and objectives of the engineering investigation;
- b. the estimated duration;

Note to drafters: The following reference to a format may be amended to refer to a CDRL Line Number, if a DID has been developed for this type of reporting.

- c. the reporting requirements, including report format;
- d. any deliverables in addition to the reporting requirements; and
- e. any other requirements applicable to the type of engineering investigation.

6.2.3.5 Subject to clause 6.2.3.1 and the funding arrangements under the Capability Innovations and Efficiencies Program, the Contractor shall undertake engineering investigations conducted in accordance with clauses 6.2.3.2 and 6.2.3.3 as S&Q Services.

6.2.3.6 The Contractor shall promptly undertake each engineering investigation, commensurate with the impact of the issue being investigated on Defence operations, other Contract work, the health and safety of personnel, and the environment.

6.2.3.7 On completion of an engineering investigation, the Contractor shall report its findings to the Commonwealth Representative within 10 Working Days (or other timeframe agreed between both parties), using the agreed report format from clause 6.2.3.4c.

6.2.3.8 Within 10 Working Days of receiving the engineering investigation report from the Contractor (or other timeframe advised by the Commonwealth Representative), the Commonwealth shall advise, in writing, whether or not:

- a. the report meets the requirements of clause 6.2.3.4; and
- b. any further action is required to be taken by the Contractor in relation to the engineering investigation.

6.2.3.9 The Contractor shall conduct all engineering investigations in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

6.2.4 Analysis of Change Requests

Note to drafters: Different ADF regulatory / assurance frameworks may use particular terminology for the analysis activity proposed under this clause 6.2.4. Tailor if required.

6.2.4.1 When requested by the Commonwealth Representative, in writing, the Contractor shall:

- a. analyse a request for an engineering change to determine whether or not the proposed change has merit before committing to the full developmental processes required under clause 6.2.5 of this DSD and DSD-ENG-CM; and

- b. provide a report to the Commonwealth within 20 Working Days of receiving the request (or other timeframe agreed between both parties commensurate with the implications for Defence operations, other Contract work, WHS and the environment) that provides the analysis of the costs, benefits and risks associated with the requested engineering change.

6.2.4.2 Unless otherwise specified by the Commonwealth Representative, the Contractor's analysis of an engineering change request shall provide sufficient detail for initial assessment of feasibility and importance and to ascertain the resources required for further development, including:

- a. the function and/or performance characteristic to be changed, improved, eliminated or added;
- b. the reason for and/or benefit to be achieved;
- c. the scope of the development task;
- d. alternative solutions/implementation strategies;
- e. risks to development, implementation and support;
- f. estimated costs and resource requirements, both for the implementation and net impact on ongoing support, including the tolerances associated with the cost and resource estimates;
- g. assessed criticality in relation to the impact on operations, safety and security (eg, does the requested change impact upon a Mission Critical Capability?);
- h. whether or not the requested change is assessed as a Major Change or a Minor Change in accordance with clause 6.2.5 of DSD-ENG-CM;
- i. assessed priority; and
- j. operational impact of either proceeding or not proceeding with the development of the change.

Note to drafters: Omit the following clause if not required.

6.2.4.3 The Contractor shall present the findings of its analysis activities to the Commonwealth's Configuration Control Board (CCB).

6.2.4.4 Subject to clause 6.2.4.5, the Contractor shall conduct analysis of change requests, which are requested by the Commonwealth Representative under this clause 6.2.4, as S&Q Services.

6.2.4.5 The Contractor shall undertake the analyses and provide the report required for the change request, even when analysis of a change request has been requested by the Commonwealth Representative under clause 6.2.4.1:

- a. if the change request relates to maintaining serviceability of Mission Systems and/or equipment, parts shortages, safety and/or regulatory requirements, including on-going ADF regulatory / assurance framework requirements; and
- b. within the Recurring Services Fee.

6.2.5 Developmental Activities for Major Changes

Note to drafters: Omit this clause if not required, and mark as 'Not used' (eg, if a separate DSD has been developed for the development of Major Changes).

Amend the following clauses to add any standing plans required for the development of Major Changes (eg, Software Management Plan (SWMP)). Alternatively, if all development activities can be adequately covered by the SSMP, the following clauses can be replaced with 'Not used'.

Drafters should be aware that other DSDs contain requirements related to Major Changes; refer to the clause guidance for details.

6.2.5.1 The Contractor shall develop, deliver and update the following plans to address the developmental activities for Major Changes:

- a. Systems Engineering Management Plan (SEMP) in accordance with CDRL Line Number ENG-650; and
- b. Integrated Support Plan (ISP) in accordance with CDRL Line Number ENG-660.

6.2.5.2 The Contractor shall conduct its activities for each Major Change in accordance with the:

- a. requirements of ANSI/EIA-632, 'Processes for Engineering a System', as tailored by the Approved SEM and Approved ISP; and
- b. Approved SEM, Approved ISP, and other applicable Approved plans for the Contract, as tailored by the Approved work plan (including any Approved supplementary management plans) for each Major Change.

6.2.5.3 The Contractor shall ensure that all Contractor and Subcontractor activities are consistent with the Approved work plan and Approved management plans for each Major Change.

6.2.5.4 The Contractor shall ensure that all Subcontractors develop, update and implement appropriate technical plans, commensurate with the scope of work for each Subcontractor, which results in an integrated and cost-effective technical effort in accordance with the Approved work plan and Approved management plans for the Major Change.

6.2.5.5 Subject to clause 6.2.5.7, the Contractor shall undertake the following activities for a Major Change as S&Q Services:

- a. except where otherwise specified in the Contract, all activities associated with the development of an Engineering Change Proposal (ECP) for a Major Change, including obtaining the necessary Commonwealth Approvals for the ECP; and
- b. implementation, Verification and Validation (V&V), and Configuration Audits of an Approved Major Change, including obtaining Acceptance from the Commonwealth Representative.

Note to drafters: Amend the following clause, as required to suit the general nature, scope and Product-specific or SPO-specific work requirements envisaged under the Contract.

6.2.5.6 The Contractor shall include in its work plan(s) for each Major Change, except where otherwise agreed in advance and in writing by the Commonwealth Representative:

- a. supplementary management plans, which are to be Approved by the Commonwealth Representative, that tailor the Approved SEM, Approved ISP and other applicable Contract plans (eg, Software Management Plan (SWMP)) to suit the particular requirements of the Major Change;
- b. a formalised systems-engineering program that is commensurate with the nature and scope of the Major Change, including, as applicable, requirements determination, design, development or modification, construction, V&V, delivery, installation, and Acceptance of the Product(s) to be changed;
- c. the identification, design, development or modification, construction, V&V, delivery, installation, and Acceptance for, as applicable, all Support Resources and Training required to operate and support the changed Product;
- d. the development, delivery and update of an ECP in accordance with CDRL Line Number ENG-760;
- e. the requirement for the Commonwealth Representative to Approve the specification and V&V requirements for the Major Change before any design work is undertaken;
- f. the requirement for the Contractor to present particular outcomes of its developmental activities to the Commonwealth's Configuration Control Board (CCB) at key points in the process (eg, after the Detailed Design Review), with the required outcomes to be defined by the Commonwealth Representative at least 10 Working Days prior to the CCB (or other timeframe agreed between both parties);
- g. the requirement for the Commonwealth Representative to Approve the requisite documentation for the Major Change before any Product is modified;

- h. all Mandated System Reviews (eg, Preliminary Design Review and Test Readiness Reviews) required by the Commonwealth Representative (which are to be conducted in accordance with clause 6.2.10);
- i. in relation to V&V for the Product(s), Support Resources and Training affected by the Major Change, the requirement for the Commonwealth Representative to:
 - (i) Approve the test plans and test procedures associated with all Acceptance V&V activities;
 - (ii) be invited to witness all Acceptance V&V activities;
 - (iii) witness all Acceptance V&V activities;
 - (iv) Approve the disposition of all failures that are assessed as significant by the Commonwealth Representative;
 - (v) Approve any regression testing; and
 - (vi) Approve all test reports from Acceptance V&V activities;
- j. in relation to implementation, the requirement for the Contractor to incorporate the Major Change into all affected Products and to implement all required changes to the Support System;
- k. the conduct of Configuration Audits in accordance with clause 6.2.7 of DSD-ENG-CM;

Note to drafters: Amend the following clause, as required. For example, appropriate wording might be, 'the processes and activities for Design (including design approval) and Certification, as specified in [...INSERT REFERENCE...]'.

- l. the processes and activities for [...INSERT APPLICABLE PROCESSES FROM THE RELEVANT MANUAL(S)...];

Note to drafters: Amend the following clause, as required by the applicable ADF regulatory / assurance framework requirements. Drafters should note that 'Modification Order' is a defined term and if using alternate wording in the following clause, the Glossary will require update.

- m. the development, delivery and update of one or more [...INSERT APPLICABLE DOCUMENT (EG, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...)] (as required) in accordance with [...INSERT APPLICABLE REFERENCE...];
- n. the development, delivery and update of a Design Certificate in accordance with CDRL Line Number ENG-130; and
- o. the updating of the CSA records for the Product(s) affected by the Major Change.

6.2.5.7 Subject to clause 6.2.5.8, the Contractor shall undertake the Major Change in accordance with clause 6.2.5.6 within the Recurring Services Fee if the Major Change:

- a. is required to be undertaken due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);
- b. is required to enable the Contractor to comply with the other provisions of the Contract, including provisions for Defects and Latent Defects;
- c. is already provided for through a Subcontract, product licensing or supplier support agreement;
- d. involves the replacement of a Stock Item with one that is form, fit and function compatible;
- e. is required to ensure that an RI is able to be made Serviceable;
- f. is required to maintain the availability of one or more of the major Products (ie, those Products that form the basis of the Capability);
- g. is required to ensure that the availability of one or more Products, to enable the ROE to be achieved;

- h. is required to address a safety or other issue that is assessed as mandatory by the OEM or for compliance with the ADF regulatory / assurance framework requirements for the system, subsystem or interface; or
- i. is required to address a security vulnerability identified in the Products Being Supported.

6.2.5.8 The Contractor shall undertake a Major Change to the major Products, which meets one or more of the criteria set out in clause 6.2.5.7, as an S&Q Service, if:

- a. the Commonwealth Representative (in its absolute discretion) agrees in writing to undertake the Major Change as an S&Q Service (eg, due to the significance of the proposed Major Change or the likely cost);
- b. the requirement for the Major Change arises due to a negligent act or omission of the Commonwealth;

Note to drafters: Add further exclusions to identify the types of Major Changes to be performed as S&Q Services. If unable able to identify all applicable exclusions, it may be appropriate to include a note to tenderers (here) requesting input on potential exclusions as part of tender responses.

Option: Consider including the following clause if the Contractor has a significant involvement in ensuring the availability of major Products (eg, Mission Systems).

- c. the Major Change involves [...INSERT APPLICABLE EXCLUSIONS (EG, 'structural changes to a Mission System'...)], which, for clarity, does not include Deviations; or
- d. [...INSERT APPLICABLE EXCLUSIONS...].

6.2.6 Technical Instruction Development

Note to drafters: Omit clause if not required, and mark as 'Not used'. If required, insert technical references and add these to the applicable documents also. Note that Technical Instructions may have different names under the differing domains. For example, Technical Instructions can embrace Special Technical Instructions (Aerospace), N4 Library Advice Notes (Maritime), and Electrical and Mechanical Engineering Instructions (Land). Under these circumstances, the following clause may be amended or the Glossary definitions for these terms could be amended (and the following clauses left as is).

Timescales for activities under this clause 6.2.6 have not been included. Drafters are to consider specifying timescales for the delivery in Clause 6.2.6.1 requirements or specify this level of detail when requesting clause 6.2.6.1 outcomes. If no timescales are to be included, clause 6.2.6.1 is to remain as stated.

6.2.6.1 When requested by the Commonwealth, in writing, the Contractor shall undertake the analysis, design, development and preparation effort required for draft Technical Instructions in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...] and the [...INSERT TECHNICAL REFERENCE...].

6.2.6.2 On completion of each draft Technical Instruction, the Contractor shall deliver to the Commonwealth Representative the draft Technical Instruction and (as applicable):

- a. all associated engineering drawings;
- b. draft publication amendments;
- c. parts and other cost estimates; and
- d. other applicable information.

Note to drafters: Amend the following clause to specify the particular document types that support the development of Technical Instructions, and insert the applicable references.

6.2.6.3 When applicable to the preparation of Technical Instructions, the Contractor shall produce the following document types in accordance with:

- a. for Technical Instructions, [...INSERT TECHNICAL REFERENCE...];
- b. for publication amendments, [...INSERT TECHNICAL REFERENCE...];

- c. for installation orders, [...INSERT TECHNICAL REFERENCE...]; and
- d. [...DRAFTER TO INSERT...].

6.2.6.4 Subject to clause 6.2.6.5, the Contractor shall develop Technical Instructions and other related documents under this clause 6.2.6 as S&Q Services.

6.2.6.5 The Contractor shall undertake the activities under this clause 6.2.6 for a Technical Instruction (including related documents) within the Recurring Services Fee, if the Technical Instruction is required:

- a. due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);
- b. to prevent injury to Personnel or the premature Failure of equipment associated with the operation and/or sustainment of the Products Being Supported;
- c. to prevent or minimise the likelihood of damage to the Products Being Supported or other equipment or facilities that has arisen or could arise due to deficient Technical Data provided by the Contractor (eg, Maintenance instructions);
- d. to prevent the improper operation of equipment due to a security vulnerability identified in the Products Being Supported; and
- e. to ensure that the Contractor complies with the Defect provisions of the Contract.

6.2.7 System Safety Engineering (Optional)

Note to drafters: Refer to the tailoring guidance for this clause. Drafters must consult with their ADF regulatory / assurance authority to determine specific requirements for this clause.

For this clause to function, drafters must ensure that the Products in Annex A to the SOW are appropriately annotated. Refer to the tailoring guidance for details.

6.2.7.1 The Contractor shall provide system-safety Engineering Services for the Products listed in Annex A to the SOW for which the Contractor is annotated as having a system-safety responsibility.

Note to drafters: Select from the following optional clauses for the governing plan for the system-safety program. Refer to tailoring guidance for further information.

Option A: For when a stand-alone In-Service Materiel Safety Plan (IMSP) is required:

6.2.7.2 The Contractor shall develop, deliver and update an In-service Materiel Safety Plan (IMSP) in accordance with CDRL Line Number ENG-700.

Option B: For when system-safety program planning is to be rolled up into the CEMP:

6.2.7.3 The Contractor shall address the system-safety program requirements within the CEMP.

Note to drafters: Select the applicable plan from the clause below to match the option selected above. References may include design and safety standards, ADF regulatory / assurance framework documents, related Defence system-safety program plans and the applicable Materiel Safety certification basis.

6.2.7.4 The Contractor shall conduct all ongoing system-safety program and related activities for the Contract, in accordance with the Approved [...INSERT 'IMSP' OR 'CEMP'...] and the following references:

- a. [... INSERT APPLICABLE STANDARD OR OTHER REFERENCE ...]; and
- b. [... INSERT APPLICABLE STANDARD OR OTHER REFERENCE ...].

6.2.7.5 The Contractor shall manage Materiel Safety data using the Engineering Information System required by clause 6.2.2.

Note to drafters: The following subclause list should be amended for the tailoring of the SOW and related DSDs for the scope of the applicable Services.

6.2.7.6 The Contractor shall ensure that system safety engineering activities under this clause 6.2.7 are conducted consistent with the:

- a. consultation, co-ordination and co-operation obligations of clause 3.6 of the SOW, including in relation to sharing information that is related to the Materiel Safety of the Products and any interfaces with other systems;
- b. maintenance of Materiel Safety-related baselines, including applicable hazard logs and supporting hazard analyses, in accordance with DSD-ENG-CM; and
- c. system-safety programs associated with Major Changes and Minor Changes.

6.2.7.7 The Contractor shall undertake ongoing system-safety program activities including:

- a. hazard risk analyses in relation to faults, Defects, Deviations and parts substitution;
- b. the review of proposed changes to Technical Data for safety issues; and
- c. hazard risk analyses in relation to changes in Support Resources and procedures.

Note to drafters: The following optional clauses apply if a Safety Case Report (SCR) / Materiel Safety Assessment (MSA) does not already exist and the Contractor is required to develop one under this Contract. Refer to the tailoring guidance in section 1 of this DSD.

Option A: For when the Contractor will be required to develop a Safety Case Report.

6.2.7.8 When requested by the Commonwealth Representative, the Contractor shall develop, deliver and update a Safety Case Report (SCR) in accordance with CDRL Line Number ENG-710.

6.2.7.9 Except where otherwise required by the Contract, the Contractor shall develop the SCR in accordance with clause 6.2.7.8 as an S&Q Service.

Option B: For when the Contractor will be required to prepare a Materiel Safety Assessment.

6.2.7.10 When requested by the Commonwealth Representative, the Contractor shall develop, deliver and update a Materiel Safety Assessment in accordance with CDRL Line Number ENG-710.

6.2.7.11 Except where otherwise required by the Contract, the Contractor shall develop the Materiel Safety Assessment in accordance with clause 6.2.7.10 as an S&Q Service.

6.2.8 Supportability and Engineering Analyses

Note to drafters: If on-going system supportability and related engineering analyses are not required, the following clauses may be replaced with a single 'Not used'.

Delete the following clause if the Contractor is not required to collect data for supportability and related engineering analyses. If the clause is required a DID will need to be created. Refer to the tailoring guidance at the start of this DSD for further information.

6.2.8.1 The Contractor shall undertake the collection of data, to aid supportability and related engineering analyses, in accordance with CDRL Line Number ENG-200.

Note to drafters: Delete both of the following options if neither is required. Alternatively, the drafter may wish to include one or both of, noting that option A requires development of an annex to this DSD. Refer to the tailoring guidance for additional information.

Option A: For when routine supportability and engineering analysis services will be required:

6.2.8.2 The Contractor shall undertake supportability and related engineering analyses, evaluation and reporting, as defined in Annex [...INSERT ANNEX...] to this DSD.

Option B: For when supportability and engineering analysis services will be requested on an S&Q basis:

6.2.8.3 Subject to the funding arrangements for any potential or Approved Innovation / Efficiency under the CIE Program, the Contractor shall undertake supportability and related engineering analyses, evaluation and reporting, as requested in writing by the Commonwealth Representative, as S&Q Services.

6.2.9 Life Cycle Costing Analysis

Note to drafters: Omit clause if not required, and mark as 'Not used'. Drafters are to ensure consistency between this clause and SOW clause 13.4, noting that SOW clause 13.4 is not a necessary prerequisite for the inclusion of this clause.

6.2.9.1 When requested by the Commonwealth, in writing, the Contractor shall undertake Life Cycle Costing Analysis (LCCA).

6.2.9.2 The Commonwealth's request for the conduct of LCCA shall detail:

- a. the scope and objectives of the analysis activity;
- b. the estimated duration;
- c. the model to be used, where a pre-defined model is applicable;
- d. the reporting requirements;
- e. any deliverables in addition to the reporting requirements; and
- f. any other requirements, including necessary assumptions, applicable to the analysis activity.

Note to drafters: The following option may be included if a DID (developed by the Drafter) will be used to describe the report and model to be delivered. If using this option, drafters must add the data item to the CDRL.

Option: For when the Contractor results are to be provided in accordance with formally structured reports and LCC models, scoped to the request in the above clauses.

6.2.9.3 The Contractor shall develop, deliver and update, consistent with the request details at clauses 6.2.9.1 and 6.2.9.2, a Life Cycle Cost Analysis Report, in accordance with CDRL Line Number ENG-[...INSERT CDRL LINE NUMBER...].

6.2.9.4 Subject to the funding arrangements for any potential or Approved Innovation / Efficiency under the CIE Program, the Contractor shall undertake the LCCA activities requested by the Commonwealth under clause 6.2.9.1 as S&Q Services.

6.2.10 Conduct of System Reviews

Note to drafters: Mandated System Reviews are conducted as part of a Major Change program – refer to the tailoring guidance for details. These clauses provide the standard framework for these reviews wherever they are called up within the Contract (eg, as part of an S&Q Service to develop an ECP or as part of a Training-development program under DSD-TNG-TMS).

6.2.10.1 The Contractor shall conduct all Mandated System Reviews and all Internal System Reviews in accordance with the Approved [...INSERT THE APPLICABLE PLANS: 'CEMP', 'SEMP', 'CMP', 'TSP', ETC...], as applicable for the subject and objectives of the System Review.

6.2.10.2 The Contractor shall hold all Mandated System Reviews at the Contractor's premises unless otherwise agreed by the Commonwealth Representative.

Note to drafters: If work on the Contract is being undertaken at a number of locations, consideration should be given to the most suitable location to meet the review objectives (eg, Contractor or Subcontractor premises).

6.2.10.3 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall not enter any Mandated System Review until:

- a. all data items or other documents required to be delivered before the review have been delivered, and the Commonwealth Representative considers the data items and other documents to be acceptable for the purposes of conducting the review;
- b. all entry criteria defined in the governing plans for the review have been achieved;
- c. all action items from any previous reviews affecting this review have been successfully addressed or action plans agreed with the Commonwealth Representative; and

- d. any prerequisite activities defined in the Contract or order for S&Q Services have been successfully conducted.
- 6.2.10.4** Prior to each Mandated System Review, the Contractor shall deliver the Agenda for that review in accordance with CDRL Line Number ENG-210.
- 6.2.10.5** Prior to each Mandated System Review, the Contractor shall deliver the Review Package for that review in accordance with CDRL Line Number ENG-220.
- 6.2.10.6** The Contractor shall ensure that Contractor representatives and Subcontractors' representatives participate in each Mandated System Review as appropriate to the subject and objectives of that Mandated System Review.
- 6.2.10.7** The Contractor and the Commonwealth Representative shall co-chair each Mandated System Review.
- 6.2.10.8** Following each Mandated System Review, the Contractor shall deliver Minutes of that System Review in accordance with CDRL Line Number ENG-230.
- 6.2.10.9** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall not exit any Mandated System Review until:
- a. all exit criteria defined in the governing plans for the review have been achieved;
 - b. the Minutes of the Mandated System Review have been Approved by the Commonwealth Representative;
 - c. all plans, schedules, and activities for future phases of the development program, as required under the Contract or the order for S&Q Services, have been reviewed and confirmed as appropriate, realistic and achievable with acceptable risk;
 - d. all major action items have been closed;
 - e. all minor action items have agreed action plans; and
 - f. the Mandated System Review has achieved its objectives, as defined in the clause and the governing plans relating to that review.
- 6.2.10.10** The Contractor shall not claim completion for a System Review until both the Commonwealth Representative and the Contractor are satisfied that all the exit criteria have been met.

Note to drafters: The following options may be selected if the Commonwealth Representative will require additional visibility of the design process.

Option: For use when the Commonwealth may wish to attend the Contractor's Internal System Reviews.

6.2.10.11 The Contractor shall invite the Commonwealth to all Internal System Reviews.

Option: For use when the Commonwealth will require visibility of the outcomes of the Contractor's Internal Reviews.

6.2.10.12 The Contractor shall provide the Commonwealth with visibility of the outcomes of the Internal System Reviews.

6.2.10.13 When requested by the Commonwealth Representative, the Contractor shall promptly provide copies of any records associated with the reviews, including Minutes of meetings, presentation materials, and documents discussed.

6.2.11 Use of Commonwealth Engineering Support Facility

Note to drafters: This clause is optional, depending upon whether or not the Commonwealth has an Engineering Support facility that the Contractor will be required to use. Refer to the

guidance section for an explanation. If not required, the following clauses should be replaced with a single 'Not used'.

If required, the following clauses should be amended to set out particular requirements and/or constraints associated with the use of the Engineering Support facility. Refer to the guidance section for a list of typical considerations.

- 6.2.11.1** For the purposes of providing the Engineering Services identified in clause 6.2.11.2, the Commonwealth shall provide to the Contractor:
- a. [...DRAFTER TO INSERT FACILITY DETAILS / NAME...] as Government Furnished Facilities (GFF);
 - b. certain items of Government Furnished Material (GFM); and
 - c. Government Furnished Services (GFS) associated with the operation of the facility and equipment,

('Commonwealth Engineering Support Facility').

- 6.2.11.2** The Contractor shall use the Commonwealth Engineering Support Facility to undertake:

- a. [... INSERT DESCRIPTION OF SERVICES, EG, 'Software change development Services' ...], in accordance with [... INSERT REFERENCE EG, 'DSD-ENG-SW' ...]; and
- b. [... INSERT DESCRIPTION OF SERVICES, EG, 'Verification and Validation of all hardware and Software changes' ...] in accordance with clause [... INSERT REFERENCE EG, '6.2.5' ...].

- 6.2.11.3** The Contractor shall provide all Items required to undertake the activities identified under clause 6.2.11.2, with the exception of the GFM and GFS detailed at Attachment E and GFF detailed at Attachment O.

6.2.12 Research and Development (Optional)

Note to drafters: This clause is included when the Commonwealth wishes to include (sponsor) on-going R&D activities, particularly in Australia (eg, to promote the AIC Objectives). R&D outcomes, if achieved, may be incorporated as a Major Change activity under clauses 6.2.4 and 6.2.5.

As R&D may involve more complex IP rights, non-standard commercial considerations, and involve third parties, commercial / legal advice should be sought when including this clause.

If the Commonwealth is seeking specific R&D activities these should be scoped as an annex to the DSD and referenced in clause 6.2.12.1. If there are no envisaged requirements for R&D, the clauses should be deleted and replaced with 'Not used'. If unsure about the need for an R&D clause, a note to tenderers may be inserted to include the clause pending a review of tender responses.

- 6.2.12.1** The parties acknowledge that the objectives of the research and development (R&D) program are to conduct and promote Capability-related R&D activities with the Commonwealth and third parties within Australia to:
- a. drive capability improvements over the life of the Capability to:
 - (i) address emergent threats;
 - (ii) exploit emergent technology and other innovations as appropriate; and
 - (iii) [...DRAFTER TO INSERT ...];
 - b. enable the Commonwealth to continue to meet operational needs over the life of the Capability; and
 - c. as part of the AIC program:
 - (i) establish or expand ANZ Industrial Capabilities that enhance Sovereignty in relation to the evolution and support of the Materiel System; and
 - (ii) involve Australian Industry in innovation and R&D, particularly to enhance and expand the products available from the Australian industrial base, which can

then be used to meet the objectives identified at subclauses a and b above, and support other Defence and international programs.

- 6.2.12.2** The Contractor shall implement and manage the R&D program in accordance with the Approved CEMP, this clause 6.2.12, and the Approved AIC Plan.

Note to drafters: The following clause provides the framework for setting out any known R&D opportunities (at Annex A to this DSD), which the Commonwealth wishes to pursue under the Contract. The description of each R&D opportunity should be sufficient to enable both parties to understand the scope of the activity and the outcomes being sought, including tasks to be undertaken, reports to be delivered, and stakeholders to be engaged, including, where required, a specification. By its nature, R&D opportunities may not produce any tangible outcomes of utility to Defence. If there are no known R&D opportunities when the RFT is being drafted, but the Capability Manager wishes to retain the R&D framework in the Contract, drafters should either delete the following clause or amend it accordingly.

- 6.2.12.3** The Contractor shall:
- a. undertake the R&D opportunities identified at Annex A to this DSD; and
 - b. investigate and pursue other potential R&D opportunities, as may be identified from time-to-time in accordance with clause 6.2.12.4 or otherwise by the Commonwealth.

Option: Include the following clauses if the Capability Manager wishes the Contractor to identify and pursue additional R&D opportunities during the Term.

- 6.2.12.4** The Contractor shall use its best endeavours to identify potential R&D opportunities and shall actively consult with the Commonwealth, its Approved Subcontractors and third parties (including industry, academia and other Commonwealth organisations) to identify potential R&D opportunities for consideration.

- 6.2.12.5** For each of the potential R&D opportunities identified by either party and, except where otherwise notified in writing by the Commonwealth in relation to a potential R&D opportunity identified by the Contractor pursuant to clause 6.2.12.4, the Contractor shall prepare and submit to the Commonwealth Representative an initial assessment of each potential R&D opportunity in accordance with clause 6.2.12.6.

- 6.2.12.6** An initial assessment of a potential R&D opportunity shall include the following:
- a. an outline of the nature and scope of the potential R&D opportunity;
 - b. an indication of the effort required to implement the potential R&D opportunity, including the implications for the Commonwealth, Contractor, Subcontractors and third parties (as applicable);
 - c. an outline of the costs, benefits and risks of implementing the potential R&D opportunity; and
 - d. any other information that assists with understanding the potential R&D opportunity and its implications for the Commonwealth, the Products Being Supported, or the Capability or Capabilities to which those Products relate.

- 6.2.12.7** The Commonwealth shall, as applicable:
- a. advise the Contractor of its priorities in relation to any potential R&D opportunities;
 - b. provide Approval or otherwise of any potential R&D opportunities using the information provided by the Contractor under clauses 6.2.12.5 and 6.2.12.6; and
 - c. where additional funding is required to continue to pursue a potential R&D opportunity, or to change an Approved R&D opportunity, advise the Contractor as to the likely timeframes when this funding may be available.

- 6.2.12.8** In those circumstances where the Commonwealth is required to provide additional funding under the Contract to pursue or amend an R&D opportunity:
- a. the Commonwealth will notify the Contractor whether it wishes to undertake the R&D opportunity under a CCP to the Contract or as an S&Q Service; and

| | |
|------------------|--|
| | <ul style="list-style-type: none"> b. the Contractor shall, within 20 Working Days (or such longer period agreed between the parties) after the Contractor has been notified of the Commonwealth's Approval under clause 6.2.12.7b, either prepare and submit to the Commonwealth (as applicable): <ul style="list-style-type: none"> (i) a CCP in accordance with clause 11.1 of the COC; or (ii) an S&Q Quote in accordance with clause 3.15 of the COC. |
| 6.2.12.9 | <p>The Contractor shall not commence the implementation of an Approved R&D opportunity and neither party will be under an obligation to agree to implement an Approved R&D opportunity until either (as applicable):</p> <ul style="list-style-type: none"> a. the CCP to implement the Approved R&D opportunity under clause 6.2.12.8 is signed by both parties; or b. the S&Q Order to implement the Approved R&D opportunity under clause 6.2.12.8 is executed by the Commonwealth. |
| 6.2.12.10 | <p>Subject to clause 6.2.12.9, the Contractor shall implement each Approved R&D opportunity in accordance with the Contract (as amended by the CCP or the S&Q Order (as applicable)).</p> |

- 6.2.12.11** The Contractor shall report on the R&D program and each R&D opportunity at Annex A to this DSD and each subsequently Approved R&D opportunity:
- a. in accordance with the implementation plan for the R&D opportunity (if applicable);
 - b. as part of the Engineering Support reporting required under clause 5.2 of the SOW;
 - c. as part of the Engineering Support reviews required under clause 5.3 of the SOW; and
 - d. within the CSR.
- 6.2.12.12** Where an R&D opportunity has achieved a potential design solution, developed to a level of maturity that is considered by the parties of being capable of implementation, then, when requested in writing by the Commonwealth, the Contractor shall undertake the further development of the potential design solution as an engineering change in accordance with clauses 6.2.4 and 6.2.5, as applicable.
- 6.2.12.13** The Contractor:
- a. acknowledges that the Commonwealth may decide to discontinue the R&D program or require the work on a particular R&D opportunity to be changed or ceased either permanently or temporarily;
 - b. shall immediately comply with any notice provided to the Contractor by the Commonwealth pursuant to subclause a above; and
 - c. where the Commonwealth's notice results in a change to the Contract, shall raise a CCP in accordance with clause 11.1 of the COC.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-ENG-SW
(SOFTWARE SUPPORT SERVICES)

Note: This DSD has been developed to provide clauses that act as a STARTING POINT for the development of Software support services requirements. Many programs are likely to have different requirements and THE CLAUSES IN THIS DSD WILL NOT ALWAYS BE SUITABLE. Please consider your requirements carefully before developing this DSD, while being aware of the need for consistency with other DSDs for engineering and Software-related Services.

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| <u>Status:</u> | Optional |
| <u>Purpose:</u> | To identify the requirements for ongoing Software support Services (including 'Software maintenance' through Minor and Major Changes). |
| <u>Policy:</u> | DEFLOGMAN Part 2 Volume 10 Chapter 4, <i>Configuration Management</i> |
| <u>Guidance:</u> | This DSD is required where the scope of Software support to be provided under the Contract includes the development of Software changes and non-change Services that require similar Software skills and organisational capability. These Services are considered to be different to, and generally beyond the scope of Help Desk Services and ICT Systems administration. |

Note that within the *ASDEFCON (Support)* template Software support, including 'Software maintenance', is treated as an Engineering function and not as a Maintenance function. This is because, in general terms, Maintenance aims to restore a Product to a previously approved Configuration Baseline; whereas Engineering includes the development of changes to the established design and a corresponding update of its Baseline. As even minor 'Software maintenance' results in a configuration change, it is treated as an Engineering Service. Likewise, 'restorative maintenance' (eg, a Failure resolution that requires data back-up and recovery), which re-establishes a previous state (ie, Baseline) has been included in ICT Systems administration, as a Maintenance Service.

This DSD is intended for an ongoing requirement with many Software support Services being provided as Recurring Services (the default payment form set at clause 2 of the SOW), while establishing the framework for conducting the more significant Software changes as S&Q Services. S&Q Services may also be performed by an appropriately resourced Contractor Standing Capability (CSC), incorporated into the Contract using the CSC Module; however, depending on the approach taken, the drafter could convert all Services provided through this DSD to CSC Tasks. Drafters will need to indicate clearly to tenderers, which Services are to be provided as anything other than Recurring Services and the expected level of effort (through supporting tender information).

While the DSD can be used to manage Major Changes, the Commonwealth Representative may ultimately choose to undertake a more significant Software development program using a new Contract (Acquisition), which may, or may not, be linked to the Contract (Support).

This DSD requires additional tailoring, depending upon the Software support Services to be provided. For example, some Services may not be required due to arrangements with other providers (eg, vendor support). The DSD may also be tailored to suit the management framework proposed. For example, if the Contract includes a CSC with a Software support capability, then tailoring may reflect availability of the CSC workforce to perform S&Q Services, rather than having a large amount of Recurring Services to maintain a skilled workforce when the long-term volume of work is mostly unknown.

The list of Software Products Being Supported (including applications, modules, data libraries and other 'objects') must be included in Annex A to the SOW. The list(s) of

Software at Annex A need to be tailored to identify different support functions to be provided to each of the Software Products; for example, the Contractor is likely to have different responsibilities for bespoke or customised Software when compared to Software that is sourced from OEMs and other vendors. If this list of Software is not known (or knowable) at the Effective Date (eg, if the Contract is linked to and accompanying a Contract (Acquisition)), then Annex A will need to be updated through CCP action when the information is known, generally at some time after the Contract (Acquisition) Detailed Design Review and prior to the Contract (Support) Operative Date.

Related Clauses/Documents:

DSD-ENG-SERV, DSD-ENG-CM, DSD-ENG-SEC, DSD-MNT-SA, DSD-OPS-HLPDSK and DSD-ENG-CSC

DID-ENG-CEMP, DID-ENG-CMP, DID-ILS-SW-SWSP and (optionally) DID-ENG-SW-SWMP

Optional Clauses: None

4 INTER-RELATIONSHIPS

Status: Core

Purpose: To identify the principle inter-related sections of the SOW, including other DSDs.

Policy: Nil

Guidance: Clause 4 should be updated to reflect the inter-related DSDs that are included in the draft Contract.

Through clause 4.2, this DSD is inter-related with other Engineering Services including the overall management of Engineering Services defined in DSD-ENG-SERV and the Approved Contractor Engineering Management Plan (CEMP), and DSD-ENG-CM for Configuration Management, when applicable.

Drafters may need to tailor clauses 4.3 to 4.5 for the other inter-related Services (ie, those not included within Engineering Services) required by the Contract.

DSDs primarily related to ICT Systems (or just Software) are DSD-OPS-HLPDSK, DSD-MNT-SA, and this DSD. Depending on the scope of the Services, not all DSDs may be needed. In some cases, if only one or two clauses are required from one of these DSDs, it may be more efficient for management purposes to transfer the required clauses into another DSD and not use the original DSD.

Related Clauses/ Documents:

DSD-ENG-SERV for the management of Engineering Services, including for change proposals.

DSD-ENG-SEC for the management and update of Software that is, or is part of a Security System of Interest (SSoI).

DSD-OPS-HLPDSK for the provision of help desk Services.

DSD-MNT-SA for the provision of systems administration Services.

DSD-MNT-MGT and DSD-MNT-SERV for the management and maintenance of ICT Systems hardware.

Optional Clauses: None

6.2.1 Software Support Planning

Status: Core

Purpose: To identify the planning requirements for the Software support Services (including Software maintenance).

Policy: Nil

Guidance: If support Software Services are required, then an appropriate level of planning is required in order to manage the program and to provide the Commonwealth Representative with an applicable level of visibility. The level of planning, and therefore the type of plan required, is dependent upon the scope and complexity of the Services.

If the scope of Software support required under the Contract is minor, the Software Support Plan (SWSP) may be included within the CEMP. In exceptional cases, where the CEMP has been 'rolled up' into the SSMP, the SWSP can be included within the engineering planning section within the SSMP.

Rolling the planning requirement up into the CEMP or SSMP is unlikely to be adequate for a moderate or high level of on-going Software support Services and a dedicated Software Support Plan (SWSP) is more appropriate. When required, the SWSP is to be prepared in accordance with DID-ILS-SW-SWSP, which is a DID that has been sourced from the *ASDEFCON (Strategic Materiel)* templates.

The Software engineering aspects of this DSD have been aligned with AS/NZS ISO/IEC 12207 (Systems and software engineering – Software life cycle processes), which covers all Software life cycle phases. The SWSP is intended to capture the Contractor's tailoring of AS/NZS ISO/IEC 12207 (although the SWSP DID is based on Appendix B to *MIL-HDBK-1467, Acquisition of Software Environments and Support Software*) and integrate applicable Software safety standards including data deliverables, as applicable for the Contract and the Contractor's internal procedures. ISO/IEC 14764:2006, *Software Engineering – Software Life Cycle Processes - Maintenance*, is more applicable to ongoing maintenance (rather than enhancement-related changes) and is the basis for the Software Corrective, Preventive, Adaptive and Perfective Maintenance clauses.

Clause 6.2.1 includes options for the governing plan for Software support. Drafters should select the governing plan for all Software support management from either Option A, the stand-alone SWSP, or Option B for a rolled-up plan and inserting either the CEMP or SSMP where indicated.

Drafters should note that both *ASDEFCON (Strategic Materiel)*, and (optionally) *ASDEFCON (Complex Materiel) Volume 2*, require the Contractor (Acquisition) to develop an SWSP, which should be 'pulled into' this Contract if a combined RFT is being considered. If a dedicated SWSP is required, drafters should consider including the Approval of this plan within the Operative Date clause of the COC. If Option A has been selected, selecting Option A-1 allows the drafter to include reference to the plan developed under the Contract (Acquisition). If not required, Option A-1 may be deleted.

Having selected Option A or B, drafters must then insert the matching plan into the subclauses that follow. The selected plan will help to ensure that the Commonwealth has adequate visibility and control of Contractor activities to be able to exercise effective Governance of the support Services.

Note that to achieve the level of planning and engineering governance that is appropriate for Major Changes to Software, a Software Management Plan (SWMP) may be required. This can be approached in one of two ways, either with a general SWMP updated (eg, with an annex) for each Major Change to Software, or with an SWMP developed for each Major Change. In both cases a Software Change Proposal is required and the content for this data item is defined by the drafter in an annex to DID-CM-MGT-ECP. For a general SWMP, the optional clause below may be used in conjunction with the requirement, in DID-CM-MGT-ECP, for updates / annexes to be developed and delivered for each Major Change. Otherwise, DID-CM-MGT-ECP may be developed by the drafter to require an SWMP to be developed for each Major Change to Software.

Related Clauses/ Documents:

DID-ILS-SW-SWSP, DID-ENG-CEMP and DID-SSM-SSMP

DID-CM-MGT-ECP and DID-ENG-SW-SWMP where a SWMP is required for planning Major Changes to Software.

Optional Clauses:

The Contractor shall develop, deliver, and update a Software Management Plan (SWMP), to govern the Software development program for Major Changes to Software, in accordance with CDRL Line Number ENG-XXX.

6.2.2 Software Change Request Management

Status: Optional (but required if clauses 6.2.4 or 6.2.5 are included)

Purpose: To identify the requirement for managing Software Change Requests (SWCRs).

Policy: Nil

Guidance: This clause requires the Contractor to acknowledge the applicable sources of SWCRs applicable to the Services, classify, log and manage those requests, and report on their progress. The management of SWCRs will be required whenever Software changes under clauses 6.2.4 or 6.2.5 are required, which includes most applications of this DSD. It is also unlikely that clause 6.2.3 would be included without this clause. If this clause is not required, clauses below the heading clause 6.2.2 may be deleted and replaced with a single 'Not used'.

Clauses 6.2.2.1 and 6.2.2.2 require the Contractor to acknowledge the source(s) of SWCRs applicable to the Services. Drafters should tailor these clauses for Contractor's responsibilities as addressed by other DSDs included in the Contract. For example, in 6.2.2.1a, if the Contractor operates the help desk and service requests may result in SWCRs then reference to DSD-OPS-HLPDSK should be retained, but if an Associated Party operates the help desk then the subclause should be amended to refer to help desk service requests from an Associated Party (or include the name of that party if known). The Contractor is also required to raise SWCRs to incorporate OEM-sourced changes (ie, identified through Software licence agreements and Software monitoring) applicable to the Contract. This may be amended, or deleted, if the Contractor will not have this role.

Clause 6.2.2.3 requires the Contractor to maintain a log of all SWCRs and includes a default list for data to be recorded in the log. This list should be reviewed by the drafter and updated if required. Clause 6.2.2.4 requires the Contractor to provide the Commonwealth with access to the log. This clause does not require tailoring, however, the drafter may also consider including the log as a requirement for the Contractor's Data Management System, as per SOW clause 2.3, in order to provide on-line access to the log.

Clause 6.2.2.5 requires the Contractor to report the status of SWCRs in the Combined Services Summary Report (CSSR). Note that on-going updates to the status of SWCRs, including any resulting Software Change Proposals (SWCPs), are reported through the Engineering Services section of the CSSR. This clause should be reviewed but, in general, no change is required.

Clause 6.2.2.6 identifies the requirements to be met for the closure of a Software Change Request. This clause should be reviewed and may be amended if necessary.

Related Clauses/ Documents:

Clause 6.2.3, Software Change Analysis

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 2.3 of the SOW, Data Management System

DSD-OPS-HLPDSK, Help Desk Services

DSD-MNT-SA, Systems Administration Services

DID-SSM-CSSR, which defines requirements for the Combined Services Summary Report

DID-ILS-SW-SWSP, DID-ENG-CEMP or DID-SSM-SSMP, defining the governing plan for Software support Services

Optional Clauses: None

6.2.3 Software Change Analysis

Status: Optional (but required if clauses 6.2.4 or 6.2.5 are included)

Purpose: To identify the requirements for analysing Software Change Requests.

Policy: Nil

Guidance: This clause requires the Contractor to analyse all SWCRs. Clause 6.2.3 integrates with clause 6.2.4 of DSD-ENG-SERV, Analysis of Change Requests, essentially adding Software-specific requirements to the standard engineering process. As an analysis of each SWCR is a prerequisite for the other Software support Services in the DSD, whether a Software change proceeds or not, this is a necessary clause.

Clauses 6.2.3.1 and 6.2.3.2 define the requirements for prioritising SWCRs and integrate with the Analysis of Change Requests process defined under clause 6.2.4 of DSD-ENG-SERV. Drafters should review clauses 6.2.3.1, 6.2.3.2 and clause 6.2.4 of DSD-ENG-SERV (and any changes drafted for that clause), and then amend clauses 6.2.3.1 and 6.2.3.2 if necessary to ensure consistency.

A Major Change is a change that alters the function of the Software Product. A Minor Change does not alter functionality but may improve the efficiency of the code or remove any latent defects to ensure compliance with the approved configuration. A Minor Change may also change an aspect of the user interface, menus, help or some other aspect of the Software that is visible to the operator / user, but it does not change the Software Product's function. Drafters should review the definitions for Major Change and Minor Change in the Glossary (which apply to both hardware and Software changes), and revise if necessary.

Drafters should also be aware that clause 6.2.5 of DSD-ENG-CM, Configuration Control (which is inter-related via clause 6.2.4 of DSD-ENG-SERV), requires the Contractor to submit proposed configuration changes to the Commonwealth. This process seeks Commonwealth Approval for Major Changes and review of Minor Changes. Clause 6.2.5 of DSD-ENG-CM also allows the Commonwealth to reclassify a Minor Change as a Major Change if the Commonwealth Representative believes that the proposed change will change the Software Product's function significantly and the process requires greater Commonwealth visibility. Alternatively, the Commonwealth Representative may decide that a change in function is sufficiently small to be managed as a Minor Change. Such changes will be based on evidence at the time, and possibly for ADF regulatory / assurance framework requirements.

Depending on the classification as either a Major Change or a Minor Change, and subsequent Approval or Review, clauses 6.2.5 and 6.2.4 respectively, define the requirements for the implementation of those changes.

Clauses 6.2.2.3 and 6.2.3.4 require the Contractor to classify, as part of the analysis, the Software change as a particular type of Software maintenance and, where more than one classification applies, the amount of work that applies to each classification. These classifications are also recorded in the log under clause 6.2.2.3. Drafters should review these clauses but, in general, they do not require amendment.

Clause 6.2.3.5 identifies that the analysis of SWCRs may be performed as an S&Q Service but only when the circumstances are not included under clause 6.2.3.6. Note that this approach is similar to that taken for the analysis of change requests in DSD-ENG-SERV and if combined hardware and Software changes are likely to occur, these clauses should be consistent. Drafters should review clause 6.2.3.6 and, if necessary, amend the situations where the Services should be included as Recurring

Services and paid for within the Recurring Services Fee. Types of changes that should not be included as Recurring Services are enhancements / functionality improvements requested by the Commonwealth as the scope and cost of such changes cannot be estimated in advance. Additionally, activities with significant Commonwealth involvement are generally not suitable. See also clause 6.2.4.7 and 6.2.5.8 for the implementation of Software changes as Recurring Services.

An alternative payment approach is through the inclusion within the Contract of a CSC with a Software support capability. The CSC can perform activities identified as S&Q Services that have been allocated to it. If the analysis of Software change requests is to be performed by S&Q Services (only) or by a CSC performing tasks identified as S&Q Services, then clauses 6.2.3.5 and 6.2.3.6 may be replaced with the optional clause below.

Related Clauses/ Documents:

Clause 6.2.2, Software Change Request Management

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 6.2.4 of DSD-ENG-SERV, Analysis of Change Requests

Clause 6.2.5 of DSD-ENG-CM, Configuration Control

DSD-ENG CSC, Contractor Standing Capability

DID-ILS-SW-SWSP, DID-ENG-CEMP or DID-SSM-SSMP, defining the governing plan for Software support Services

Optional Clauses:

Note to drafters: To conduct the analysis of Software change requests as S&Q Services, replace clauses 6.2.3.5 and 6.2.3.6 with the following clause.

The Contractor shall conduct analysis of all SWCRs, which are requested by the Commonwealth Representative under clause 6.2.2, as S&Q Services.

6.2.4 Development of Minor Changes to Software

Status: Optional

Purpose: To identify the requirement for the Contractor to provide Services to develop Minor Changes to Software Products.

Policy: Nil

Guidance: This clause requires the Contractor to undertake Minor Changes to the Software Products. Not all contracts using this DSD require the development of Minor Changes to Software; hence, this clause is optional. If Minor Changes to Software is not applicable to the Services, then the clauses below the heading clause 6.2.4 may be deleted and replaced with a single 'Not used'.

Clause 6.2.4 outlines a process for developing Minor Changes. While the explanations below apply to the template clauses, further development may be required for individual Contracts. In further developing this clause, drafters must be cognisant of the integration of Minor Changes to Software with the Engineering Services in DSD-ENG-SERV and the Configuration Management Services in accordance with DSD-ENG-CM.

Clause 6.2.4.1 identifies the Software Products for which the development of Minor Changes can apply, when needed, by reference to SOW Annex A. Within Annex A, the Software Products are identified (by default) as those for which the Contractor has an Engineering responsibility. However, if the Contractor has other Engineering responsibilities for Software that are applied differently to developing changes, Annex A may need to be tailored with additional columns or indices to separate the different Services required. Where this change in SOW Annex A is required clause 6.2.4.1 will need to be updated to refer to the applicable table column or designator.

Clause 6.2.4.2 requires the Contractor to raise SWCPs for each Minor Change. The content required for a SWCP is defined by the drafter in an annex to DID-CM-MGT-ECP. Drafters are also to insert the name of the management plan that is used to manage Minor Changes to Software and the governing plan for Configuration Management into clause 6.2.4.2c.

Clause 6.2.4.3 is an optional clause that requires Minor Changes to be submitted to the Commonwealth's Configuration Control Board (CCB) prior to Approval. Otherwise, in accordance with DSD-ENG-SERV, Minor Changes are only reviewed rather than being subject to Approval.

Clause 6.2.4.4 requires the Contractor to inform the Commonwealth if it decides to reclassify a Minor Change as a Major Change if, during the course of development, it is discovered that the change would be more correctly classified as a Major Change. Subsequent action is to be determined by the Commonwealth Representative, including the Approvals process for Major Changes applied via the Commonwealth CCB and those clauses under heading clause 6.2.5 that may no longer apply or should be modified due to the work already completed. This clause should be reviewed but, in general, does not require amendment.

Clause 6.2.4.5 requires the Verification and Validation (V&V) of each Minor Change. Drafters are to insert the name of the management plan that is used to manage Minor Changes to Software Products Being Supported and the governing plan for Configuration Management.

Clauses 6.2.4.6 to 6.2.4.8 provide options for assigning Minor Changes to a method of payment, either (Option A) as S&Q Services or (Option B) a combination of S&Q Services and Recurring Services.

Under Option A, clause 6.2.4.6, Minor Changes to Software are to be performed as S&Q Services. Where the Contract includes a CSC, this means that the work could be performed either by the CSC, under Approved CSC Tasks, or as 'normal' S&Q Services.

Under Option B, clauses 6.2.4.7 to 6.2.4.8, Minor Changes to Software will only be performed as S&Q Services under clause 6.2.4.7 (or by the CSC) if they do not fit into one of the categories in clause 6.2.4.8. Clause 6.2.4.8 lists the types of Minor Changes to be undertaken as Recurring Services, with payment included in the fee for Recurring Services. The use of Recurring Services for Minor Changes is intended for changes that are necessary to keep the system operating as intended (ie, these do not include new capabilities or functional enhancements). However, if the scope of such a change is significant (eg, through cost or complexity or Commonwealth involvement) then they may be considered as S&Q Services, subject to the agreement of the Commonwealth Representative. Drafters need to review and update the list of Minor Changes to be performed as Recurring Services, particularly subclause c which ensures system availability except for key areas, such as security-related changes when this requires a significant amount of Commonwealth involvement (making it difficult for the Contractor to estimate and manage the effort required). Being undertaken as a Recurring Service generally means less Commonwealth involvement and less visibility, which may be preferable to allow the Commonwealth to focus its resources on other activities, such as Major Changes.

Drafters are to select the optional clauses for method of payment that best suits the needs of their Contract and which, when necessary, is consistent with the method of payment for Major Changes performed in accordance with DSD-ENG-SERV.

Related Clauses/ Documents:

Clause, 6.2.3, Software Change Analysis

Clause 6.2.7, Additional Requirements for Preventive Maintenance Involving Change

Clause 6.2.8, Additional Requirements for Corrective Maintenance Involving Change

Clause 6.2.9, Additional Requirements for Adaptive Maintenance Involving Change

Clause 3.3 of the SOW, Quoting for Survey and Quote Services

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-SERV, Engineering Services

DSD-ENG-SEC, System Security Services

DSD-ENG-CSC, Contractor Standing Capability

DID-CM-MGT-ECP, Engineering Change Proposals (including Software Change Proposals)

DID-SSM-S&Q, Quote for S&Q Services

DID-ILS-SW-SWSP, DID-ENG-CEMP or DID-SSM-SSMP, defining the governing plan for Software support Services

DID-ENG-CM, Configuration Management

Optional Clauses: None

6.2.5 Development of Major Changes to Software

Status: Optional

Purpose: To identify the requirement for the Contractor to provide Services to develop Major Changes to Software Products.

Policy: Nil

Guidance: This clause requires the Contractor to undertake Major Changes to the Software Products. Not all contracts using this DSD require the development of Major Changes to Software; hence, this clause is optional. If Major Changes to Software is not applicable to the Services, then the clauses below the heading clause 6.2.5 may be deleted and replaced with a single 'Not used'.

Clause 6.2.5 outlines a process for developing Major Changes. While the explanations below apply to the template clauses, further development may be required for individual Contracts. In further developing this clause, drafters must be cognisant of the integration of Major Changes to Software with the Engineering Services in DSD-ENG-SERV, particularly clause 6.2.5, and the Configuration Management Services performed in accordance with DSD-ENG-CM.

Clause 6.2.5.1 identifies the Software Products for which the development of Major Changes can apply, when needed, by reference to SOW Annex A. However, if the Contractor has other Engineering responsibilities for Software that are applied differently to developing changes, Annex A may need to be tailored with additional columns or indices to separate the different Services required. Where this change in SOW Annex A is required clause 6.2.5.1 will need to be updated to refer to the applicable table or column designator.

Note that for a Major Change the SWCR, following analysis and recommendations under clause 6.2.2.6, must be Approved by the Commonwealth; hence, the Software Products affected by each Major Change will be explicitly defined.

Clause The Contractor shall develop, deliver and update a Software Management Plan (SWMP) in accordance with CDRL Line Number [...DRAFTER TO INSERT LINE NUMBER...]6.2.5.2 provides an option for a Software Management Plan (SWMP) to be used when managing Major Changes to Software. Major Changes to Software could be managed in accordance with a SWSP or a SWMP. If the level and complexity involved is expected to be significant, and exceed the requirements specified in DID-ILS-SW-SWSP for a SWSP, drafter's should consider requiring an SWMP be developed in accordance with DID-ENG-SW-SWMP (sourced from the *ASDEFCON (Strategic Materiel)* templates). The SWMP requires that a formal Software engineering program be adopted for the development of all Major Changes, similar to the management regime for major Software development projects. Note that the Contractor only needs to develop an SWMP once, and then individual

program details for each Major Change would be annexed to this plan for Approval (ie, the CDRL would require an update to the SWMP following the Approval of each SWCR for a Major Change).

If less complex and more moderately scaled development activities are envisaged, management in accordance with the SWSP may be sufficient. Where Major Changes to Software are primarily expected to accompany Major Changes to hardware, a Systems Engineering Management Plan could be relied upon instead. The requirement for an SEMP is included in clause 6.2.5 of DSD-ENG-SERV.

If an SWMP is required, drafters are to include the optional clause 6.2.5.2 for an SWMP, review DID-ENG-SW-SWMP, amend the CDRL, and include the CDRL Line Number on the clause where indicated. Alternately, if the SWSP is sufficient, or if the SEMP will be used exclusively for Major Changes, drafters should delete this option.

Clause 6.2.5.3 requires the Contractor to design, develop, implement, Verify and Validate each Major Change for Software in accordance with applicable plans, standards (as tailored by plans), DSD-ENG-CM for Configuration Management Services, and DSD-ENG-SERV clause 6.2.5, Developmental Activities for Major Changes. Importantly, DSD-ENG-SERV clause 6.2.5 requires:

- a. an appropriate level of planning;
- b. the need to raise an ECP, which includes the requirements for a SWCP, prepared in accordance with DID-CM-MGT-ECP; and
- c. implementation of a standard engineering change development cycle, tailored by the ECP/SWCP plans and S&Q Orders / CSC Task Plans, when applicable.

Although each Major Change program will be tailored through the ECP/SWCP, the DSD-ENG-SERV clause provides a robust framework to be tailored and applied. What remains for DSD-ENG-SW, through clause 6.2.5.3, is to define the Software-specific requirements for Major Changes. Additionally, DSD-ENG-CM defines the requirements for planning and implementation of related Configuration Management Services, hence its inclusion under clause 6.2.5.3.

Clause 6.2.5.3e requires that AS/NZS ISO/IEC 12207:2013, 'Systems and software engineering – Software life cycle processes' be appropriately tailored for the program through the applicable plan. If another standard, or additional standards are to apply, drafters should tailor the clause accordingly. Drafters are also to insert the name of the management plan or plans to be used to manage Major Changes to Software into clause 6.2.5.3e(i), being the SWSP, SWMP and/or SEMP, as discussed above.

Clauses 6.2.5.4 and 6.2.5.5 define the nature of the additional V&V requirements for Software, and the need for test reference builds of the Software, if used to provide evidence for the purposes of Acceptance V&V, to be retained until Acceptance has been achieved. These requirements are not included in, and are therefore additional to, the generic change process defined in DSD-ENG-SERV. Drafters should review these clauses but, in general, they should not require amendment.

Clause 6.2.5.6 is an optional clause requiring cooperation and coordination with Defence Digital Group (DDG) and Associated Parties when the modified Software is to be hosted on a Defence corporate IT network, such as the Defence Restricted Network or Defence Secret Network. In this instance the Associated Party is likely to be the DDG contractor providing systems administration for the applicable network. When this requirement does not apply to the Contract (eg, the Software is hosted on military equipment or stand-alone system) the optional clause may be deleted. If applicable, additional details regarding liaison and accreditation may be required and the clause may need to be amended accordingly.

Clause 6.2.5.7 is an optional clause for inclusion when the Software is, or is part of, a SSol and the contractor is also required to assist the Commonwealth in maintaining Security Authorisation. This clause refers to DSD-ENG-SEC, where clause 6.2.7

requires the Contractor to support the Commonwealth's activities associated with the applicable Security Authorisations, including as a result of Major Changes.

Clauses 6.2.5.8 and 6.2.5.9 define the requirements for a migration plan. As, by definition, a Major Change often involves a change in functionality, a migration plan addresses the introduction of that change including, if applicable, the changes that will affect the end users of the Software Products.

Clauses 6.2.5.10 to 6.2.5.12 provide options for assigning Major Changes to a method of payment, either (Option A) as S&Q Services or (Option B) a combination of S&Q Services and Recurring Services.

Under Option A, clause 6.2.5.10, Major Changes to Software are to be performed as S&Q Services. Where the Contract includes a CSC, this means that the work could be performed either by the CSC, under Approved CSC Tasks, or as 'normal' S&Q Services.

Under Option B, clauses 6.2.5.11 and 6.2.5.12, Major Changes to Software will only be performed as S&Q Services under clause 6.2.5.11 (or by the CSC) if they do not fit into one of the categories listed under clause 6.2.5.12. Clause 6.2.5.12 lists the types of Major Changes to be undertaken as Recurring Services. As Major Changes often introduce new functionality or enhancements to existing functionality, which by their nature are difficult to predict, the list of Major Changes to be included as Recurring Services is fairly limited.

Drafters are to select the optional clauses for method of payment that best suits the needs of their Contract and which, when necessary, is consistent with the method of payment for Major Changes performed in accordance with DSD-ENG-SERV.

Related Clauses/ Documents:

Clause 6.2.3, Software Change Analysis

Clause 6.2.7, Additional Requirements for Preventive Maintenance Involving Change

Clause 6.2.8, Additional Requirements for Corrective Maintenance Involving Change

Clause 6.2.9, Additional Requirements for Adaptive Maintenance Involving Change

Clause 3.3 of the SOW, Quoting for Survey and Quote Services

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-SERV, Engineering Services

DSD-ENG-CM, Configuration Management Services

DSD-ENG-CSC, Contractor Standing Capability

DID-CM-MGT-ECP, Engineering Change Proposals (including Software Change Proposals)

DID-SSM-S&Q, Quote for S&Q Services

DID-ENG-MGT-SEMP, Systems Engineering Management Plan, if required under DSD-ENG-SERV

DID-ILS-SW-SWSP, Software Support Plan (sourced from the *ASDEFCON (Strategic Materiel)* templates)

DID-ENG-SW-SWMP, Software Management Plan (sourced from the *ASDEFCON (Strategic Materiel)* templates)

DID-ENG-CMP, Configuration Management Plan

Optional Clauses: None

6.2.6 Software Releases

Status: Optional

Purpose: To define a required process for the regular and coordinated release of Software changes.

Policy: Nil

Guidance: This clause is optional and may be used when Software changes need to be managed through a regular Software Release program coordinated with the Commonwealth Representative and Associated Parties. For example, Software Releases may need to be timed to coincide with updates from OEMs (eg, to include adaptive changes) or a Defence-coordinated update cycle involving nominated trial sites / users before the complete roll-out to all users. If a Software Release program is not applicable to the roll-out of Minor Changes and Major Changes to Software Products, then clauses below the heading clause 6.2.6 may be deleted and replaced with a single 'Not used'.

This clause is primarily defining and agreeing the content for each Software Release in terms of the applicable Minor Changes and Major Changes to be included in the scope of each Software Release.

Clause 6.2.6.1 defines the periodicity for the Software Release program; for example, as a quarterly, six-monthly or annual cycle. Drafters need to determine and insert an appropriate period into this clause. The period between each Software Release may be driven by external factors, such as regular updates provided by Software OEMs or simply to enable efficient management of the roll-out of Software changes to users. If there are two levels of Software Release (eg, major 'updates' once a year and minor 'fixes' on a quarterly basis) then the drafter will need to modify this clause accordingly.

Clauses 6.2.6.2 to 6.2.6.4 include options to plan the scope of each Software Release as (Option A) part of Engineering Support Performance Reviews (ESPRs) or (Option B) through independent planning meetings. The selection of Option A or Option B by the drafter will depend on whether the ESPRs are included in SOW clause 5.3 and also that they are conducted at a suitable frequency. If Option B is selected the applicable timeframes must be inserted where indicated. In this case the first meeting is likely to be affected by whether or not the Contract is linked to a Contract (Acquisition) and the start date is linked to a specific milestone such as the establishment of a Software support facility.

Clause 6.2.6.5 states that the Commonwealth is responsible for setting the priority order for the Software changes that are to be developed for and included in each Software Release. The actual number of changes to be included within each Software Release are then likely to be limited to the highest priority changes that can be addressed within the available resources. This clause should be reviewed but in general does not require amendment.

Clauses 6.2.6.6 to 6.2.8 allow for the Major Changes and Minor Changes included within the agreed scope of each Software Release to be changed when new high priority changes are required. The reasons for changing the scope of a Software Release are appropriately limited as making any change is likely to result in inefficiencies and potential delays as changed priorities are acted upon. Changing the scope of a Software Release requires a meeting between the Contractor and Commonwealth to determine the feasibility of the change in scope and what other Major Changes and/or Minor Changes in development will need to be deferred to a later release (or if additional resources for S&Q Services would be required). These meetings are implemented under the Contract as Ad hoc Meetings as defined under clause 3.4.6 of the SOW.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 3.4.6 of the SOW, Ad Hoc Meetings

DSD-MNT-SA, Systems Administration

Optional Clauses: None

6.2.7 Additional Requirements for Preventive Maintenance Involving Change

Status: Optional (but required if clause 6.2.4 and/or clause 6.2.5 are included)

Purpose: To identify the additional requirements for undertaking the Preventive Maintenance of Software as part of a Minor Change or Major Change.

Policy: Nil

Guidance: Preventive Maintenance is defined in the Glossary to have the meaning given by ISO/IEC 14764:2006, *Information Technology – Software Maintenance*. Unlike Corrective Maintenance it is generally expected that the need for Preventive Maintenance will be identified by system administrators / the Contractor. For example, system administrators may identify the need when reviewing system event logs that indicate unexpected events, excessive memory usage or failures that have not yet been noticed by users and, therefore, not reported as a Failure that would require Corrective Maintenance. Preventive Maintenance may be performed as either a Minor Change (to achieve an existing Baseline) or, if the solution requires significant or functional change, a Major Change.

The drafter should review the Glossary (Attachment M) definition for Preventive Maintenance. The core definition from ISO/IEC 14764 should be retained; however, further clarity may be required and added to the definition, depending on the nature of the Software Products Being Supported.

Clause 6.2.7 is 'Not used' but is included as a placeholder for drafters to insert any additional requirements for Preventive Maintenance, involving a change, that are not addressed through clause 6.2.4 (primarily) and clause 6.2.5.

The optional clause (below) may be copied to clause 6.2.7 in order to identify the requirements under this clause as being additional to (ie, not alternatives to) the requirements of clauses 6.2.4 and 6.2.5.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-CSC, Contractor Standing Capability

Optional Clauses:

When performing Preventive Maintenance of Software, which involves either a Minor Change or a Major Change, the Contractor shall comply with the requirements of this clause 6.2.7 in addition to the requirements of clauses 6.2.4 and 6.2.5.

6.2.8 Additional Requirements for Corrective Maintenance Involving Change

Status: Optional (but required if clause 6.2.4 and/or clause 6.2.5 are included)

Purpose: To identify the additional requirements for undertaking the Corrective Maintenance of Software as part of a Minor Change or Major Change.

Policy: Nil

Guidance: Corrective Maintenance in this DSD has the meaning from ISO/IEC 14764:2006, *Information Technology – Software Maintenance*, being the 'modification of a Software product performed after delivery to correct discovered problems'. Corrective Maintenance is different to other forms of Software maintenance in that the Software is not functioning and this will most likely be noticeable and reported by the operator / user through a help desk. Corrective Maintenance may be performed as either a Minor Change (to achieve an existing Baseline) or, if the solution requires a significant or functional change, a Major Change.

Corrective Maintenance includes the rectification of faults / latent defects remaining from initial development, possibly a Contract (Acquisition) or a previous in-service development program. Warranty conditions from the Contract (Acquisition), or a preceding Contract (Support), may therefore be applicable and result in some tasks being performed under warranty instead of being charged under this Contract. If so, drafters should investigate the terms of extant Warranties and seek advice regarding appropriate Warranty clauses for the Software that was developed under earlier contracts – a suggested clause is included in the optional clauses below.

Clause 6.2.8.2 is an optional clause that refers to the Failure classifications and service request resolution times that are defined under clause 6.2.4 of DSD-OPS-HLPDSK. Resolution times for the various Failure classifications include the time taken to perform any associated Corrective Maintenance. However, a user's service request may be 'resolved' via a workaround solution while a permanent solution, involving a Software change or other action, is found. Note that the Commonwealth may agree to an alternative schedule through the Approval of a SWCP or by scheduling the development and release of the change for a particular Software Release (when the Software Release clause in this DSD is included).

Where changes will need to be undertaken within the resolution times specified for the help desk, drafters need to tailor DSD-OPS-HSPDSK cognisant that a resolution may need to be met through Software changes provided in accordance with this DSD (and also systems administration activities under DSD-MNT-SA, when applicable). Drafters need to insert resolution times into the table and define 'Mission Critical Capabilities' and 'Non Mission Critical Capabilities' within the Glossary. If help desk Services are not included in the Contract, then the drafter may need to transfer the table and associated clauses to clause 6.2.8 of this DSD, or develop an alternative solution.

The table from DSD-OPS-HSPDSK enables a severity class 4 Failure to be addressed in a subsequent Software Release. Drafters should insert the appropriate timeframes into this clause while considering the possibility of minor corrections delaying the testing and roll-out of the release, should the time period be too short.

Another additional requirement that may be added to this clause is the need to confirm if a Failure would be more appropriately addressed by the warranty provisions of a preceding contract, such as the Contract (Acquisition) under which the Software was developed. Drafters may copy the optional clause (below) to the clauses to be used as the basis for developing this requirement.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 8.1 Notification of Defects and 8.2 Latent Defects of the COC (which may require amendment for defects arising from previous contracts)

Section 5 of Annex A to the SOW, Software Products

DSD-OPS-HLPDSK

DSD-ENG-CSC, Contractor Standing Capability

DID-ILS-SW-SWSP and DID-ENG-CEMP

Optional Clauses:

If Warranty is to be considered before performing Corrective Maintenance:

Prior to commencing a Corrective Maintenance task, the Contractor shall notify the Commonwealth Representative regarding the applicability of Warranty from preceding contracts.

6.2.9 Additional Requirements for Adaptive Maintenance Involving Change

Status: Optional (but required if clause 6.2.5 is included)

Purpose: To identify additional requirements for undertaking the Adaptive Maintenance of Software as part of a Major Change.

Policy: Nil

Guidance: Adaptive Maintenance is defined in the Glossary to have the meaning given by ISO/IEC 14764:2006, *Information Technology – Software Maintenance*. It is generally expected that the need for these maintenance activities will be identified by system administrators / the Contractor. For example, the need may be identified when a proposed third-party Software Update or change to the standard operating environment (not yet rolled-out) is expected to impact on the Software Products supported by the Contractor. As this requires a change in the function of the supported Software, Adaptive Maintenance is defined as a Major Change.

The drafter should review the Glossary (Attachment M) definition for Adaptive Maintenance. The core definition from ISO/IEC 14764 should be retained; however, further clarity may be required, depending on the nature of the Software Products Being Supported.

Clause 6.2.9 is 'Not used' but is included as a placeholder for drafters to insert any additional requirements for Adaptive Maintenance, involving a change, that are not addressed through clause 6.2.4 and clause 6.2.5.

The optional clause (below) may be copied to clause 6.2.9 in order to identify the requirements under this clause as being additional to (ie, not alternatives to) the requirements of clauses 6.2.4 and 6.2.5.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-CSC, Contractor Standing Capability

Optional Clauses:

When performing Adaptive Maintenance of Software, which involves either a Minor Change or a Major Change, the Contractor shall comply with the requirements of this clause 6.2.9 in addition to the requirements of clauses 6.2.4 and 6.2.5.

6.2.10 Data Manipulation

Status: Optional

Purpose: To identify the requirement for manipulating and preparing data to achieve one or more nominated outputs.

Policy: Nil

Guidance: This clause requires the Contractor to manipulate data in data sources, including databases, data libraries, data warehouses and other structures in order to prepare data or provide information to meet one of more requirements defined within clause 6.2.10. For example, data manipulation could be used to support the transfer of data (eg, the import/export of data with other systems), analyse and correlate sensory data (eg, to analyse structural stresses versus performance data), support technical investigations into system health (eg, reliability trends), prepare operational libraries, and investigate options for the Perfective Maintenance of the databases / libraries themselves. Data manipulation is an optional clause and if these Services are not required, then the clauses below the heading clause 6.2.10 can be replaced with a single 'Not used'.

Note that this function is distinct from data back-ups or managing user accounts, which are part of systems administration. Data manipulation may also support Defence data mining for certain operational data and business information; this may be considered an instance of Operating Support (SOW Clause 4) and if this is

expected to be a significant and on-going task, could be the basis of a new Operating Support DSD (with considerable further development).

Clause 6.2.10.1 requires the drafter to identify the types of data manipulation Services required. These should identify the type of data manipulation by name and include a short description and/or be supported by the Glossary to define the nature of the Service. Drafters also need to identify the data sources to be used in section 5 of Annex A to the SOW, with an applicable column or index marker, which can be referenced from this clause (ie, for which the Contractor has 'data management responsibilities').

Where the requirement for data manipulation is on-going (eg, daily, weekly or monthly tasks) and can be reasonably well scoped and conducted as a Recurring Service, drafters may find it effective to include a definition of work scope as an annex to the DSD, which can be referenced from clause 6.2.10.2.

Clause 6.2.10.3 allows for ad hoc tasking for data manipulation to be requested by the Commonwealth. Through clause 6.2.10.6 these activities will be performed as S&Q Services.

Clause 6.2.10.4 allows for a written request to be submitted by the Contractor to the Commonwealth when, in their professional judges, a data manipulation Service is required. If agreed by the Commonwealth, then through clause 6.2.10.6 these activities would be performed as S&Q Services.

Clause 6.2.10.5 identifies the common requirements for initiating and undertaking data manipulation activities, including defining the objectives, timeframes and deliverables.

Clause 6.2.10.6 defines the payment method for the different groups of data manipulation Services by reference to the preceding clauses. The most consistent and predictable, in terms of level of effort, should be treated as a Recurring Service and listed under clause 6.2.10.2. Those that are more ad hoc tasks would be paid for as an S&Q Service initiated by either the Commonwealth (clause 6.2.10.3) or the Contractor (clause 6.2.10.4). Note that those data manipulation Services that could be performed as S&Q Services could also be undertaken as CSC Tasks where a CSC is included in the Contract and has the necessary skills to perform these tasks. Drafters need to consider the range of data manipulation Services required and for those that are on-going or Commonwealth initiated, list them under the applicable clause.

Related Clauses/ Documents:

Clause 3.3 of the SOW, Quoting for Survey and Quote Services

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-CSC, Contractor Standing Capability

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-ENG-SW-V5.2**
2. **TITLE: SOFTWARE SUPPORT SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements for the provision of Services to support applicable Software Products, including:
 - a. Software support planning;
 - b. Software change management;
 - c. Minor Changes and Major Changes to Software Products;
 - d. the implementation of Software release programs; and
 - e. data manipulation.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD shall be undertaken in conjunction with Engineering Services defined within the Engineering requirements of the SOW and related DSDs.

Note to drafters: Amend the following clause to suit the scope of the Services.

- 4.3 This DSD shall be undertaken in conjunction with DSD-MNT-MGT and DSD-MNT-SERV for the management and conduct of hardware modifications.
- 4.4 This DSD shall be undertaken in conjunction with DSD-OPS-HLPDSK, for direct help desk support provided to system operators and support staff.
- 4.5 This DSD shall be undertaken in conjunction with DSD-MNT-SA for system administration Services.

5. **APPLICABLE DOCUMENTS**

Note to drafters: Drafters may either edit the list of documents in the table below to suit the requirements of this DSD or include the note to tenderers below, requesting the tenderers to identify their own standards. Do not include both approaches (unless the note to tenderers is modified to request alternative standards to the ones proposed by the drafter). If modifying the list of documents, do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

- 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to tenderers: Tenderers are to nominate in their response to Annex G to Attachment A to the conditions of tender, a recognised standard for Software maintenance and upkeep that they intend to use for the delivery of Software support Services.

| | |
|------------------------------|--|
| AS/NZS ISO/IEC 12207:2013 | Systems and software engineering – Software life cycle processes |
| MIL-HDBK-1467 | Acquisition of Software Environments and Support Software |
| ISO/IEC 14764:2006 | Software Engineering – Software Life Cycle Processes - Maintenance |

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

6.1.1.1 The Contractor shall provide Software support Services, as described in this DSD, for the Software Products listed at Annex A to the SOW for which the Contractor is identified as having Software support responsibilities.

6.2 Services

6.2.1 Software Support Planning

Note to drafters: The drafter needs to decide whether a stand-alone SWSP is required or if Software-support planning will be rolled up into the CEMP or SSMP. Based on this decision, one of the following options should be selected and the CDRL adjusted accordingly. Refer to guidance for the transfer of an SWSP from a linked Contract (Acquisition).

Option A: For when a stand-alone SWSP is required:

6.2.1.1 The Contractor shall develop, deliver, and update a Software Support Plan (SWSP) in accordance with CDRL Line Number ENG-750.

Option A-1: For when the Contract will be tendered in conjunction with a Contract (Acquisition).

6.2.1.2 The Contractor shall use the SWSP developed under the Contract (Acquisition) as the basis for the SWSP required under clause 6.2.1.1.

Option B: For when the Software support requirements are to be addressed through the CEMP or SSMP.

6.2.1.3 The Contractor shall address the management and planning of Software support in the [...INSERT 'CEMP' OR 'SSMP'...].

Note to drafters: Insert the applicable plan into the following clauses.

6.2.1.4 The Contractor shall make available to the Commonwealth, within 10 Working Days of a request, all associated plans, processes, procedures, logs, instructions and data supporting the Approved [...INSERT 'SWSP', 'CEMP' OR 'SSMP'...].

6.2.1.5 The Contractor shall provide Software support Services in accordance with the applicable documents listed at clause 5, as tailored by the Approved [...INSERT 'SWSP', 'CEMP' OR 'SSMP'...].

6.2.1.6 The Contractor shall ensure all Software support Services provided by Subcontractors are consistent with the Approved [...INSERT 'SWSP', 'CEMP' OR 'SSMP'...].

6.2.1.7 The Contractor shall maintain a schedule of known Software support activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.8 The Contractor shall provide a copy of the Contractor's Software support schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Software Change Request Management

Note to drafters: Amend the following clause to suit the specific requirements of the Contract. References to DSD-OPS-HLPDSK and DSD-MNT-SA should be deleted if help desk and ICT System Administration Services are provided by a party other than the Contractor.

6.2.2.1 The Contractor acknowledges that Software Change Requests (SWCRs) may be raised by the Contractor, the Commonwealth or an Associated Party (with the agreement of the Commonwealth Representative) including as an outcome of, or in response to:

- a. a help desk service request raised under DSD-OPS-HLPDSK;
- b. a system event under DSD-MNT-SA that requires a Software change to resolve;

- c. Software monitoring Services, Software licence management Services, and Software retirement Services in accordance with DSD-MNT-SA; and
- d. when requested by the Commonwealth, in writing, requests to enhance the Software Products.

6.2.2.2 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall raise SWCRs to implement Software Updates developed by OEMs of the applicable Software Products, and shall process those SWCRs in accordance with this clause 6.2.2.

6.2.2.3 The Contractor shall maintain a SWCR log for recording and managing SWCRs that includes, for each SWCR:

- a. a unique identifier;
- b. the date and time raised;
- c. the person that raised the SWCR (ie, the originator);
- d. when applicable, reference details of any related Engineering Change Proposal (ECP) and/or S&Q Service Request;
- e. the priority and change categorisation (eg, Minor Change or Major Change);
- f. the type(s) of Software change classification, as per clause 6.2.3.3;
- g. the configuration of the hardware and Software environment, and any associated changes to the configuration, when applicable to the Software change;
- h. current status;
- i. resolution details or change development progress, as applicable; and
- j. closure details (including date, time and the person or Configuration Control Board (CCB) authorising closure).

Note to drafters: The SWCR log may be included in the DMS under clause 2.3 of the SOW.

6.2.2.4 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's SWCR log for the Term.

6.2.2.5 The Contractor shall report the following information on the status of SWCRs (including subsequent Software Change Proposals (SWCPs)) in the Combined Services Summary Report:

- a. the number raised during the reporting period;
- b. the number closed during the reporting period;
- c. a summary of the disposition of all open SWCRs; and
- d. a summary of the progress of all open SWCPs.

6.2.2.6 The Contractor shall only close SWCRs:

- a. for Minor Changes, following completion of the implementation of the change; or
- b. for Major Changes, subsequent to the completion of the change and when agreed by the Commonwealth Representative or the Commonwealth CCB.

6.2.3 Software Change Analysis

6.2.3.1 The Contractor shall analyse and report on each SWCR:

- a. based on the priority of the SWCR, taking into account the potential impact of the proposed Software change on operations, health and safety, the environment, and other Contract work (ie, SWCRs are to be analysed in priority order); and
- b. in accordance with the timeframe(s) and other requirements specified in clause 6.2.4 of DSD-ENG-SERV, and clause 6.2.3.2 of this DSD.

- 6.2.3.2** Unless otherwise specified by the Commonwealth Representative, the Contractor shall provide the following information, which is additional to the requirements of clause 6.2.4 of DSD-ENG-SERV, when analysing SWCRs:
- a. the identification of the Software units, associated Technical Data and Software rights, associated Software (such as application kits and installation scripts), and the versions thereof that need to be developed or changed;
 - b. the identification of the Verification to be applied to both modified and unmodified parts of the system to Verify that the update has met requirements and has not introduced any unintentional changes; and
 - c. the identification of any associated hardware changes, if applicable.
- 6.2.3.3** The Contractor shall classify each Software change requested as one or more of the following types:
- a. Preventive Maintenance;
 - b. Corrective Maintenance;
 - c. Adaptive Maintenance;
 - d. Perfective Maintenance; and
 - e. no Software support required (eg, a hardware Failure incorrectly identified as being Software-related).
- 6.2.3.4** Where a SWCR involves a mix of the types identified in clause 6.2.3.3, the Contractor shall provide an estimate of, and the associated rationale for, the proportion of each type that should be attributed to the Software change.

Note to drafters: Note that clause 6.2.4 of DSD-ENG-SERV analyses change requests as either Recurring Services or S&Q Services. Software changes may also be undertaken by a Contractor Standing Capability (CSC). See guidance for additional information.

- 6.2.3.5** Subject to clause 6.2.3.6, the Contractor shall analyse all SWCRs as S&Q Services. For clarity, when a SWCR is associated with an ECP that is analysed under clause 6.2.4 of DSD-ENG-SERV as an S&Q Service, both hardware and Software aspects of the change shall be analysed under the one S&Q Order.
- 6.2.3.6** Except when otherwise agreed in writing by the Commonwealth Representative, when a SWCR, including a SWCR raised by the Commonwealth Representative, relates to maintaining the serviceability of Mission Systems and/or the extant functionality of ICT Systems, or safety and/or regulatory requirements, the Contractor shall analyse and report on the Software change within the fee for Recurring Services.

6.2.4 Development of Minor Changes to Software

- 6.2.4.1** The Contractor shall provide the Software support Services required under this clause 6.2.4 for the Software Products for which the Contractor is identified as having Engineering responsibilities at Annex A to the SOW.
- 6.2.4.2** The Contractor shall develop a SWCP for each Software-related Minor Change in accordance with:

Note to drafters: As these are Minor Changes, the associated SWCPs are not required to be Approved by the Commonwealth Representative in accordance with DSD-ENG-CM. If Approval of these SWCPs is required, drafters will need to modify this clause to use the standard wording for referencing CDRL Line Numbers.

- a. DID-CM-MGT-ECP;
- b. DSD-ENG-CM; and

Note to drafters: The first selection in the following clause relates to the governing plan for Software support, while the second selection relates to the governing plan for CM. Drafters are to make the appropriate selections and, if necessary, further tailor the clause.

- c. the Approved [...INSERT 'SWSP', 'SEMP' OR 'CEMP'...] and the Approved [...INSERT 'CMP' OR 'CEMP'...] in regards to Configuration Management.

Option: For when Minor Changes to Software Products will require Approval and the optional CCB clause has been included in clause 6.2.4 of DSD-ENG-SERV.

6.2.4.3 The Contractor acknowledges that the Commonwealth Representative will not provide Approval to proceed with the development of a SWCP under clause 6.2.4.2 until after the Commonwealth's CCB has considered the Contractor's analysis of the associated SWCR under clause 6.2.4 of DSD-ENG-SERV.

6.2.4.4 If, after commencing the development of a SWCP, the Contractor determines that the proposed Software change should be reclassified as a Major Change, the Contractor shall promptly notify the Commonwealth Representative and follow any subsequent reasonable directions given by the Commonwealth Representative for the implementation of the Software change as a Major Change.

Note to drafters: The first selection in the following clause relates to the governing plan for Software support, while the second selection relates to the governing plan for CM. Drafters are to make the appropriate selections and, if necessary, further tailor the clause.

6.2.4.5 The Contractor shall develop, implement, Verify and Validate the Software-related Minor Change in accordance with the SWCP, the Approved [...INSERT 'SWSP', 'SEMP', 'CEMP' OR 'SSMP'...] and the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...].

Note to drafters: The following options allow Minor Changes to Software to be undertaken as (Option A) S&Q Services, including CSC Tasks when a CSC is included in the Contract, or (Option B) a combination of Recurring Services and S&Q Services depending on the nature of the change. Refer to guidance for further information.

Option A: For when all Minor Changes to Software will be conducted as S&Q Services (or as CSC Tasks).

6.2.4.6 The Contractor shall undertake the work required under this clause 6.2.4 as S&Q Services.

Option B: For when Minor Changes to Software will be Recurring Services or S&Q Services, depending upon the nature of the change.

6.2.4.7 Subject to clause 6.2.4.8, the Contractor shall undertake the work required under this clause 6.2.4 as S&Q Services.

6.2.4.8 Except when otherwise agreed in writing by the Commonwealth Representative (eg, due to Defence activities in developing or testing the proposed Minor Change or due to significant cost), the Contractor shall undertake the Minor Change to Software within the fee for Recurring Services if the Minor Change:

- a. is required to be undertaken due to legislation or the other provisions of the Contract, including provisions for Defects and Latent Defects;
- b. is already provided for through a Subcontract;

Note to drafters: The Commonwealth may not be able to identify applicable exclusions when drafting the Contract. Under these circumstances, it may be appropriate to include a note to tenderers here requesting their input on potential exclusions as part of the tender responses.

- c. is to maintain the availability of one or more of the major Products (ie, those Products that form the basis of the Capability), with the exception of any Minor Change that involves:
- (i) [...INSERT APPLICABLE EXCLUSIONS (EG, 'security-related changes to an ICT System'...);

6.2.5 Development of Major Changes to Software

6.2.5.1 The Contractor shall provide the Services required under this clause 6.2.5 for the Software Products for which the Contractor is identified as having Engineering responsibility at Annex A to the SOW.

Note to drafters: *Some programs, including those requiring regulatory approval, may mandate that a Software Management Plan (SWMP) be prepared in accordance with DID-ENG-SW-SWMP (sourced from ASDEFCON (Strategic Materiel)). If required, include the following option, include the SWMP in clause 6.2.5.1 of DSD-ENG-SERV, and amend the CDRL accordingly.*

Option: *Include the following clause when an SWMP is required to manage Major Changes to Software. Refer to guidance for additional explanation.*

6.2.5.2 The Contractor shall develop, deliver and update a Software Management Plan (SWMP) in accordance with CDRL Line Number [...DRAFTER TO INSERT LINE NUMBER...]

6.2.5.3 The Contractor shall design, develop, implement, Verify and Validate (as applicable) each Major Change for Software in accordance with:

- a. this DSD, including this clause 6.2.5 and clauses 6.2.6 to 6.2.9, as applicable;
- b. clause 6.2.5 of DSD-ENG-SERV, including the SWCP(s) developed as part of or in lieu of the Engineering Change Proposal;
- c. clauses 6.2.7 and 6.2.10 of DSD-ENG-SERV;
- d. DSD-ENG-CM;

Note to drafters: *Amend the following subclause if a different standard is to be the basis of Software engineering activities to develop Major Changes. Also, select the appropriate governing plan for managing Major Changes to Software.*

- e. the requirements of AS/NZS ISO/IEC 12207:2013, as tailored by:
 - (i) the Approved [...INSERT 'SWSP' AND/OR 'SWMP' AND/OR 'SEMP'...]; and
 - (ii) the supplementary management plans for the Major Change in accordance with clause 6.2.5 of DSD-ENG-SERV; and
- f. clause 3.15 of the COC, when the development of a Major Change is undertaken as an S&Q Service.

6.2.5.4 In addition to the requirements of clause 6.2.5 of DSD-ENG-SERV, the Contractor shall Verify that:

- a. the Software change has not affected the original, unmodified requirements;
- b. the modified Software Products do not compromise existing systems; and
- c. the application kits and install scripts install correctly in the execution environment.

6.2.5.5 In addition to the V&V requirements of clause 6.2.5 of DSD-ENG-SERV and until Acceptance of the modified Software Products, the Contractor shall retain (for traceability) the test reference builds (including modified Software Products, application kits and/or install scripts) used for the conduct of each phase of Acceptance V&V activities and for each applicable execution environment.

Note to drafters: *Where Software is deployed on ICT infrastructure, DDG accreditation of the Software and release package is required. The following clause aims to ensure that accreditation is obtained when applicable.*

Option: *For when DDG accreditation for installation on Defence networks is also required.*

6.2.5.6 Where the changed Software Product(s) are to be installed on the Defence Standard Operating Environment (SOE), or the deployable SOE, the Contractor shall consult, coordinate and cooperate with the Commonwealth Representative, Defence Digital Group (DDG) and other Associated Parties, as applicable, for:

- a. the conduct of Verification activities, including compatibility testing, necessary for accreditation by DDG; and
- b. preparation of the Software Updates, application kits and install scripts, as necessary for distribution and installation in the applicable operating environment.

Option: Include when the Software Product(s) are, or are part of, an SSol.

6.2.5.7 Where the changed Software Product(s) are a Security System of Interest (SSol), or part of an SSol, the Contractor shall provide support to the Commonwealth's activities associated with the applicable Security Authorisations in accordance with DSD-ENG-SEC.

6.2.5.8 For the implementation of each Major Change, or set of changes, the Contractor shall:

- a. develop and document a migration plan to control the Software change and its impact on the parent system;
- b. provide the migration plan to the Commonwealth Representative for Approval; and
- c. implement the Software change for the affected Software Product(s) in accordance with the Approved migration plan.

6.2.5.9 The Contractor shall address the following in the migration plan:

- a. requirements analysis and definition of migration;
- b. development of migration tools;
- c. conversion of Software Product(s) and associated data;
- d. migration execution, including the extent to which old and new Software Products may be used in parallel;
- e. migration Verification;
- f. information requirements and notifications to be provided to Personnel affected by the migration, including all user actions that may be applicable; and
- g. the extent of, and arrangements for, the support of the previous (legacy) Software Products in the future.

Note to drafters: The following options allow Major Changes to Software to be undertaken as either (Option A) S&Q Services, including as CSC Tasks when a CSC is included in the Contract, or (Option B) a combination of Recurring Services and S&Q Services depending on the nature or source of the change. Refer to guidance for further information.

Option A: For when all Major Changes to Software will be S&Q Services (or as CSC Tasks).

6.2.5.10 The Contractor shall undertake the work required under this clause 6.2.5 as S&Q Services.

Option B: For when Major Changes to Software will be either Recurring Services or S&Q Services depending upon the nature or source of the change.

6.2.5.11 Subject to clause 6.2.5.12, the Contractor shall undertake the work required under this clause 6.2.5 as S&Q Services.

6.2.5.12 Except when otherwise agreed in writing by the Commonwealth Representative, the Contractor shall undertake the Major Change to Software within the fee for Recurring Services if the Major Change:

- a. is Adaptive Maintenance required for the implementation of changes to another Product Being Supported (ie, hardware and/or Software) that is to be, or has been, modified by the Contractor under a separate Minor Change or Major Change (but which was not included within the scope of that other change);
- b. is already provided for through a Subcontract; or

- c. is undertaken to incorporate new or enhanced functionality through component Software Products that will be, or have been, provided by the Commonwealth, OEM or third-party.

6.2.6 Software Releases

Note to drafters: This clause requires Software changes to be grouped and released through a periodic Software Release program (eg, six-monthly, because the OEM uses a time-boxed approach to Software Release, or because the CCB desires a staggered update program). If not required, the following clauses should be replaced with a single 'Not used'.

Clause 6.2.6 may need further development, particularly when the roll-out program requires certain users and/or locations to be prioritised. See guidance for additional information.

Drafters must insert an appropriate timeframe into clause 6.2.6.1. If the procurement team is unable to define the timeframe, the following note to tenderers may assist to obtain the required information. If the procurement team is able to define the timeframe, the note to tenderers should be deleted. See guidance for additional information.

Note to tenderers: Tenderers are requested to advise the likely frequency of Software Releases associated with the Software Products Being Supported.

- 6.2.6.1** The Contractor shall implement an on-going Software Release program, incorporating Minor Changes and Major Changes to the Software Products through a [...INSERT TIMEFRAME (EG, 'quarterly' or 'six-monthly')...] update cycle.

Option A: For when the scope of Software Releases will be discussed at Engineering Support Performance Reviews.

- 6.2.6.2** The parties shall jointly determine the scope of each Software Release, including both the Major Changes and Minor Changes to Software to be included in the Software Release, as part of Engineering Support Performance Reviews conducted in accordance with clause 5.3 of the SOW.

Option B: For when the scope of Software Releases will be discussed at separate planning meetings. Drafters must insert appropriate timeframes into the following two clauses.

- 6.2.6.3** The parties shall conduct the first meeting to discuss and agree the Software Release program [...INSERT TIMEFRAME, EG, 'three months after the Operative Date'...].

- 6.2.6.4** At least [...INSERT TIMEFRAME, EG, 40...] Working Days before each Software Release is scheduled for release, the Contractor shall meet with the Commonwealth Representative to determine the proposed Major Changes and Minor Changes to be included in the scope of subsequent Software Releases.

- 6.2.6.5** The Commonwealth Representative shall, following consultation with the Contractor, be responsible for determining the priority of Major Changes and Minor Changes considered for inclusion in each Software Release and for any subsequent change to the agreed scope of a Software Release.

- 6.2.6.6** Once the scope of a Software Release has been agreed, the set of Major Changes and Minor Changes included within that Software Release shall only be changed when:

- a. the need for an additional Software change is required:
 - (i) as a result of a class 1 or class 2 Failure (as defined in DSD-OPS-HLPDSK) of an existing Software Product has occurred;
 - (ii) as a result of the Software Product having caused, or contributed to, a Failure in an interfacing system, which the Commonwealth considers to be the equivalent of a class 1 or class 2 Failure; or
 - (iii) to address an operational imperative (eg, in a Contingency situation);
- b. the parties agree that the proposed change to the scope of the Software Release is achievable; and

- c. the Commonwealth Representative is satisfied with the re-prioritisation of Software changes including, when applicable, the deferral of other Major Changes and/or Minor Changes to a subsequent Software Release.

6.2.6.7 When either party wishes to change the agreed scope of a Software Release in accordance with clause 6.2.6.6, the parties shall meet to discuss the impact of the proposed change(s) on the Products (including both Software and hardware, if applicable) and the Services, including any impact on the scope, schedule and resources needed for the Software Release and subsequent Software Releases.

6.2.6.8 When a meeting is required in accordance with clause 6.2.6.7 which cannot be scheduled as part of an appropriate Periodic Performance Review, the parties shall conduct the meeting as an ad hoc meeting in accordance with clause 3.4.6 of the SOW.

6.2.7 Additional Requirements for Preventive Maintenance Involving Change

Note to drafters: Refer to guidance for further information regarding this clause.

6.2.7.1 Not used.

6.2.8 Additional Requirements for Corrective Maintenance Involving Change

6.2.8.1 When performing Corrective Maintenance of Software, which involves either a Minor Change or a Major Change, the Contractor shall comply with the requirements of this clause 6.2.8 in addition to the requirements of clauses 6.2.4 and 6.2.5.

Note to drafters: The following optional clause allows Corrective Maintenance to be linked to the service request resolution times for a help desk operated by the Contractor. If the Failure classification scheme identified in DSD-OPS-HLPDSK is required, but that DSD is not being used, then drafters should copy the required subclauses and table from clause 6.2.4 of DSD-OPS-HLPDSK into this location. The following clause should then be modified accordingly. If not applicable, the optional clause should be deleted.

Option: For use when Corrective Maintenance will be subject to resolution times for service requests specified in DSD-OPS-HLPDSK.

6.2.8.2 Unless otherwise agreed by the Commonwealth Representative (eg, within an Approved SWCP or agreed Software Release package), the Contractor shall resolve Failures in the Software Products consistent with the achievement of the service request resolution times, for the class of Failure, as identified in clause 6.2.4 of DSD-OPS-HLPDSK.

6.2.9 Additional Requirements for Adaptive Maintenance Involving Change

Note to drafters: Refer to guidance for further information regarding this clause.

6.2.9.1 Not used.

6.2.10 Data Manipulation

6.2.10.1 The Contractor shall provide data manipulation Services, including related analysis, data preparation and reporting, as appropriate, for those Software Products for which the Contractor has been identified as having data manipulation responsibilities at Annex A to the SOW.

6.2.10.2 The Contractor shall provide data manipulation Services to:

Note to drafters: Data manipulation involves working with databases to provide specific Services and/or Deliverables required by the SPO or Defence system user. The data manipulation Services listed under this clause must be able to be scoped as Recurring Services. Examples of data manipulation activities that could be required include:

- **generation of operational libraries for Software loads on a regular basis;**
- **on-going data mining activities for trend analyses and reporting purposes; and**
- **data manipulation for to enable inputting data transfer to and from other external data sources and exporting data to other sources on a regular basis.**

- a. [... DRAFTER TO INSERT ...] in accordance with [... INSERT ANNEX OR OTHER REFERENCE...]; and

- b. [... DRAFTER TO INSERT ...] in accordance with [... INSERT ANNEX OR OTHER REFERENCE...].

Note to drafters: The following requirements for data manipulation Services are those which cannot be reasonably scoped, and will therefore be the subject of S&Q Services or CSC Tasks. Examples of the types of data manipulation activities that could be required include:

- **the generation of bespoke reports;**
- **initial investigation of Major Changes, prior to raising a Software Change Request;**
- **Commonwealth investigations into interfacing systems; and**
- **end-to-end investigations, where the Products Being Supported are part of a larger networked system.**

6.2.10.3 When requested by the Commonwealth in writing, the Contractor shall undertake data manipulation Services, which may or may not be related to the specific outcomes required under the Contract (eg, to analyse the Failure data for a Product Being Supported in order to analyse the impact on an interfacing system), for which Contractor the has technical capability and expertise, including:

- a. [... DRAFTER TO INSERT ...]; and
b. [... DRAFTER TO INSERT ...].

6.2.10.4 The Contractor shall raise requests for data manipulation Services based on its expert judgement, for issues that are not addressed by clause 6.2.10.2 or clause 6.2.10.3, and that have potential benefits for the Commonwealth, as stated in the request.

6.2.10.5 A data manipulation Services request raised by either party, under clause 6.2.10.3 or 6.2.10.4, shall detail:

- a. the scope and objectives of the data manipulation Service;
b. the estimated duration and/or due date;
c. any required data deliverables, such as libraries, output reports or transfer files;
d. reporting requirements, including report format, if applicable; and
e. any other requirements applicable to the data manipulation Service.

6.2.10.6 Subject to clause 6.2.10.2, the Contractor shall undertake data manipulation Services conducted in accordance with clauses 6.2.10.3 and 6.2.10.4 as S&Q Services.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-MNT-MGT****(REQUIREMENTS FOR THE MANAGEMENT OF MAINTENANCE SERVICES)**

| | |
|-----------------------------------|--|
| <u>Status:</u> | Optional (must be used for Maintenance of all Materiel Systems and equipment that are not administrative type computer systems). |
| <u>Purpose:</u> | To identify the management requirements common to the Maintenance of the Products identified at Annex A to the SOW. |
| <u>Policy:</u> | DEFLOGMAN Part 2 Volume 10 Chapter 2, <i>Materiel Maintenance Policy</i> DEFLOGMAN Part 2 Volume 10 Chapter 17, <i>Contingency Maintenance Policy</i> |
| <u>Guidance:</u> | This DSD is required to establish the framework under which DSD-MNT-SERV and other drafter-developed Maintenance DSDs can be implemented. |
| <u>Related Clauses/Documents:</u> | DID-MNT-MMP DSD-MNT-SERV, Routine Maintenance Services |
| <u>Optional Clauses:</u> | None |

5 APPLICABLE DOCUMENTS

| | |
|------------------|---|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To identify authoritative documents (excluding individual Maintenance manuals) applicable to the Maintenance Services to be provided. |
| <u>Policy:</u> | The individual Defence environments (eg, Land, Maritime and Aerospace) each have policies regarding Maintenance that are captured in the respective ADF regulatory / assurance framework documents. Explosive Ordnance also has assurance-related policies for Maintenance, to be referenced when applicable. |
| <u>Guidance:</u> | Edit the list of applicable documents to suit the Maintenance Services. These documents should have applicability to all of the Maintenance Services, such as regulatory documents and technical maintenance plans that cross-refer to individual Maintenance and servicing manuals (it is not expected that all manuals for complex systems be listed here). Note that Annexes A and D to the SOW are used to identify Maintenance manuals (often in sets or series) for specific systems and Repairable Items. Drafters should also refer to the guidance for clause 5 of DSD-MNT-SERV. |

Related Clauses/Documents:

None

Optional Clauses: None**6.2.1 Maintenance Management, Administration, and Reporting**

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To identify the Maintenance management, administration, and reporting requirements for the Products that require Maintenance. |
| <u>Policy:</u> | TBD |
| <u>Guidance:</u> | To tailor this clause, drafters need to insert references to the relevant plan and ADF regulatory / assurance framework publications, orders, or instructions describing administrative processes that must be followed for Maintenance Services to be performed. This list should not include detailed Maintenance manuals for the Products, as these are included in DSD-MNT-SERV by reference to SOW Annex A (and Annex D, indirectly). |

Drafters should consider the need for Maintenance logs and other documentation to be provided to the Commonwealth for reporting of Maintenance actions. If needed, a definition for Maintenance Documentation may be added to the Glossary to capture the scope of documents involved, which may include a list of approved forms. The clauses using 'Maintenance documentation' will also require adjustment.

Related Clauses/Documents:

DID-MNT-MMP specifies requirements for a Maintenance Management Plan (MMP)

Optional Clauses: None

6.2.2 Maintenance Management System

Status: Core

Purpose: To identify the approach to Maintenance management, administration, and reporting using a Maintenance Management System and, in particular, whether on-line access to a Defence Maintenance Management System will be provided.

Policy: TBD

Guidance: If applicable, drafters need to insert references to ADF regulatory / assurance framework publications for the Maintenance Management System. For aerospace, for example, 'DASR M.A.305, Aircraft continuing airworthiness record system' and 'DASR M.A.306, Aircraft technical log'. If no regulation or reference applies, amend the clause to refer only to the MMP or SSMP.

The drafter should also select from the optional clauses that identify who will provide the system. Option A should be selected when the Contractor will be provided on-line access to a Commonwealth-owned (or licensed) Maintenance Management System, such as MILIS, AMPS, CAMM2 or the Defence Enterprise Resource Planning (ERP) System. Option B is for the use of a Contractor system, which would be used in accordance with the Approved MMP.

Option A would be applicable where the Contractor is working on a Defence site or the Commonwealth will provide on-line system access from an off-site Maintenance facility owned by the Contractor. If the Defence ERP System will be used, but the timing of the Defence ERP implementation in relation to the contract is such that work will initially be undertaken using a legacy system, a note to tenderers is to be included to advise tenderers of the expected change. There are also two sub-options, Option A-1 whereby the Contractor will be given exclusive access to the system (ie, system equipment provided as GFE, including within GFF) or Option A-2 for shared access (ie, where system terminals are located in a facility shared with Defence staff or another contractor). Details of GFE and GFS need to be added to Attachment E when applicable.

Drafters should note that training in Commonwealth-provided Information Systems is addressed by SOW clause 3.16, and additional clauses are not required here.

Of the two optional clauses, only Option B is likely to be applicable to Information Systems support contracts, where a major Maintenance Management System may not be suitable. Additionally, where the Contractor will be conducting all Maintenance and/or the Maintenance requirements are small, it may not be cost-effective or appropriate to provide an on-line connection to the Commonwealth system. In these instances, the requirements for reporting of Maintenance data, if required in addition to Maintenance log cards, will need to be identified and an appropriate DID may need to be developed (for physical or electronic transfer), added to the CDRL, and referred to from Option B.

Note that it is also possible for a Contractor to have on-line access to a Commonwealth system while located at a Defence facility, and to not have access at another location where Services are being performed. If this is expected when drafting the RFT, the drafter should include and tailor both Options A and B to suit.

Related Clauses/Documents:

SOW clause 3.16, Training in Defence Information Systems

DID-MNT-MMP specifies requirements for a MMP
Attachment E, GFM and GFS
Attachment O, Government Furnished Facilities Licence

Optional Clauses: None

6.2.3 Scheduling

Status: Optional

Purpose: To identify and advise the Commonwealth of the scheduling of major Maintenance activities and to facilitate Contractor-Commonwealth coordination of system use and Maintenance downtime.

Policy: TBD

Guidance: This clause may not be applicable if the Maintenance Services do not involve taking Mission Systems off-line for Maintenance, or particular Maintenance activities are continuous in nature and without variability that would interest the Commonwealth. Additionally, this clause may not be required if the scheduling reported through the Maintenance Management System (clause 6.2.2.2b) is sufficient for Commonwealth purposes.

Scheduling of Maintenance, and the inclusion of this clause, is beneficial when the Commonwealth needs to coordinate operational use with Maintenance activity, forecast related payment milestones (eg, during depot overhaul), coordinate modification installations, schedule GFS for Maintenance, or where a high level performance measure, such as system availability, is forecast to change on a regular (eg, monthly) basis. The schedule may be delivered either within the SSMS or the CSSR, depending upon which data item has been identified in the draft SOW.

If scheduling is not applicable, the clauses under 0 should be deleted and replaced with a single 'Not used'.

Related Clauses/Documents:

DID-MNT-MMP, DID-SSM-SSMS, DID-SSM-CSSR

DSD-MNT-SERV, Routine Maintenance Services

Clause 6.2.2.2b for scheduled Maintenance within the Maintenance Management System.

Optional Clauses: None

6.2.4 Authority to Fit

Sponsor: Applicable ADF regulatory / assurance authority:

Maritime Naval Materiel Seaworthiness Assurance Authority (NMSwAA)

Land Director of Technical Regulation - Army (DTR-A)

Aerospace Defence Aviation Safety Authority (DASA)

Status: Optional (must be included for all systems and equipment managed within an ADF regulatory / assurance framework).

Purpose: To implement strict parts and Configuration Control for systems and equipment subject to ADF regulatory / assurance framework requirements.

Policy: TBD

Guidance: If there are requirements for Maintenance Services to adhere to a strict parts control and Configuration Control program, such that only authorised Non-Repairable Items are used, then this clause will be applicable.

If not applicable, the clauses under 6.2.4 should be deleted and replaced with a single 'Not used'.

The authority to fit a Non-Repairable Item will be recorded in an information system or document, which could be one of a number of sources, depending on the environment, Contract scope, and on-line access given to the Contractor. The source may be on-line, such as ADAASS (for aerospace), or within a document such as an IPB or Illustrated Parts Catalogue. The applicable source document / system should be entered into this clause.

Related Clauses/Documents:

Clause 6.2.5, Cannibalisation
DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

6.2.5 Cannibalisation

Status: Optional (must be included for all systems and equipment managed and maintained within an ADF regulatory / assurance framework).

Purpose: To implement strict controls on Cannibalisation practices. Cannibalisation is also known as 'controlled parts exchange'.

Policy: TBD

Guidance: Cannibalisation is the removal of a serviceable Repairable Item or Non-Repairable Item from one system or high-level spare, in order to use that item to make another system available to undertake operations. Cannibalisation is not generally permitted unless there is an immediate operational requirement because it involves additional 'unnecessary' Maintenance (ie, two Maintenance tasks will be required instead of one) and can lead to unintentional damage. It can also mask problems with supply chains and/or deeper-level Maintenance (eg, at OEMs).

For many Products, particularly if subject to Preventive Maintenance, containing components with limited life, or subject to different modification states, Cannibalisation and these clauses can only be applicable where there is a strict parts and Configuration Control program in place; accordingly, inclusion of the 'Authority to Fit' clause is a prerequisite to Cannibalisation.

If Cannibalisation is not applicable, the clauses under 6.2.5 should be deleted and replaced with a single 'Not used'.

If included, there is an optional clause under clause 6.2.5 for when the Commonwealth may need to perform Cannibalisation during maintenance, which may be relevant information for the Contractor. If included, the name of the maintenance management system needs to be inserted. There is also a note to tenderers for the change-over to the Defence ERP system; if the Defence ERP System is available when Maintenance Services begin, this note can be deleted.

Related Clauses/Documents:

Clause 6.2.4, Authority to Fit
DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

6.2.6 Beyond Economic Repair and Beyond Physical Repair

Status: Core

Purpose: To define the requirements for Maintenance activity regarding Repairable Items that have been damaged, are worn out, or have suffered such significant failure that they may no longer be economical to repair or be able to be physically repaired.

Policy: **Maritime** *NAVSUPMAN 10*
Land *Electronic Supply Chain Manual*
Aerospace *AAP3530.002, Salvage, Conversion and Disposal of Stores;*

AAP3031.001, *RAAF Equipment Accounting Procedures*; and/or
 AAP7001.042-1, *RAAF Maintenance System for Technical Equipment*.

Guidance: The conditions to determine whether or not a Repairable Item should be considered economical to repair will vary from one Service or Product to another. Drafters should check the definitions for Beyond Economic Repair and Beyond Physical Repair in the Glossary to confirm that they are suitable. For example, these definitions may need to include the Service-specific or environment-specific criteria for making the determination as to Beyond Economic Repair or Beyond Physical Repair. Alternatively, these criteria can be incorporated into this clause. Finally, drafters need to be mindful that repair may deliver a reduced Repairable Item life (ie, the MTBF may be less after repair than before repair), and this needs to be considered in any Beyond Economic Repair calculation.

Related Clauses/Documents:

DSD-SUP-SERV, Supply Support Services (Disposals clause)

Optional Clauses: None

6.2.7 Maintenance Investigations

Status: Optional

Purpose: To enable Maintenance investigations to be undertaken, as and when required, in support of Maintenance activities.

Policy: TBD

Guidance: Maintenance investigations and reporting are essential for systems with complex Maintenance requirements. Requirements for the investigation of Defects are included in ADF regulatory / assurance framework publications (eg, DASR M.A.202, Occurrence reporting). For consistency with Defence processes, drafters should insert references to Defence procedures that apply those requirements.

Following the Maintenance investigation, findings and issues uncovered in relation to the Defect may be referred for an engineering investigation, to be performed by the Contractor (under DSD-ENG-SERV), the Commonwealth, or a third party.

Related Clauses/Documents:

DSD-ENG-SERV, Routine Engineering Services (Engineering Investigations clause)

Optional Clauses: None

1.1.1 Maintenance Assurance Services

Status: Optional. Applicable to aerospace contracts when the Contractor is to provide support to the Continuing Airworthiness Manager (CAM) by monitoring and then reporting on the Contractor's Maintenance activities, as part of continuing airworthiness assurance.

Purpose: To require the Contractor to perform surveillance and assurance of Contractor Maintenance functions, in support of the CAM's continuing airworthiness program.

Policy: DASR M, *Continuing Airworthiness Management*

Guidance: Optional clauses (below) have been drafted for continuing airworthiness. These clauses may be adapted for seaworthiness or Land materiel safety assurance if similar assurance monitoring and reporting obligations apply.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add to the end of the DSD to avoid cross-reference errors). The list of functions under clause 1.1.1.5 must be aligned to the scope of the Maintenance Services; for example, if the Services include pre-flight (before flight) Maintenance.

Specific Continuing Airworthiness Management Organisation (CAMO) procedures for DASR Part M are generally written for the aircraft type and, as a result, cross-references to instructions / Quality Management System (QMS) procedures need to be inserted. These procedures must be accessible by the Contractor. For further guidance, seek advice from the CAM and/or the DASA.

Related Clauses: See 'Airworthiness Reviews' below.

Optional Clauses:

- 1.1.1.1** The Contractor acknowledges:
- a. the need for compliance with continuing airworthiness requirements in order to ensure the safe operation of the [...INSERT FLEET / WEAPON SYSTEM...];
 - b. that DASR Part M defines requirements for continuing airworthiness management and the creation of the Commonwealth Continuing Airworthiness Manager (CAM) role within a DASA-approved Continuing Airworthiness Management Organisation (CAMO); and
 - c. that the CAMO is, and at all times remains, accountable for all continuing airworthiness management tasks to be performed in accordance with DASR Part M.
- 1.1.1.2** The Contractor shall, on behalf of the Commonwealth Representative, provide Maintenance assurance Services to the CAM by monitoring the management and recording of Maintenance activities performed by the Contractor and Subcontractors, to ensure compliance with the DASR Part M, *Continuing Airworthiness Management*, and related CAMO requirements identified under this clause 1.1.1.
- 1.1.1.3** Unless otherwise agreed by the Commonwealth Representative, Contractor Personnel performing Maintenance assurance Services shall be independent reviewers, having not been involved in performing the individual tasks that they review.
- 1.1.1.4** Contractor Personnel performing Maintenance assurance Services shall perform Maintenance assurance Services in accordance with the Approved MMP, and the [...INSERT NAME OF QMS ...] Quality Management System (QMS) assurance procedures for DASR Part M, as identified in clause 1.1.1.5.
- 1.1.1.5** Contractor Personnel performing Maintenance assurance Services shall monitor compliance of Maintenance Services with the continuing airworthiness requirements, and report to the CAM in relation to:

Note to drafters: Amend or delete, as applicable, the following subclauses to define the scope of assurance monitoring Services to be undertaken by the Contractor.

- a. the accomplishment of Maintenance in accordance with DASR M.A.201(g), DASR M.A.201(l), and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...];
- b. the correct installation of operational and emergency equipment, and reporting to the operating organisation regarding the serviceable / unserviceable status of that role equipment in accordance with [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...], to enable the operating organisation to comply with DASR M.A.201(a)2;
- c. Contractor-performed pre-flight inspection accomplishment and recording, in accordance with DASR M.A.301(a)1, [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...] and the applicable aircraft manuals;
- d. the management, rectification and reporting of Defects or damage affecting the safe operation of aircraft, in accordance with DASR M.A.301(a)2, DASR M.A.708(b)6 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...];
- e. the conduct of Maintenance check flights, in accordance with DASR M.A.301(a)8 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...];
- f. the completion of each Certificate of Release to Services (CRS) in accordance with DASR M.A.801, DASR M.A.802 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...], for aircraft and for components, as applicable;

- g. the coordination of scheduled Maintenance in accordance with DASR M.A.708(b)8, M.A.710(a)7 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...], including the application of Airworthiness Directives, the replacement of service life limited parts, and component inspection requirements;
- h. the implementation of Airworthiness Directives, including operational directives, in accordance with DASR M.A.301(a)5 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...]; and
- i. modifications, repairs and mandatory inspections being performed in accordance with DASR M.A.301(a)6, DASR M.A.304 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...].

1.1.2 Airworthiness Reviews

Status: Optional. Applicable to aerospace contracts when the Contractor is to provide support to the CAM in the preparation for and the conduct of airworthiness reviews.

Purpose: To require the Contractor to perform Maintenance surveillance and assurance functions to support the CAM to implement continuing airworthiness requirements.

Policy: DASR M.A.710, *Airworthiness review*
DASR M.A.901, *Aircraft airworthiness review*

Guidance: Optional clauses (below) have been drafted for continuing airworthiness. These clauses may be adapted for seaworthiness and Land materiel safety assurance if system-by-system reviews of Maintenance and related activities (for each ship / vehicle, etc, in a class / fleet) are required.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add to the end of the DSD to avoid cross-reference errors).

Support for airworthiness reviews may be conducted as a Recurring Service if the scope of Contractor work is adequately defined. Hence, the note to tenderers should be amended if required. If the Contractor's role is clearly described in the CAMO QMS procedure / standing instructions, then the second clause (in the option box) will not be required. If the Contractor's role is not clearly separated from other organisations, the clause in the option box should be included and tailored. Alternatively, a clause may be inserted to state that 'Contractor support to airworthiness reviews shall be conducted as an S&Q Service'.

Related Clauses: See 'Maintenance Assurance Services' above.

Optional Clauses:

Note to tenderers: Airworthiness reviews will be conducted for each aircraft on an annual basis.

1.1.2.1 The Contractor shall, on behalf of the Commonwealth Representative, support the CAM in performing airworthiness reviews in accordance with DASR M.A.901 and [...INSERT CAMO INSTRUCTION / QMS PROCEDURE...].

Option: Include and tailor this clause if the Contractor's role in airworthiness reviews is not clearly separated from other organisations in the CAMO QMS procedures / instructions.

- 1.1.2.2** To support the CAM in performing each airworthiness review, the Contractor shall:
- a. review and summarise Maintenance and related data for each aircraft, in accordance with DASR M.A.710(a);
 - b. conduct physical surveys of each aircraft, in accordance with DASR M.A.710(b) and M.A.710(c); and
 - c. present the information collected in accordance with clauses 1.1.2.2a and 1.1.2.2b at the airworthiness review meeting.

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-MNT-MGT-V5.2
2. **TITLE:** REQUIREMENTS FOR THE MANAGEMENT OF MAINTENANCE SERVICES
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the generic management functions to be performed as part of the Maintenance of the Products identified at Annex A to the SOW. These functions are generally regulatory in nature, or are essential for the management of Maintenance functions and for maintaining Configuration Control of the Products during Maintenance.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Maintenance Services defined in the Maintenance requirements of the SOW and related DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include references that are applicable to the management of Maintenance Services). Do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

| | |
|------------------|---|
| AAP 6734.001 | <i>Defence Aviation Safety Manual</i> |
| AAP 8000.011 | <i>Defence Aviation Safety Regulations (DASR)</i> |
| ANP3411-0101 | <i>Naval Materiel Assurance Publication</i> |
| LMSM | <i>Land Materiel Safety Manual</i> |
| DEFLOGMAN Part 3 | <i>Electronic Supply Chain Manual (ESCM)</i> |

6. SERVICE DESCRIPTION

6.1 Introduction

Note to drafters: Throughout this DSD, drafters are to insert the appropriate plan (eg, MMP or SSMP) to match the governing plan for Maintenance inserted in the body of the SOW.

6.1.1 Scope of DSD

Note to drafters: Amend the following clause to align with the required Maintenance Services.

6.1.1.1 The Contractor shall provide management of Maintenance Services, as described in this DSD and in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...], for the following types of Products listed in Annex A to the SOW:

- a. Mission System(s); and
- b. Repairable Items.

6.2 Services

6.2.1 Maintenance Management, Administration and Reporting

Note to drafters: Insert the relevant references into the following clause for the applicable processes (eg, for recording of Maintenance actions, tracking serial numbered items, filling in technical logs / tracking cards, etc).

6.2.1.1 The Contractor shall undertake all Maintenance administrative actions necessary to ensure that the correct technical recording and reporting processes have been followed in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...] and, to the extent

applicable to the Maintenance Services, [...INSERT ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...].

Note to drafters: Maintenance documentation in the following two clauses include Maintenance logs, Maintenance forms, etc. The clauses may be amended if required to be more specific. Alternatively, 'Maintenance Documentation' could be added as a defined term in the Glossary and substituted in the two clauses below.

- 6.2.1.2** The Contractor shall update the Maintenance documentation for the Products specified in clause 6.1.1.1 in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].
- 6.2.1.3** Unless otherwise defined in the Approved [...INSERT 'MMP' OR 'SSMP'...], the Contractor shall deliver the updated Maintenance documentation to the Commonwealth Representative when the Product to which the Maintenance documentation applies is returned into the Commonwealth's care, custody or control.
- 6.2.2 Maintenance Management System**
- 6.2.2.1** The Contractor shall use a Maintenance Management System, in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...] and:
- a. [...INSERT REGULATION OR REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...]; and
 - b. [...INSERT REGULATION OR REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...].
- 6.2.2.2** The Contractor shall use the Maintenance Management System for the Products specified in clause 6.1.1.1 to:
- a. maintain operating and Maintenance history, including failure data and failure trends;
 - b. forecast scheduled Maintenance arisings and provide notification to the Commonwealth Representative of Products approaching a scheduled Maintenance activity (ie, within servicing latitude);
 - c. provide reports on availability and servicing details;
 - d. maintain job records and progress sheets/cards;
 - e. reflect the location and movement of Products subject to Maintenance or modification incorporation (or both); and
 - f. record the modification status.
- 6.2.2.3** The Contractor shall ensure that Maintenance Services undertaken by Subcontractors, for the Products specified in clause 6.1.1.1, are entered into the Defence or Contractor Maintenance Management System, as applicable, for those functions identified in clause 6.2.2.2.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence Maintenance Management System. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

The note to tenderers below is included to advise tenderers of the forthcoming change to the Defence ERP System. If, as part of the Defence ERP System, the maintenance management / complex maintenance function will be available by OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years. References to the [...INSERT NAME OF SYSTEM...] below should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the Defence ERP System, will be included in negotiations for any resultant Contract. If the relevant Defence ERP System functions have not been

implemented by ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

Option A: For when the Contractor will be provided with on-line access to a Defence Maintenance Management System, the name of the system must be inserted into the applicable clauses below.

6.2.2.4 The Commonwealth shall provide the Contractor with on-line access to the Defence Maintenance Management System, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.2.1 for this Contract.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence Maintenance Management System.

6.2.2.5 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence Maintenance Management System.

6.2.2.6 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence Maintenance Management System and the Contractor will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements may need to be developed, by the drafter, to enable data to be transferred to a Defence Maintenance Management System. In this situation, clause 6.2.2.9 should also be modified to incorporate the appropriate CDRL reference.

6.2.2.7 The Contractor shall implement a Maintenance Management System to meet the requirements of clause 6.2.2.1.

6.2.2.8 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's Maintenance Management System for the Contract Term.

6.2.2.9 The Contractor shall develop, deliver and update Maintenance management, administration and reporting data, for entry into the Defence Maintenance Management System, in accordance with CDRL Line Number MNT-[...INSERT LINE NUMBER...].

Note to drafters: The times in the following clauses may be adjusted to meet the specific requirements for the Contract. Drafters should note that the phrase, 'unless otherwise allowed for in the Contract', provides flexibility for certain data, which may exceed the timeframes specified because of the associated requirements defined in the Contract. The second clause may be deleted if Surge is not applicable to the Contract.

Option: For when the information on the Maintenance Management System is time-critical.

6.2.2.10 Subject to clause 6.2.2.11 of this DSD and unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on the Maintenance Management System for the Products specified in clause 6.1.1.1 is never more than 24 hours out-of-date.

6.2.2.11 During periods of Surge, the Contractor shall ensure that the information on the Maintenance Management System for the Products specified in clause 6.1.1.1 is never more than two hours out-of-date.

6.2.3 Scheduling

Note to drafters: If a Support Services Master Schedule is required by the SOW, then this schedule should be included in the following clause.

6.2.3.1 The Contractor shall prepare, maintain and deliver to the Commonwealth Representative, within the [...INSERT 'Support Services Master Schedule and the'...] Maintenance Management Plan, a schedule of planned Maintenance servicing, projecting future work

effort for a period of not less than one year, or until the end of the Term when that period is less than one year.

Note to drafters: If the Maintenance services (in DSD-MNT-SERV or other) do not include major servicings / overhauls, then delete the following clause.

6.2.3.2 The Contractor shall include in the schedule of planned Maintenance servicings, a schedule for each major servicing, including the incorporation of approved Modification Orders and Technical Instructions that are implemented during the servicing period.

6.2.4 Authority to Fit

Note to drafters: The following clauses are applicable where Maintenance of the Mission System and/ or the Support System Components are/ is subject to parts control requirements. The Applicable Reference in the following clause could be MILIS, ADAASS, the applicable IPBs, or other reference as defined by ADF regulatory / assurance framework requirements. The clause may also require restructuring if differing references are required to address the full scope of Mission System(s) and Repairable Items listed at Annex A to the SOW.

6.2.4.1 In accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...], the Contractor shall use [...INSERT APPLICABLE REFERENCE...], to determine the authority to fit a Repairable Item or a Non-Repairable Item to any of the Products specified in clause 6.1.1.1.

6.2.4.2 The Contractor acknowledges that identification of an Item by Commercial and Government Entity (CAGE) code and part number approved by the Original Equipment Manufacturer (OEM) only is not sufficient to determine authority to fit.

6.2.4.3 Replacement Non-Repairable Items, to be fitted to a Repairable Item, shall be:

- a. unused, except for situations which arise under Cannibalisation;
- b. a currently OEM approved CAGE code / part number combination, sourced from the OEM or a current OEM approved source of supply, except for situations which arise under Cannibalisation; and
- c. for Aeronautical Items, accompanied by a Certificate of Conformity prepared in accordance with Volume 5 Section 1 Chapter 4 of the *Electronic Supply Chain Manual*.

Note to drafters: The Applicable Reference in the following clause is the same as the one inserted into clause 6.2.4.1.

6.2.4.4 If the CAGE code / part number combination is currently OEM-approved, but the [...INSERT APPLICABLE REFERENCE...] has not yet been updated, such Items will be authorised for fit subject to the Contractor receiving Approval from the Commonwealth Representative (or authorised delegate). The Contractor shall not fit such Item until this Approval is received in writing.

6.2.5 Cannibalisation

Note to drafters: This clause is applicable if Maintenance Services, which are subject to parts control requirements, permit the Cannibalisation of serviceable Repairable Items or Non-Repairable Items from a system or higher-level Repairable Item in order to make another system available for operations. The Contractor has the flexibility to cannibalise Commonwealth assets it holds, in order to achieve system availability, subject to the requirements of this clause.

6.2.5.1 Unless otherwise directed in writing by the Commonwealth Representative, the Contractor shall undertake Cannibalisation (or “controlled parts exchange”) [...INSERT 'only during periods of Surge and' IF SURGE IS APPLICABLE...] only when a Repairable Item or Non-Repairable Item is urgently required to meet operational needs.

Note to drafters: Insert the relevant reference into the clause below.

6.2.5.2 The Contractor shall undertake Cannibalisation in accordance with [...INSERT REGULATORY / ASSURANCE DOCUMENT OR OTHER APPLICABLE REFERENCE...] and the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.2.5.3 The Contractor shall ensure that Cannibalisation does not result in the equipment, from which the Repairable Item or Non-Repairable Item is taken, becoming Beyond Economic Repair.

- 6.2.5.4** The Contractor shall Verify the serviceability of the Cannibalised Repairable Item or Non-Repairable Item either prior to, or on, the installation of the Item.
- 6.2.5.5** For any equipment with a fatigue life data monitoring requirement, the Contractor shall seek written Approval from the Commonwealth Representative prior to the Cannibalisation of the equipment.
- 6.2.5.6** The Commonwealth Representative may, at any time, request the Contractor to Cannibalise equipment and/or parts from equipment held by the Contractor in order to meet operational needs. The Contractor shall use its best endeavours to satisfy the request for Cannibalised Repairable Items or Non-Repairable Items.
- 6.2.5.7** As Cannibalisation constitutes a change in location of an Item, the Contractor shall record the movement of each Repairable Item or Non-Repairable Item, which has been Cannibalised by the Contractor, via the Maintenance Management System.
- 6.2.5.8** Subject to clause 6.2.5.9, the Contractor shall undertake Cannibalisation pursuant to this clause 6.2.5 as an S&Q Service.
- 6.2.5.9** If the Cannibalisation requirement arises due to a Contractor shortfall, the Contractor shall undertake the Cannibalisation at no additional cost to the Commonwealth.

Note to drafters: *The Maintenance Management System in the following option is to be consistent with clause 6.2.2, or modified accordingly where a system is not specified (Option B of 6.2.2). Alternatively, if a different method of notifying the Contractor is to be used, the clause should be modified accordingly.*

The note to tenderers below is included to advise tenderers of the transition to the Defence ERP System. If, the required Defence ERP System functions will be available before OD (for exchanging maintenance-related notices), then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated.

Note to tenderers: *The Defence ERP System will replace existing Defence information systems over a number of years. Refer to the note to tenderers above clause of 6.2.2 for further details.*

Option: *For when the Commonwealth is performing Maintenance, and Cannibalisation by the Commonwealth could be a requirement, to maintain system availability.*

- 6.2.5.10** The Commonwealth may, at its discretion and without varying the obligations of the Contractor, carry out Cannibalisation from time to time to maintain system availability. The Commonwealth will notify the Contractor of such activities through the [...INSERT NAME OF SYSTEM...].

6.2.6 Beyond Economic Repair and Beyond Physical Repair

- 6.2.6.1** The Contractor shall notify the Commonwealth Representative, in writing, of Repairable Items that it regards as being either Beyond Economic Repair or Beyond Physical Repair. Such notices shall include:
- a. the rationale for assessing that the Repairable Item is either Beyond Economic Repair or Beyond Physical Repair;
 - b. for Repairable Items assessed as Beyond Economic Repair, a comparison of repair and replacement costs;
 - c. risks associated with repairing the Repairable Item (such as non-availability of components);
 - d. risks associated with not repairing the Repairable Item (such as insufficient spares quantities for life of type); and
 - e. a recommended course of action.
- 6.2.6.2** All Commonwealth-owned Repairable Items, which are assessed as either Beyond Economic Repair or Beyond Physical Repair, shall remain the property of the Commonwealth.

- 6.2.6.3** The Commonwealth Representative shall advise the Contractor within 15 Working Days of receipt of the notice, or such other time as agreed between the parties, of whether it requires that the Contractor:
- a. repair the Repairable Item;
 - b. disassemble the unserviceable Repairable Item to recover components;
 - c. dispose of the unserviceable Repairable Item in accordance with the provisions of DSD-SUP-SERV; or
 - d. hold the Repairable Item pending further investigation.
- 6.2.6.4** The Contractor shall comply with the Commonwealth Representative's determination at clause 6.2.6.3 within the time period stipulated by the Commonwealth Representative.
- 6.2.7 Maintenance Investigations**
- 6.2.7.1** The Contractor shall investigate and report on any Defects in Non-Repairable Items and any of the Products specified in clause 6.1.1.1, which are identified during system operation (eg, operator's occurrence report) or Contractor-performed or Commonwealth-performed Maintenance, in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...] and [...INSERT INSTRUCTION / PROCEDURE OR ASSURANCE REQUIREMENT...].
- 6.2.7.2** The Contractor's investigation of Defects pursuant to clause 6.2.7.1 shall determine:
- a. the nature of the Defect;
 - b. likely causes;
 - c. safety, mission or other implications likely to result from the Defect; and
 - d. the need for further engineering investigation.
- 6.2.7.3** Without limiting clause 12.4 of the SOW, if Defects identified during the conduct of Maintenance Services have safety implications for either Commonwealth Personnel or other persons, the Contractor shall immediately inform the Commonwealth Representative of the nature of the Defect and whether or not the safety implications apply to other in-service systems or equipment.
- 6.2.7.4** The Contractor shall investigate and immediately report on any Maintenance Incidents that occur during the conduct of Maintenance Services, where these Maintenance Incidents have implications for Commonwealth-performed Maintenance, including incidents that have resulted in, or have the potential to result in:
- a. subject to SOW clause 12.4, injury to Commonwealth Personnel or other persons;
 - b. damage to equipment or Facilities or both;
 - c. a premature Failure of equipment, which is not immediately attributable to a material Defect; or
 - d. some combination of subclauses a to c above.
- 6.2.7.5** The Contractor shall undertake Maintenance research as required and defined by the Commonwealth Representative, including:
- a. reviewing Maintenance procedures;
 - b. trialling new fault finding methods; or
 - c. other research as required by the Commonwealth Representative.
- 6.2.7.6** Except where the Maintenance research under clause 6.2.7.5 is required to satisfy an ADF regulatory / assurance framework requirement and/or to address a safety issue, the Contractor shall undertake the required Maintenance research as an S&Q Service.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-MNT-SA****(SYSTEM ADMINISTRATION SERVICES)**

| | |
|------------------|--|
| <u>Status:</u> | Optional, required for contracts that include the administration of Information and Communications Technology (ICT) Systems. |
| <u>Purpose:</u> | Refer to Description and Intended Use. |
| <u>Policy:</u> | Refer to individual clauses. |
| <u>Guidance:</u> | Drafters are to further develop this DSD to suit their requirements for the provision of Services for the administration of their particular ICT System(s) and associated Software Products. |

An ICT System is any system whose primary function is to acquire, process, store, and disseminate information. An ICT System may be an administrative IT system or an operational capability, such as a surveillance system, a command-and-control system, a bespoke maintenance management system, a communications system, or some combination of all of these. If, from the perspective of the Contract, the ICT System is the primary set of Products Being Supported, then the ICT System should be treated as a Mission System and listed in section 1 of SOW Annex A. Alternatively, if the ICT System provides a support role for other Products Being Supported under the Contract (eg, a mission planning system or bespoke maintenance management system supporting a platform), then the ICT System is more likely to be treated as part of the Support System in SOW Annex A. The determination should be dependent upon the way in which the ICT System is to be managed – will the ICT System be the focus of the planning, Services, reporting, regulations and performance management under the Contract, or will that level of attention be given to a different set of Products that the ICT System supports?

This DSD may be used in conjunction with other DSDs. For example, help desk Services (described in DSD-OPS-HLPDSK) are often inter-related with system administration when the scope of the Contract includes both. Software support (in accordance with DSD-ENG-SW and DSD-ENG-SERV) will also inter-relate with this DSD when a Contract includes on-going Software development and the roll-out of Software changes. Maintenance Services for related hardware (in accordance with DSD-MNT-SERV) may also apply.

Where this DSD is used in conjunction with either or both of DSD-OPS-HLPDSK and DSD-ENG-SW, drafters may find it necessary to relocate clauses between DSDs, in order to better align the Services with expectations for how they will be managed and provided (eg, where it is anticipated that the help desk operators will also perform a number of systems administration tasks). Additionally, if only one or two clauses from one of the other DSDs is required, then they may be transferred to this DSD instead of including the other DSD in the draft Contract.

CASG and defence Digital Group (DDG) have different frameworks for defining ICT and Software support, principally due to the general differences in the nature and life-cycle of the Products that each agency manages. For CASG, support for Materiel Systems is organised and aligned to the Support System Constituent Capabilities (SSCCs), whereas DDR uses an Information Technology Infrastructure Library (ITIL) service management framework. As CASG-supported ICT Systems may be linked to DDR infrastructure, the DDR support philosophy needs to be taken into account.

Related Clauses/Documents:

Refer to individual clauses

Optional Clauses: Refer to individual clauses

4 INTER-RELATIONSHIPS

Status: Core

Purpose: To identify the principle inter-related sections of the SOW, including other DSDs.

Policy: Nil

Guidance: Clause 4 should be updated to reflect the inter-related DSDs that are included in the draft Contract by tailoring clauses 4.2 to 4.5.

DSDs primarily related to ICT Systems (or just Software) are DSD-OPS-HLPDSK, DSD-ENG-SW, and this DSD. Depending on the scope of the Services, not all DSDs may be needed. In some cases, if only one or two clauses are required from one of these DSDs, it may be more efficient for management purposes to transfer the required clauses into another DSD and not use the source DSD. In other cases, drafters may find it more suitable to relocate clauses from one DSD to another, in order to better align the grouping of Services with expectations for how they will be managed and provided by the Contractor.

Related Clauses/ Documents:

DSD-OPS-HLPDSK for the provision of help desk Services

DSD-ENG-SW for the provision of Software support Services, including Software changes

DSD-MNT-MGT and DSD-MNT-SERV for the management and maintenance of ICT Systems hardware

Optional Clauses: None.

6.1.1 Scope of DSD

Status: Core

Purpose: To identify the Products Being Supported by systems administration Services.

Policy: Nil

Guidance: Drafters must ensure that each ICT System and/or the associated Software Products are appropriately incorporated into Annex A to the SOW. Applicable tables in Annex A allow for the listing of ICT Systems that are either Mission Systems or Support System RIs.

Related Clauses/Documents:

All other clauses in this DSD.

SOW Annex A, List of Products Being Supported

Optional Clauses: None

6.2.1 System Administration Planning

Status: Core

Purpose: To identify the governing plans and references applicable to system administration Services.

Policy: DSPF Principle 20

Guidance: Drafters must insert applicable references for managing systems administration into clause 6.2.1.1, where indicated. Applicable ICT Systems may need to be operated and supported in accordance with various Defence plans, Approved Contractor plans and related Standard Operating Procedures. This clause requires that systems administration services be undertaken in accordance with the listed plans, procedures, etc.

Drafters should refer to DSPF Principle 20, COC clause 11.10, SOW clause 3.14, and the guidance for those clauses, regarding the need for security plans and procedures that apply to systems administration Services.

Depending upon the nature of the Contract, the Maintenance Management Plan (MMP) may be an appropriate management plan for defining and scheduling systems administration tasks. If using the MMP is not appropriate, an ICT System-specific plan may be required. This would require a DID to be developed by the drafter, a clause for that data item to be added to this clause, and an appropriate CDRL entry drafted.

Drafters should amend the list of documents under clause 6.2.1.1 and review the remaining clauses for consistency with Contract requirements. In most cases these follow-on clauses can be retained without change.

Related Clauses/Documents:

COC clause 11.10, Defence Security
 Draft SOW clause 3.13, Defence Security Compliance
 Draft SOW clause 6.1, Maintenance Support Management Planning
 DID-MNT-MMP, Maintenance Management Plan

Optional Clauses: None

6.2.2 Service Delivery Locations and Hours

Status: Optional

Purpose: To define the hours of operation and location requirements for Service delivery, when the Contract requires an actual physical presence at one or more locations.

Policy: TBD

Guidance: This clause is optional. If there is no requirement for the Services to be undertaken by the Contractor having a physical presence at particular sites and if there is no need to specify hours of Service delivery (eg, if addressed through assigned priorities or in response to events), then the heading should be retained and all clauses replaced with a single 'Not used'.

The clause includes two initial options to either define Service delivery locations (Option A), or to state that no specific location is required (Option B) (ie, in cases where the ICT System can be administered remotely but clause 6.2.2 is required to define operating hours). When required, the subclauses under Option A should list the locations where system administration Services for the ICT System(s) and associated Software Products are known to require the physical presence of the system administrator(s). The drafter should check that this is consistent with the description of the ICT System(s) in Annex A to the SOW, or further develop this clause.

If an on-going physical presence is not required, then Option B should be chosen. In some cases, suitable access provisions may be needed if the Contractor's systems administration staff will need to occasionally work on ICT Systems located at Commonwealth Premises.

If system administration is required for a set number of hours per day, then clause 6.2.2.3 is used to identify the 'standard hours' of system administration support at each location. If different locations require different 'standard hours' (eg, one location may require a 24/7 presence while support at another location may only be required from 08:00hrs to 17:00hrs on Working Days) then clause 6.2.2.3 may be substituted with the optional clauses below (when tailored appropriately). Defining the hours per day should be consistent with any related Rate of Effort description in the SOW and, where the systems administration Services also support a help desk, DSD-OPS-HLPDSK.

The final option, clause 6.2.2.4, should be included if a call-out capability (eg, by escalation of a service request from the help desk) is required. This would be used to resolve high-priority incidents when the 'standard hours' are not 24/7. If no call-out capability is required, then the optional clause should be deleted.

Related Clauses/Documents:

COC clause 11.10, Defence Security
 Draft SOW clause 2.2, Rate of Effort
 DSD-OPS-HLPDSK

Optional Clauses:

Note to drafters: Copy to clause 6.2.2.3 and amend as required.

The Contractor shall provide Services for the system administration of the ICT System(s), identified at clause 6.1.1.1, at the following locations for the designated times ('standard hours'):

Note to drafters: Insert list of applicable locations and standard hours of support.

- a. [... DRAFTER TO INSERT LOCATION ...] between [...INSERT TIME...] and [...INSERT TIME...] Eastern Standard Time / Eastern Summer Time, as applicable; and
- b. [... DRAFTER TO INSERT LOCATION ...] between [...INSERT TIME...] and [...INSERT TIME...] Central Standard Time.

6.2.3 Access Administration

Status: Optional

Purpose: To define the Services for granting access to the ICT System(s) and associated Services for authorised users, while restricting access by non-authorised users.

Policy: TBD

Guidance: This clause is optional and may not be required if the Commonwealth is administering user access itself or through a separate contract for common ICT Services. If this role is to be performed by a Contractor help desk, then this clause may be transferred to DSD-OPS-HLPDSK. If not required (or if transferred), the heading should be retained and the clauses replaced with a single 'Not used'.

Drafters should insert, in subclause 6.2.3.1a, a description of the users that will be permitted to access the ICT System. The description of system users in clause 6.2.1.1 of DSD-OPS-HLPDSK provides an example for an expanded list of users. If the list of users is the same as the help desk, subclause 6.2.3.1a may cross-reference clause 6.2.1.1 of DSD-OPS-HLPDSK.

For ICT Systems with many users, it is often impractical for the Commonwealth Representative to individually approve all user and group account access requests. Subclause 6.2.3.1b identifies that, in general, other persons are authorised to submit these requests – an example 'the authorising officer for each user group' is given; however, this description may be amended where a more specific job title or designation is known (eg, 'XYZ system workgroup coordinators' or 'XYZ system local site administrators').

Clause 6.2.3.2 lists typical user access administration task requirements. Additional requirements specific to the ICT System(s), components, or specific Software applications (or for other related Services) may be detailed by including them in this clause where indicated. Services to consider, which the drafter may wish to convert to specific clauses, include those listed as optional clauses below.

Drafters should consider the times for actioning routine and urgent access requests and include these in clauses 6.2.3.3 and 6.2.3.4. Optional clause 6.2.3.5 should be included when account access can be requested through help desk Services, with the service request resolution times identified in DSD-OPS-HLPDSK. Accordingly, clauses 6.2.3.3 and 6.2.3.4 should be consistent with the times at clause 6.2.6 of DSD-OPS-HLDSK.

In the final subclause, any additional account access and management Services requirements, which are not covered in the preceding subclauses, can be added. If not required, then this place-holder clause should be deleted.

Related Clauses/Documents:

DSD-OPS-HLPDSK

Optional Clauses:

Note to drafters: Copy to clause 6.2.3.2 and amend as required.

- a. provide users within designated groups with access to group resources and common data that is only available to members of that group;
- b. provide designated users (eg, workgroup coordinators) with administrative control over user access to group resources and common data that is available to members of their workgroup;
- c. monitor user access to Software applications with concurrent user licences, and confirm with the user that continued access is required if the user has not accessed that application within [...INSERT NUMBER...] months;
- d. issue hardware and/or Software (eg, 'dongles' or 'tokens') to individual users to enable access to the ICT System(s); and
- e. recall hardware and Software (eg, 'dongles' or 'tokens') from individual users once the requirement for access has concluded.

6.2.4 System Event Monitoring

Status: Optional

Purpose: The purpose of this clause is to include requirements for the monitoring of the ICT System(s) to identify a need for action based on detectable user and system behaviour and conditions. The aim of such monitoring is to identify the need for actions to resolve problem situations that occur prior to any impact on system users, and to identify and resolve problems that are already having an impact.

Policy: TBD

Guidance: This clause is optional. It provides for monitoring of the ICT System(s) to identify conditions representing system events. Recognition of such events can assist to identify the need for systems administration actions, system Maintenance, or other action. If these tasks will not be performed by the Contractor (eg, because a separate help desk or Associated Party will), then the heading should be retained and the clauses replaced with a single 'Not used'.

If these Services are required, clause 6.2.4.1 requires that the Contractor acknowledge the objectives of monitoring (as identified in the purpose above).

The system to be used for monitoring could be a core part of the ICT System or an external system (via an interface). Clauses 6.2.4.2 to 6.2.4.5 are optional clauses, used to identify the type of access provided to the monitoring system. Option A is for those ICT Systems where the monitoring system is either a separate system or a relatively discrete subsystem (ie, separate hardware) that interfaces with the primary ICT System in order to monitor system events and performance. If this option applies, (and Option B is deleted) drafters will need to select from sub-options (A-1) for when the Contractor has exclusive use, or (A-2) for shared access to the monitoring system (eg, the monitoring system is part of a larger system that monitors several other ICT Systems, some being supported by other contractors). Depending upon the sub-option selected, access to the monitoring system will require Government Furnished Equipment (GFE) and/or Government Furnished Services (GFS) and Attachment E must be updated accordingly.

If the monitoring system is fully embedded within the ICT System, then Option B should be chosen (and Option A deleted). In this instance it is assumed that the

Contractor has access to the monitoring system as part of their access to the ICT System as a whole.

The system events to be monitored are organised into three groups; informational, warnings and exception events. Drafters should review the three sub-lists under clause 6.2.4.6, and amend the lists to suit the needs of the Contract and nature of the ICT System or Software Products. Additional requirements for monitoring may be added to these lists. Specific Services to consider, which the drafter may wish to convert to subclauses, include those listed as optional clauses below. Importantly, there should be a purpose for monitoring each type of system event listed. The measurement and recording process should also be automated, as much as possible, to avoid driving up the cost of the Contract.

System events are typically correlated to help to identify an underlying condition. The effectiveness of correlation can reduce false alarms and improve the effectiveness of corrective actions. Clause 6.2.4.7 requires the Contractor to consider the results of system event monitoring in order to help determine when further action must be taken in accordance with clause 6.2.4.8. Drafters should amend the subclause list for the criteria against which system events are checked.

Finally, clause 6.2.4.9 requires the Contractor to notify the Commonwealth if one or more system events will have a significant adverse impact and cannot be resolved within the timeframes given in clause 6.2.9 (which may refer the DSD-OPS-HLPDSK).

Related Clauses/Documents:

Attachment E, GFM and GFS

Optional Clauses:

Note to drafters: When suitable, copy desired events and parameters from the list below to clause 6.2.6 and amend as required.

- a. system utilisation, measured in terms of [...XYZ parameter...], logged at five minute intervals throughout the day;
- b. hardware operating temperature, for components equipped with thermal sensors, logged at five minute intervals throughout the day;
- c. changes to user access permissions implemented by [...Commonwealth workgroup coordinators / local site administrators...];
- d. processor utilisation of the ICT System servers;
- e. usage, or attempted usage, of unauthorised Software or file types; and
- f. the effectiveness of security features, including virus detection, virus protection events and other system security events.

6.2.5 Software Monitoring Services

Status: Optional

Purpose: To identify the availability of Software Updates from the OEM(s) and/or vendor(s).

Policy: TBD

Guidance: This clause requires the Contractor to monitor the availability of Software Updates from OEMs and/or vendors, as applicable. This may require monitoring OEM websites for Software Product updates and releases, or registering to be informed of such updates. If these tasks will not be performed by the Contractor, then the heading should be retained and the clauses replaced with a single 'Not used'.

If this Service is required, the drafter needs to identify the Software Products for which the Contract will have these responsibilities and include these in SOW Annex A. Clause 6.2.5.1 cross-refers to the applicable Software Products in Annex A, while clause 6.2.5.2 requires the Contractor to monitor for the availability of updates. Subsequent optional clauses then deal with the incorporation of updates.

Incorporation of a Software Update may require an install script with appropriate parameters defined (eg, install location) and removal of the previous version, thereby creating a configuration change. A change may also require compatibility testing. Accordingly, a Software Change Request must be raised, whether or not the Contractor provides Software support Services, if an Associated Party develops the install scripts, or if the Software can be installed directly under clause 6.2.6.

Where the Contractor is providing Software support Services using DSD-ENG-SW, Option B should be chosen for the Software changes to be managed under that DSD; otherwise, Option A should be chosen so that a Software Change Request is raised and provided to the Commonwealth for further action.

In those circumstances where some Software Products will be supported by the Contractor and others will not, Option C provides an alternative clause. For this option, SOW Annex A needs to clearly identify the Contractor's responsibility regarding Software changes of various Software Products.

Options A and C both refer to a Software Change Request. Software Change Request requirements are to be included by the drafter in DID-CM-MGT-ECP, which includes both Engineering Change Proposals and Software Change Proposals.

Related Clauses/Documents:

Clause 6.2.8, Maintenance of System Records
 COC clause 5, Technical Data, Software and Contract Material
 Annex A to the SOW, Products Being Supported
 DSD-ENG-SW, for analysis of Software Change Requests
 DID-CM-MGT-ECP, which is used to define Software Change Request content

Optional Clauses: None

6.2.6 Implementation of Software Updates

Status: Optional

Purpose: To require the Contractor to implement Approved Software Updates.

Policy: Nil

Guidance: A common function of system administration Services is to implement (including the installation of) Software Updates, such as OEM updates identified through Software monitoring services (clause 6.2.5), once the applicable Software Update has been Approved. If the Contractor will not be required to implement Software Updates (ie, they are performed by another party), then the heading should be retained and the clauses replaced with a single 'Not used'.

This clause includes two options. Firstly, where the Contractor is also responsible for developing Software changes under DSD-ENG-SW, Option A cross references to that DSD for the Software Update to be implemented as part of a Minor Change or Major Change to the Software Products.

Option B should be included when the Contractor will not be developing Software changes. For example, because these are performed by another party or because the Commonwealth will process Software Change Requests to incorporate OEM-sourced Software Updates.

Related Clauses/Documents:

Clause 6.2.8, Maintenance of System Records, for recording the implementation of Software Updates and related application kits and scripts
 DSD-ENG-SW, for the management of Software Change Requests

Optional Clauses: None

6.2.7 Software Licence Management

| | |
|------------------|--|
| <u>Status:</u> | Optional |
| <u>Purpose:</u> | To require the Contractor to manage Software licences and their allocation to users or hardware Products, as applicable. |
| <u>Policy:</u> | TBD |
| <u>Guidance:</u> | This clause is for use if the Contractor is to manage Software licences and record the allocation of Software licences to users or hardware installations. If these tasks will not be performed by the Contractor then the heading should be retained and the clauses replaced with a single 'Not used'. |

Clause 6.2.7.1 requires the Contractor to track the distribution and use of licences for which they are given responsibility to manage. This is particularly important where the number of installations or concurrent users is limited. Even in cases of corporate licences (unlimited users), such monitoring is useful to confirm that this form of licencing remains cost-effective. If not required, the clause can be deleted.

Clause 6.2.7.2 requires the Contractor to monitor any Software Products that are subject to subscription licencing (ie, Software that will only function for the period of a licence) to ensure that any required action is taken in time to avoid a gap in availability. If there are no subscription licences, the clause can be deleted.

Clause 6.2.7.3 requires the Contractor to maintain records of Software licences. The subclause list should be reviewed by the drafter and updated, where necessary, to ensure that the listed items address the Contract's needs.

Drafters must ensure that SOW Annex A correctly annotates the Software Products for which the Contractor will have responsibility for managing licences – SOW Annex A may require further development (eg, an additional column in a table) to identify where this requirement is applied when this is not the same as the Contractor's general Software responsibilities. The drafter should also review the standard licence management tasks and amend if required.

Related Clauses/Documents:

Clause 6.2.8, Maintenance of System Records
 COC clause 5, Technical Data, Software and Contract Material
 Annex A to the SOW, Products Being Supported

Optional Clauses: None

6.2.8 Maintenance of System Records

| | |
|------------------|--|
| <u>Status:</u> | Optional |
| <u>Purpose:</u> | To require the Contractor to record details for Software applications, application (installation) kits and scripted installation procedures. |
| <u>Policy:</u> | TBD |
| <u>Guidance:</u> | This clause is divided into three groups of subclauses, namely: <ol style="list-style-type: none"> a. the first group (clauses 6.2.8.1 to 6.2.8.3), which addresses Configuration Management (CM) responsibilities for the ICT System(s); b. the second group (clauses 6.2.8.4 to 6.2.8.8), which includes options for identifying the applicable recording system; and c. the third group (clauses 6.2.8.9 to 6.2.8.12), which are used to identify the details to be recorded for applications, application kits, scripted installation procedures, and their distribution. |

If these tasks will not be performed by the Contractor, then the heading should be retained and the clauses replaced with a single 'Not used'. If the Software Products are of a nature where either application kits or scripted installation will not be

necessary, then the applicable subclauses can be deleted and clause 6.2.8.12 amended accordingly.

System records should be a component of CM records, and much of the required information, identified under clauses 6.2.8.9 to 6.2.8.12, may already be captured by the Configuration Status Accounting (CSA) system for the ICT System(s). As such, the first set of optional clauses identifies who has responsibility for managing the configuration of the ICT System(s). If the Contractor has this responsibility under the Contract, then drafters should select Option B; otherwise, select Option A for the Contractor to provide the requisite information to the responsible party (ie, Commonwealth or an Associated Party).

The second group of clauses addresses the record-keeping system or 'tool', and are only relevant if the Contractor will not have CM responsibilities for the ICT System(s) and will not use the CSA system defined under DSD-ENG-CM to maintain the required system records identified by clauses 6.2.8.9 to 6.2.8.12. If both of these conditions are true, then clauses 6.2.8.4 to 6.2.8.8 are not required and should be deleted. If either of the conditions are not true, then clauses 6.2.8.4 to 6.2.8.8 enable the required record-keeping system to be identified. Drafters should select either Option A, for a Commonwealth record-keeping system with sub-options for hardware provided by the Commonwealth or for shared resources, or Option B for the Contractor to use their own record-keeping system.

The third group of clauses (ie, clauses 6.2.8.9 to 6.2.8.12) list the system details to be recorded. Where the Contractor will have CM responsibilities and will use the CSA system defined under DSD-ENG-CM to maintain the required system records, drafters should ensure that any additional requirements included here do not conflict or duplicate the records required to be maintained by the Contractor as part of CM Services. Where additional detail is required, drafters should amend the draft clauses to include the required fields. The types of system records that might need to be managed (as addressed by the four clauses) include:

- a. application records,
- b. application kit records,
- c. installation script records, and
- d. distribution records for the above.

Related Clauses/Documents:

Clause 6.2.7, Software Licence Management, which includes requirements for recording the licence details for each application

DSD-ENG-CM, which defines requirements for the CSA system

Draft SOW clause 3.6, Co-ordination and Co-operation, for when information is passed to another party to perform CM

Optional Clauses: None

6.2.9 Failure Resolution

Status: Core

Purpose: To define the nature of system administration Services that the Contractor is required to undertake for restoring ICT System functions to users.

Policy: TBD

Guidance: Specific requirements for resolving Failures within the identified ICT System(s) should be detailed within this clause. These requirements could vary considerably from one contract to another, depending upon the scope of Services to be performed under the Contract and the activities that are allocated to other parties (eg, whether the Contract also includes help desk Services and if the ICT System is dependent upon hardware Maintenance provided by another party).

Clause 6.2.9.1 lists the types of Failure resolution activities to be provided as system administration Services, including the requirement to transfer responsibility for Failure resolution to a Software change activity while implementing a work around solution. Drafters should tailor this list for their Contract's individual requirements. The initial requirements listed under clause 6.2.9.1 are based on Services described in the preceding clauses and clause 6.2.10, while the latter requirements in the list refer to hardware Maintenance and to Software support (eg, for resolution of Failures via Software change) addressed by other DSDs. When Services for Software Maintenance not involving Software change are included in the Contract, drafters need to ensure that there is no overlap or conflict with clause 6.2.10.

For Failures that will be resolved via hardware Maintenance, the default clause (6.2.9.1g) refers to DSD-MNT-MGT and DSD-MNT-SERV. For particular ICT Systems (eg, command-and-control systems or surveillance systems), hardware Maintenance will require the detailed management and work provisions that are defined in these DSDs, particularly when working under an ADF regulatory / assurance framework. For other ICT System(s) (eg, an administrative IT system), the DSD-MNT-MGT and DSD-MNT-SERV templates may not be appropriate. For these types of systems, based on COTS hardware and Software, the drafter will need to develop applicable clauses for inclusion within this DSD or a stand-alone DSD for ICT Systems hardware Maintenance. Services to consider, which the drafter may wish to convert to specific clauses, include:

- a. determination of the cause of ICT System problems, faults, outages, and degraded performance;
- b. replacement of failed hardware components and modules;
- c. periodic hardware replacement programs;
- d. recommending configuration, resource or work practice changes in order to enhance performance; and
- e. liaison with specific OEMs, Software suppliers, and Software support organisations regarding any ICT System problems that are beyond the Contractor's organic capabilities to resolve.

For Failures that will be resolved by a Software change, the default clause (6.2.9.1h) refers to subsequent clauses that initiate the Software change process while requiring a workaround solution to be implemented to temporarily resolve the Failure. Where Software change is included in the scope of the Services, clause 6.2.9.5 will refer to DSD-ENG-SW and both DSD-MNT-SA and DSD-ENG-SW must be tailored to ensure that the full scope of Services to resolve Software-related Failures is captured either through these DSDs or by referral to an Associated Party (ie, where the Contractor isn't responsible for those Software changes).

Clause 6.2.9.2 identifies that the required resolution times for Failures not involving a Software change are defined in DSD-OPS-HLPDSK by the service request resolution times. The service request resolution times in DSD-OPS-HLPDSK need to be consistent with what can realistically be achieved when system administration tasks, included in this clause 6.2.9, are required to resolve Failures.

Note that service requests managed under DSD-OPS-HLPDSK may be resolved even though the Failure that triggered the service request remains outstanding pending the development of a Software change. In this instance, a workaround can allow the service request to be 'resolved'; however, the long term solution may require a Software change implemented through DSD-ENG-SW, or by Associated Party or OEM update. This process may take several months and be scheduled in accordance with an individual Software Change Request or as part of a six-monthly or annual Software release program, as agreed by the CCB. Accordingly, under clause 6.2.9.2 the Commonwealth can agree to different Failure resolution times to those specified in DSD-OPS-HLPDSK (eg, in a related Software Change Proposal).

If the Contract does not include DSD-OPS-HLPDSK (eg, the Contractor provides system administration Services but there is a common corporate help desk not

included in the Contract), then drafters may need to insert Failure classification clauses using clause 6.2.4 from DSD-OPS-HLPDSK as a guide. Alternatively, Failure resolution times may be defined through Key Performance Indicators (KPIs) for the Contract (refer Attachment P).

For Failures that will be resolved via a Software change, drafters need to choose from the options in draft clauses 6.2.9.4, 6.2.9.5 and 6.2.9.6. Where the Contractor is providing Software support Services using DSD-ENG-SW, Option B should be chosen for Software changes to be managed under that DSD. Alternatively, Option A requires the Software Change Request to be raised and submitted to the Commonwealth, so it can then be passed to the Associated Party responsible for performing the Software change. In those circumstances where some Software Products will be supported by the Contractor and other Software Products will not be supported by the Contractor, Option C is used. For Option C, SOW Annex A must be tailored to ensure that the responsibility for Software change, for the various Software Products, is made clear.

Related Clauses/Documents:

Clause 6.2.3, Access Administration

Clause 6.2.4, System Event Monitoring

DSD-OPS-HLPDSK, DSD-ENG-SW, DSD-MNT-MGT and DSD-MNT-SERV

Annex A to the SOW, Products Being Supported

Attachment P, if Failure resolution is subject to a KPI

DID-ENG-MGT-ECP, which includes requirements for a Software Change Request

Optional Clauses: None

6.2.10 Software Maintenance Not Requiring Software Change

Status: Optional

Purpose: To require the Contractor to provide system administration Services that maintain the functionality of Software but which do not involve a Software change.

Policy: Nil

Guidance: Software Maintenance activities that do not require actual change to Software applications may be required to ensure the on-going functionality and smooth operation of the ICT System – these activities may be included in the Services under clause 6.2.10. Some Failures may also be avoided or resolved through the system administration tasks required under clause 6.2.10. If the Contract does not require Software Maintenance that does not require a Software change, then the heading should be retained and the clauses replaced with a single 'Not used'.

The clause has two main options; Option A, where all requirements are defined within the identified technical references (ie, listed against the ICT Systems and/or Software Products in listed SOW Annex A), and Option B, where additional details for Preventive, Corrective and Adaptive Maintenance can be inserted (through Options B-1, B-2 and B-3, respectively).

When Option A is chosen, the drafter must ensure that the appropriate technical references (which define the full nature and scope of the Services) are listed in SOW Annex A against the ICT System(s) and Software Products (or in Annex D where the entry in Annex A cross-references to Annex D). Applicable technical references may also need to be provided as GFI/GFD, and listed in Attachment E.

Option B is chosen if technical references in SOW Annex A do not accurately define all of the Software Maintenance Services required (ie, they define either greater or less scope than the Contractor's responsibilities). Depending on the scope of the required Services, any or all of Options B-1 to B-3 may be included in the draft Contract. Drafters then need to list the applicable Services under each of the selected options as follows:

- a. Option B-1 for Preventive Maintenance (not requiring Software change), including cleaning-up / deleting temporary files such as installation scripts that are no longer required, virus / malware scanning, etc.
- b. Option B-2 for Corrective Maintenance (not requiring Software change), including installation or reinstallation of application files.
- c. Option B-3 for Adaptive Maintenance (not requiring Software change), including the update of user and system configuration files.

Related Clauses/ Documents:

Clause 6.2.9, Failure Resolution

DSD-ENG-SW for Software Maintenance requiring Software change

Optional Clauses: None

6.2.11 Software Retirement

Status: Optional

Purpose: To require the Contractor to manage the retirement of Software Products and the transition of support arrangements between the old and any replacement Software Product.

Policy: TBA

Guidance: The retirement of Software can have support ramifications beyond that of the Software itself and therefore additional planning and consideration is required. This clause addresses the need for the Contractor to perform this additional planning and to keep users and other affected parties informed. If this clause is not required under the Contract, the heading should be retained and the clauses replaced with a single 'Not used'.

This clause should be used for the routine retirement of Software from the ICT System(s), such as the Software being replaced by new versions while the general functionality of the ICT System(s) is not affected. If the retirement of the Software effectively represents the end of the life of the ICT System(s) and, therefore, the end of the Contract, these requirements should be addressed through the Phase Out provisions in other parts of the template (refer COC clause 14.2 and SOW clause 2.8).

If included in the draft Contract, Drafters should review clause 6.2.11. In general, this clause may be included without alteration.

Related Clauses/ Documents:

Clause 6.2.6, Implementation of Software Updates, for the installation of new Software Products, including those that will result in the retirement of existing Software Products

DSD-ENG-SW for the development of Software changes

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-MNT-SA-V5.2**
2. **TITLE: SYSTEM ADMINISTRATION SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the requirements for the provision of Services for the administration of ICT System(s) and associated Software Products, including:
 - a. system administration planning;
 - b. Service delivery locations and hours of operation;
 - c. administering access;
 - d. monitoring system events;
 - e. monitoring Software vendors for updates;
 - f. managing Software licences;
 - g. maintaining system records;
 - h. resolving Failures;
 - i. performing Software Maintenance that does not involve a Software change; and
 - j. performing Software retirement.

4. INTER-RELATIONSHIPS

- 4.1 This DSD forms part of the SOW.

Note to drafters: Amend the following clause to suit the scope of the Services.

- 4.2 This DSD shall be undertaken in conjunction with DSD-OPS-HLPDSK, for direct help desk support to system operators and support staff.
- 4.3 This DSD shall be undertaken in conjunction with DSD-ENG-SW to effect Software changes, including corrections, enhancements and adaptations.
- 4.4 This DSD shall be undertaken in conjunction with DSD-ENG-CM for the Configuration Management of the ICT System(s) and associated Software Products.
- 4.5 This DSD shall be undertaken in conjunction with DSD-MNT-MGT and DSD-MNT-SERV for the management and conduct of related hardware Maintenance.

5. APPLICABLE DOCUMENTS

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD. Do not include reference to Defence policy (eg, DI(G) LOG) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

- 5.1 The following documents form a part of this DSD to the extent specified herein:

| | |
|------|--|
| DSPF | <i>Defence Security Principles Framework</i> |
|------|--|

6. SERVICE DESCRIPTION**6.1 Introduction****6.1.1 Scope of DSD**

- 6.1.1.1 The Contractor shall provide system administration Services, as described in this DSD, for the administration of the ICT Systems identified at Annex A to the SOW.

6.2 Services

6.2.1 System Administration Planning

Note to drafters: Amend the following clauses to select the appropriate governing plan for system administration of the ICT System(s). Refer to the guidance (above).

- 6.2.1.1 The Contractor shall manage and conduct system administration in accordance with the:
- [...INSERT OTHER APPLICABLE DOCUMENTS (eg, the Approved System Security Plan and Standard Operating Procedures)...] required by SOW clauses 3.14.2 and 3.14.3;
 - DSPF Principle 20; and
 - Approved [...INSERT 'MMP' OR 'SSMP'...].
- 6.2.1.2 The Contractor shall seek Approval for any temporary exemptions from conducting system administration in accordance with the documents listed under clause 6.2.1.1, before conducting any activities that involve those exemptions.
- 6.2.1.3 The Contractor shall maintain a schedule of known system administration Services, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.
- 6.2.1.4 The Contractor shall provide a copy of the Contractor's system administration schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a written request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Service Delivery Locations and Hours

Option A: For when systems administration Services are required at specific locations.

- 6.2.2.1 The Contractor shall provide Services for the system administration of the ICT Systems identified at clause 6.1.1.1 at the following designated locations:

Note to drafters: Insert list of designated locations. Refer to guidance if particular work hours are applicable to different locations.

- [... DRAFTER TO INSERT LOCATION ...]; and
- [... DRAFTER TO INSERT LOCATION ...].

Option B: For when systems administration Services are not required at any specific location.

- 6.2.2.2 The provision of system administrative Services does not require the Contractor to locate Personnel at any specific location.

Option: For when the work hours for system administration Services are not specified by location, or locations are not specified. If work hours are specified by location then the following clause should be deleted.

- 6.2.2.3 As a minimum, the Contractor shall provide system administration Services between [...INSERT TIME...] and [...INSERT TIME...], Eastern Standard Time / Eastern Summer Time, as applicable ('standard hours').

Option: For when system administration Services will be provided outside of 'standard hours', at a reduced level of service.

- 6.2.2.4 The Contractor shall provide system administration Services, outside of the standard hours, for responding to and resolving system events and service requests that are classified as a class 1 Failure in accordance with clause 6.2.9.

6.2.3 Access Administration

Note to drafters: Insert details of the authorised users, typically the users of the nominated systems or systems in SOW Annex A.

- 6.2.3.1 For the purposes of this clause 6.2.3:

- a. an authorised user means [...INSERT APPLICABLE DESCRIPTION...]; and
- b. an authorised request may be approved by a party other than the Commonwealth Representative (eg, the authorising officer for each user group).

6.2.3.2 The Contractor shall create, administer, and delete user accounts, user group accounts, group membership and permissions, as required, to:

- a. provide authorised users with access to the ICT System(s) and associated resources;
- b. provide authorised users with access to individual Software applications that require individual user or group privileges (eg, data repositories);
- c. remove user access to the ICT System(s), associated resources, and individual Software applications when access to these are no longer required; and

Note to drafters: Insert additional clauses for specific user account services required that are not covered by the above. Refer to the guidance for this clause for optional clause examples.

- d. [...INSERT ADDITIONAL SERVICES REQUIRED...].

Note to drafters: Amend the timeframes in the following two clauses and optional clause to reflect the requirements of the draft Contract. If these timeframes are effectively covered through the KPIs for the draft Contract, then the drafter should consider whether or not the two clauses and the subsequent option should be deleted.

6.2.3.3 The Contractor shall complete all routine requests for administering user accounts and access to ICT System(s), associated resources, and individual Software applications within [... INSERT NUMBER ...] [... INSERT TIMEFRAME (hours OR Working Days)...], during business hours, of receiving an authorised request for such access.

6.2.3.4 The Contractor shall complete all urgent requests for administering user accounts and access to ICT System(s), associated resources, and individual Software applications within [... INSERT NUMBER ...] [... INSERT TIMEFRAME (minutes OR hours)...], during business hours, of receiving an authorised request for such access.

Option: For when the Contractor will also provide help desk Services in accordance with DSD-OPS-HLPDSK.

6.2.3.5 The Contractor acknowledges and agrees that the time allowed to complete requests for access may be less than that specified in clauses 6.2.3.3 and 6.2.3.4 in order to provide help desk Services within the service request resolution times specified in DSD-OPS-HLPDSK.

Note to drafters: Insert clauses for additional user account services not covered by the above.

6.2.3.6 [...INSERT ADDITIONAL SERVICES REQUIRED...].

6.2.4 System Event Monitoring

Note to drafters: If monitoring of the ICT System(s) will not be included in the scope of the Contract the clauses below, under clause 6.2.4, should be deleted and replaced with 'Not used'.

6.2.4.1 The Contractor acknowledges and agrees that the objective of monitoring the ICT System(s) identified at clause 6.1.1.1 is to:

- a. identify a need for action based on observable behaviour and conditions; and
- b. ensure that, to the maximum practicable extent, any problem or Failure is resolved prior to any impact on the system users.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, for when the Contractor will be provided access to a Defence monitoring system that is (A) discrete but interfaces with the ICT System, or (B) an integral part of the ICT System. If the Contractor will be provided access to a discrete system, select clause A-1 and update Attachment E if the

system is for their exclusive use, or clause A-2 when shared with Defence staff or another contractor.

Option A: For when the Contractor will be provided with access to a discrete Defence monitoring system that interfaces with the ICT System, rather than being an integral part of it. The name of the system must be inserted into the applicable clauses below.

6.2.4.2 The Commonwealth shall provide the Contractor with on-line access to the Defence monitoring system [...INSERT NAME OF SYSTEM / SOFTWARE...], for the purposes of meeting the requirements of this clause 6.2.4.

Option A-1: For when the Contractor will be provided with exclusive access to the discrete Defence monitoring system.

6.2.4.3 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM / SOFTWARE...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a discrete Defence monitoring system.

6.2.4.4 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will use a monitoring system that is an integral part of the ICT System.

6.2.4.5 The Contractor shall utilise the monitoring system that is an integral part of the ICT System to meet the requirements of this clause 6.2.4.

6.2.4.6 The Contractor shall monitor the ICT System(s) to identify any detectable or discernible occurrence that has significance for the management of the ICT System(s) or the delivery of services by the system(s) (for the purposes of this DSD known as 'system events'), including:

Note to drafters: The following subclause lists should be tailored to include the functions, events and parameters of the ICT System for which there is a purpose for monitoring.

- a. informational events (ie, those system events that signify normal operation), which could include system events such as:
 - (i) a user logs onto an application;
 - (ii) a job in the batch queue completes successfully;
 - (iii) a device has come online; and
 - (iv) a transaction has completed successfully;
- b. warning events (ie, those system events that signify that a threshold is being approached), which could include system events such as:
 - (i) memory utilisation on a server is currently at 65% and increasing; if it reaches 75%, response times will be unacceptably long and the operational service agreement will be breached;
 - (ii) more than [... INSERT NUMBER ...] users have logged on to the [... INSERT NAME OF SUB-SYSTEM OR APPLICATION ...] application concurrently;
 - (iii) the number of users has reached 95% of the concurrent-user Software licences available; and
 - (iv) the collision rate on a network has increased by 15% over the past hour; and
- c. exception events (ie, those system events that signify an exception, such as a Failure, has occurred), which could include system events such as:
 - (i) a server has gone offline;
 - (ii) a device reports an error code or goes offline unexpectedly;
 - (iii) a Software application generates an error code;

- (iv) response time of a standard transaction across the network has slowed to more than 15 seconds; and
- (v) a segment of the network is not responding to routine requests.

6.2.4.7 The Contractor shall ensure that system events identified under clause 6.2.4.6 are correlated against the following criteria to enable their impact to be assessed and to ensure that the need for further action is recognised (eg, such as invoking other Services):

Note to drafters: Amend the following clause to reflect the requirements of the Contract.

- a. impact on Mission Critical Capabilities;
- b. impact on safety and/or the environment;
- c. number of system users affected;
- d. [...INSERT ADDITIONAL CRITERIA REQUIRED...]; and
- e. other criteria defined by the Contractor.

6.2.4.8 The Contractor shall select and initiate an appropriate response to each system event based on the system event and its correlation result assessed in accordance with clause 6.2.4.7.

Note to drafters: If advice is not required, the following clause may be deleted.

6.2.4.9 The Contractor shall promptly advise the Commonwealth Representative when a system event, which indicates a Failure, is unlikely to be resolved within the time for resolution given in clause 6.2.9, and the system event:

- a. could adversely affect, or has adversely affected, the accomplishment of a Mission Critical Capability; or
- b. could cause, or has caused, harm to personnel or the environment.

6.2.5 Software Monitoring Services

Note to drafters: If Software monitoring Services are not applicable to the scope of work, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.5.1 The Contractor shall provide monitoring Services for those Software Products where the Contractor has been identified as having these responsibilities in Annex A to the SOW.

6.2.5.2 The Contractor shall monitor each Software Product to identify when a Software Update (eg, 'service pack', 'hot fix' or other update to the version of Software Product currently in use, or planned for use, by Defence) is available from the OEM or vendor, as applicable.

Note to drafters: Options A and B below allow for the Contractor to either forward the Software Change Request to a third party for resolution or, if the Contractor is also responsible for Software support of all Software Products, to apply the Software change under the scope of DSD-ENG-SW. Option C provides the ability for the Contractor to have partial responsibility for Software support for a subset of the Software Products (as defined at SOW Annex A). Refer to the guidance for further information.

Option A: Include when the Contractor is to refer the change request to another party.

6.2.5.3 Where the Software monitoring Services identify that a Software Product either needs to be changed or could benefit from a change, the Contractor shall develop and deliver a Software Change Request for the affected Software Product, in accordance with CDRL Line Number ENG-810.

Option B: Include when the Contractor also has responsibility for Software support.

6.2.5.4 Where the Software monitoring Services identify that a Software Product either needs to be changed or could benefit from a change, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW.

Option C: Include when the Contractor has Software support responsibilities for only a subset of the Software Products.

6.2.5.5 Where the Software monitoring Services identify that a Software Product either needs to be changed or could benefit from a change, the Contractor shall, for those Software Products for which the Contractor:

- a. is identified at SOW Annex A as having Software support responsibilities, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW; and
- b. does not have Software support responsibilities, the Contractor shall develop and deliver to the Commonwealth Representative a Software Change Request for the affected Software Product, in accordance with CDRL Line Number ENG-810.

6.2.6 Implementation of Software Updates

Note to drafters: Select from the following optional clauses depending on whether the Contractor will develop Software changes under DSD-ENG-SW, or if the Contractor will not develop Software changes but will be required to install Software updates and new applications as a system administration Service.

Option A: For when the Contractor will develop Software changes.

6.2.6.1 The Contractor shall implement Software Updates as Software changes in accordance with DSD-ENG-SW.

Option B: For when the Contractor will not develop Software changes but will be required to install specific Software Updates (eg, 'service packs' and 'hot fixes').

6.2.6.2 When requested by the Commonwealth Representative, the Contractor shall develop and deliver an implementation plan to adequately control the implementation of a Software Update and its impact on the ICT System.

6.2.6.3 The Contractor shall provide the implementation plan to the Commonwealth Representative for Approval.

6.2.6.4 The Contractor shall implement the Software Update for the applicable Software Product(s) in accordance with the Approved implementation plan.

6.2.7 Software Licence Management

Note to drafters: If DSD-ENG-SEC clause 6.2.4, Security Tools, is included in the draft Contract, ensure that the applicable security-related Software licences are identified in SOW Annex A.

6.2.7.1 The Contractor shall manage the distribution of Software licences for all Software Products listed at Annex A for which the Contractor is allocated that responsibility.

6.2.7.2 For Software Products that are subject to subscription licencing (ie, Software that will only function for the period of a licence), the Contractor shall monitor these subscription licences to ensure that there is no gap in functionality due to a subscription licence expiring.

6.2.7.3 The Contractor shall maintain records for all Software licences including, for each Software application or other licensed Software Product:

- a. the total number of licences supported under this Contract;
- b. the total number of licences on issue to Defence users;
- c. the total number of licences available for issue;
- d. records of licences issued, including:
 - (i) the date issued;
 - (ii) the quantity issued;
 - (iii) the system on which the licences are to be used;
 - (iv) the Defence user responsible for the use of the licences; and
 - (v) the person authorising the issue; and

- e. details of the scope of each licence (ie, so that it is clear to all parties exactly what support is provided with the licence, such as the availability of Software Updates).

6.2.8 Maintenance of System Records

Note to drafters: Select one of the following clauses depending upon whether or not the Contractor will also have Configuration Management responsibilities for the ICT System(s) under the resultant Contract.

Option A: Include when the Contractor is not responsible for the Configuration Management of the ICT System(s).

6.2.8.1 The Contractor shall inform the Commonwealth Representative or an Associated Party nominated by the Commonwealth Representative of the need for changes to the Configuration Status Accounting records for the ICT System(s) identified at clause 6.1.1.1.

6.2.8.2 The Contractor shall retain copies of all Software Change Requests raised by or actioned through the system administration of the ICT System(s) identified at clause 6.1.1.1.

Option B: Include when the Contractor has responsibility for Configuration Management of the ICT System(s).

6.2.8.3 For the ICT System(s) identified at clause 6.1.1.1, the Contractor shall provide Configuration Management Services in accordance with DSD-ENG-CM, including the establishment and maintenance of application, application kit and installation script records for Software Product(s), as identified under clauses 6.2.8.9 to 6.2.8.12.

Note to drafters: The following requirements for a record-keeping system are only relevant when a tool needs to be either used or implemented that is separate from the Configuration Status Accounting system that is used for the ICT System(s).

Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence record-keeping system. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

Training in Commonwealth-provided information systems is addressed in clause 3.16.1 of the SOW.

Option A: For when the Contractor will be provided with on-line access to a Defence record-keeping system. The name of the system must be inserted into the applicable clauses below.

6.2.8.4 The Commonwealth shall provide the Contractor with on-line access to the Defence record-keeping system [...INSERT NAME OF SYSTEM / SOFTWARE...], for the purposes of meeting the requirements of this clause 6.2.8.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence record-keeping system.

6.2.8.5 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM / SOFTWARE...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence record-keeping system.

6.2.8.6 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence record-keeping system and the Contractor will be required to implement a system with similar functionality.

6.2.8.7 The Contractor shall implement a record-keeping system to meet the requirements of this clause 6.2.8.

| | |
|----------------|---|
| 6.2.8.8 | The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's record-keeping system for the duration of the Contract. |
|----------------|---|

6.2.8.9 The Contractor shall maintain application records for each application hosted on the ICT System(s) identified at clause 6.1.1.1, consisting of:

Note to drafters: Amend the following list to suit the specific requirements of the Contract.

- a. the date on which the application was accepted by the Commonwealth under the contract in which the application was obtained;
- b. the record of acceptance by the Commonwealth;
- c. the name of the application;
- d. the version and/or release number of the application;
- e. the organisation (vendor or Defence) from which the application was sourced;
- f. the test and trial plan for the application; and
- g. the test and trial report for the application.

6.2.8.10 The Contractor shall maintain application kit records, for each application, consisting of:

Note to drafters: Amend the following list to suit the specific requirements of the Contract.

- a. the date on which the application kit was accepted by the Commonwealth under the contract from which the application kit was obtained;
- b. the record of acceptance by the Commonwealth;
- c. the name of the application for which the application kit was produced;
- d. the version and/or release number of the application for which the application kit was produced;
- e. the name of the application kit;
- f. the test and trial plan for the application kit;
- g. the test and trial report for the application kit;
- h. the date on which the test was conducted;
- i. the location at which the test was conducted;
- j. the name(s) and contact details of the tester(s);
- k. the task or work package identifier under which the application kit was produced;
- l. the execution environments that the application kit supports;
- m. a set of installation instructions; and
- n. the target platform(s).

6.2.8.11 The Contractor shall maintain installation script records, for each scripted installation procedure, consisting of:

Note to drafters: Amend the following list to suit the specific requirements of the Contract.

- a. the date on which the scripted installation procedure was accepted by the Commonwealth under the contract from which the scripted installation procedure was obtained;
- b. the record of acceptance by the Commonwealth;
- c. the name of the application for which the scripted installation procedure was produced;
- d. the version and/or release number of the application for which the scripted installation procedure was produced;
- e. the name of the scripted installation procedure;

- f. the test and trial plan for the scripted installation procedure;
- g. the test and trial report for the scripted installation procedure;
- h. the date on which the test was conducted;
- i. the location at which the test was conducted;
- j. the name and contact details of the tester(s);
- k. the task or work package identifier under which the scripted installation procedure was produced;
- l. the execution environments that the scripted installation procedure supports; and
- m. an installation instruction.

6.2.8.12 The Contractor shall maintain distribution records for each of the following types of Software Products for the ICT System(s) identified at clause 6.1.1.1:

- a. applications;
 - b. application kits; and
 - c. scripted installation procedures,
- where each distribution record consists of:

Note to drafters: Amend the following list to suit the specific requirements of the Contract.

- d. the date on which the Products is issued;
- e. the organisation (Defence unit) to which the Product is issued;
- f. the name the recipient of the Product;
- g. the location of the recipient of the Product;
- h. the person (eg, system manager) authorising the issue of the Product;
- i. the name of the Product issued;
- j. the version number of the Product issued;
- k. the quantity (number of licences or scripts, as applicable) issued; and
- l. for the distribution of applications, the target platform(s).

6.2.9 Failure Resolution

6.2.9.1 The Contractor shall provide the following Services to resolve Failures to the ICT System(s) identified at clause 6.1.1.1, including:

- a. resolving Failures that arise from those system events monitored in accordance with clause 6.2.4;

Note to drafters: Amend the following list to suit the specific requirements of the Contract.

- b. restoring lost or corrupted user data;
- c. restoring user account configurations;
- d. restoring system configuration and, if necessary, reinstalling applications;
- e. re-booting ICT System hardware;

Note to drafters: The preceding subclauses may need to be amended to avoid overlap when Services for Software Maintenance not involving Software change (clause 6.2.10) are included in this DSD. If clause 6.2.10 is 'Not used' the following subclause should be deleted.

- f. undertaking Software Maintenance not involving Software change, in accordance with clause 6.2.10;

Note to drafters: The use of DSD-MNT-MGT and DSD-MNT-SERV and cross-references in the following clause would be appropriate if Maintenance of the ICT System hardware warrants the detailed provisions defined in those DSDs, particularly in relation to ADF regulatory / assurance

framework requirements. If, however, this level of detail is not required (eg, as is often the case for administrative IT systems), then the drafter may develop appropriate provisions for inclusion in this DSD, or a stand-alone DSD, and the following clause would need to cross-refer to those provisions.

- g. performing hardware Maintenance in accordance with DSD-MNT-MGT and DSD-MNT-SERV, where the Contractor is allocated this responsibility at Annex A to the SOW; and

Note to drafters: In the following clause, delete the cross-references to the deleted optional clauses with respect to Software changes below (links to the deleted options will be broken).

- h. when it is determined that a change to a Software Product is required to address a Failure and a Software change request will be raised under clause [... 6.2.9.4 / 6.2.9.5 / 6.2.9.6 ...], providing a temporary work-around solution to resolve the Failure.

Note to drafters: The following clause assumes that DSD-OPS-HLPDSK has been used and the Failure classifications in that DSD have been adopted. If neither of these prerequisites are true, then the following two clauses should be deleted. If the Failure classification scheme identified in DSD-OPS-HLPDSK is required, but that DSD is not being used, then drafters should copy the required subclauses and table from clause 6.2.4 of DSD-OPS-HLPDSK into this location, and then tailor as required. The following two clauses should then be modified to refer to the applicable table.

6.2.9.2 Unless otherwise agreed by the Commonwealth Representative or otherwise specified in the Contract, the Contractor shall resolve Failures in accordance with clause 6.2.9.1, within the service request resolution times for the class of Failure as defined in DSD-OPS-HLPDSK.

6.2.9.3 The Contractor is not required to resolve a Failure in accordance with clause 6.2.9.1 when the required service request resolution time, as defined in DSD-OPS-HLPDSK, is greater than the number of Working Days remaining before the expiration of the Contract.

Note to drafters: Select one of the following options. Options A and B allow for the Contractor to either forward a Software change to a third party, for Failure resolution, or if the Contractor is responsible for Software support of all Software Products, to perform the Software change under DSD-ENG-SW. Option C provides the ability for the Contractor to have responsibility for Software support for a subset of the Software Products (as defined at SOW Annex A). Refer to the guidance for further information.

Option A: Include when the Contractor is to refer Software changes to another party.

6.2.9.4 Where a change to a Software Product is required to resolve a Failure, the Contractor shall develop and deliver a Software Change Request for the affected Software Product in accordance with CDRL Line Number ENG-810.

Option B: Include when the Contractor also has responsibility for Software support.

6.2.9.5 Where a change to a Software Product is required to resolve a Failure, the Contractor shall raise a Software Change Request for the affected Software Product and process the Software Change Request in accordance with the requirements of DSD-ENG-SW.

Option C: Include when the Contractor has Software support responsibilities for only a subset of the Software Products.

6.2.9.6 Where a change to a Software Product is required to resolve a Failure, the Contractor shall, for those Software Products for which the Contractor:

- a. is identified at SOW Annex A as having Software support responsibilities, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW; and
- b. does not have Software support responsibilities, the Contractor shall develop and deliver a Software Change Request for the affected Software Product, in accordance with CDRL Line Number ENG-810.

6.2.10 Software Maintenance Not Requiring Software Change

Note to drafters: If the Contract is to include Software Maintenance but no other ICT System administration Services, this clause may be relocated to DSD-ENG-SW.

6.2.10.1 The Contractor shall provide Services to back up, protect, perform data integrity checks and, as necessary, restore user and system data, for each ICT System identified at clause 6.1.1.1, to ensure that the user and/or system data can be restored to a previous state specifiable in time.

Note to drafters: Select from the following optional clauses when the Contractor will be required to undertake Software Maintenance that does not involve a Software change. If there is no Software Maintenance (under the Contract) that can be performed without a Software change, this clause can be deleted and replaced with 'Not used'.

Select Option A if this Software Maintenance is fully defined through the technical references for the ICT System(s) identified at Annex A to the SOW. Select Option B by selecting one or more of the sub-options B-1 to B-3 to specify requirements for Preventive Maintenance, Corrective Maintenance and Adaptive Maintenance, respectively.

When specific requirements are not fully defined in the technical references identified at Annex A to the SOW, drafters may need to incorporate additional detail here to ensure that the nature and scope of the work is properly bounded (eg, in terms of specific activities required at specific locations and/or to specific Software Products and/or using particular techniques and tools). See guidance for further information.

Option A: For when all Software Maintenance, which does not involve a Software change, is defined through the technical references identified at Annex A to the SOW.

6.2.10.2 The Contractor shall undertake all Maintenance, which does not involve a Software change, for the Software Products specified at clause 6.1.1.1 in accordance with the technical references identified in Annex A to the SOW for those Software Products.

Option B-1: For when specific requirements in relation to Preventive Maintenance for Software, which do not involve a Software change, need to be set out in the Contract.

6.2.10.3 The Contractor shall undertake the following Preventive Maintenance activities, which do not involve a Software change, for the Software Products specified at clause 6.1.1.1:

Note to drafters: Incorporate any specific details required into the following subclauses. Examples of Preventive Maintenance, which does not involve a Software change, includes deleting temporary files, running virus scans and de-fragmenting hard drives.

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

Option B-2: For when specific requirements in relation to Corrective Maintenance for Software, which do not involve a Software change, need to be set out in the Contract.

6.2.10.4 The Contractor shall undertake the following Corrective Maintenance activities, which do not involve a Software change, for the Software Products specified at clause 6.1.1.1:

Note to drafters: Incorporate any specific details required into the following subclauses. Examples of Corrective Maintenance, which does not involve a Software change, includes reinstalling all or some of the Software, device drivers, and rebooting a system after failure.

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

Option B-3: For when specific requirements in relation to Adaptive Maintenance for Software, which do not involve a Software change, need to be set out in the Contract.

6.2.10.5 The Contractor shall undertake the following Adaptive Maintenance activities, which do not involve a Software change, for the Software Products specified at clause 6.1.1.1:

Note to drafters: Incorporate any specific details required into the following subclauses. Examples of Adaptive Maintenance, which does not involve a Software change, includes incorporating adaptation data to alter the way a system operates. Examples of adaptation data

include communication plans that change protocols and radio frequencies for an operation; geographic data to adapt a system to a new location; threat data that alters a system for different threats; and configuration data that adapts a system for different roles.

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

6.2.11 Software Retirement

- 6.2.11.1** The Contractor acknowledges that either the Contractor or another party may identify the need to retire a Software Product for reasons such as the Software Product is no longer supported or is no longer required or has been replaced by another Product.
- 6.2.11.2** Where the Contractor identifies the need to retire a Software Product, the Contractor shall develop and deliver a Software Change Request, for the retirement of the Software Product, in accordance with CDRL Line Number ENG-810.
- 6.2.11.3** Where the Contractor receives a Software Change Request for the retirement of a Software Product from a party other than the Commonwealth Representative, the Contractor shall forward the Software Change Request to the Commonwealth Representative for Approval.
- 6.2.11.4** Once a Software Change Request for the retirement of a Software Product has been Approved by the Commonwealth Representative, the Contractor shall develop and document a retirement plan to withdraw active support for the affected Software Products.
- 6.2.11.5** The Contractor shall consider the affected users and address the following in the retirement plan:
 - a. cessation of full or partial support after a certain period of time;
 - b. archiving of the Software Product and its associated documentation;
 - c. responsibility for any future residual support issues;
 - d. transition to the new Software Product, if applicable; and
 - e. accessibility of archive copies of data.
- 6.2.11.6** The Contractor shall deliver the retirement plan to the Commonwealth Representative for Approval.
- 6.2.11.7** The Contractor shall retire the affected Software Product in accordance with the Approved retirement plan.
- 6.2.11.8** The Contractor shall provide notice to affected users of the intention to retire the Software Product and include the following in the notification:
 - a. a statement explaining why the Software Product will no longer be available;
 - b. if applicable, a description of the replacement Software Product and its date of availability; and
 - c. a description of the user support options available, if any, once access to the Software Product has been removed.
- 6.2.11.9** At the scheduled time of retirement, the Contractor shall archive, as applicable, all configuration documentation, logs, code, scripts, and any data used by, or associated with, the retired Software Product.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-MNT-SERV****(ROUTINE MAINTENANCE SERVICES)**

Status: Optional (used for Maintenance of systems and Products that are not administrative type computer systems)

Purpose: To identify the groups of routine Maintenance tasks to be performed under the Contract.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This DSD defines the requirements for groups of routine Maintenance activities to be undertaken by the Contractor. Types of Maintenance tasks may be listed herein or within the Price and Payment Schedule (Attachment B). Note that actual Maintenance tasks are described in technical manuals and no attempt should be made to create such a detailed list within this Contract; rather, clause 6.1.1.1 refers to the applicable list(s) of Products in SOW Annex A, which then refers to the technical manuals (identified as referenced documents).

Technical manuals for the Maintenance of particular Products should either be listed at Annex A to the SOW or, if the list of technical manuals is extensive, included in Annex D to the SOW, with cross-references from the applicable Products listed in Annex A. Drafters should refer to the guidance in each of these annexes for further information.

SOW Annex A also identifies the depths and/or grades of Maintenance applicable to the particular Products Being Supported under the Contract, but it is also possible that particular requirements associated with the differing depths/grades of Maintenance will need to be spelled out within this DSD. Drafters should note that, while this DSD is called 'Routine Maintenance Services', it addresses both Preventive Maintenance and Corrective Maintenance, but does not address Software Maintenance, which is addressed through the engineering DSDs.

'Non-Routine' Maintenance may include 'Contingency Maintenance' (refer DEFLOGMAN Part 2 Volume 10 Chapter 17, *Contingency Maintenance*), which is that Maintenance carried out on technical equipment during a contingency, when the availability of that equipment is crucial to force capability and normal operating Maintenance procedures may not be appropriate. Contingency Maintenance involves both scheduled and unscheduled Maintenance performed during the contingency, including battle damage repair. For example, Contingency Maintenance may involve the periods between Preventive Maintenance being extended and Maintenance processes being modified. The *ASDEFCON (Support)* template does not include a DSD for Contingency Maintenance and, if required, one must be developed by the drafter. Alternatively, these Maintenance requirements may be incorporated directly into this DSD and DSD-MNT-MGT as additional clauses.

This DSD requires DSD-MNT-MGT to be implemented as the head DSD for Maintenance in order to provide the applicable framework under which the Maintenance tasks must be managed, conducted and reported. A MMP (or SSMP for smaller contracts) is also required as the Contractor's planning document for Maintenance.

This DSD only provides the starting point for describing the Maintenance Services required for particular Products requiring support, and it is likely that this DSD will require further development to accord with specific Contract requirements.

Related Clauses/Documents:

DSD-MNT-MGT, for Management of Maintenance Services

Optional Clauses: None

5 APPLICABLE DOCUMENTS

- Status:** Core
- Purpose:** To identify authoritative documents (excluding individual Maintenance manuals) that are applicable to the Maintenance Services to be provided.
- Policy:** The individual environments (eg, Land, Maritime and Aerospace) each have their own policies regarding Maintenance, many of which are captured in the respective ADF regulatory / assurance framework documents. Explosive Ordnance also has policies regarding Maintenance, and requires additional regulations to be addressed.
- Guidance:** Edit the listing of the applicable documents to suit the application of Maintenance Services. The documents here should be high level, such as Technical Maintenance Plans that refer to individual Maintenance and servicing manuals. Drafters should also note that Annex A to the SOW includes provisions for adding Maintenance manuals for specific Products.
- Drafters must not include references to Defence policy under this clause (unless the policy explicitly states that it is applicable to contractors) because these are open to interpretation within a contract and their applicability is usually limited to Defence personnel.
- Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, which may need to be modified if only a portion of the applicable documents are relevant to the required Maintenance Services.

Related Clauses/Documents:

Draft SOW clause 6.4, Maintenance Organisation and System Compliance

Optional Clauses: None**6.2.2 Mission System Maintenance**

- Status:** Optional
- Purpose:** To identify the Mission Systems to which the Maintenance Services under this DSD are applicable.
- Policy:** DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*
- Guidance:** This clause allows drafters to specify the scope of Maintenance Services to be provided to each of the Mission System types listed in SOW Annex A. Each clause identifies the type of Mission System (one per table in Annex A to the SOW) and then lists applicable high-level summaries of the required Maintenance Services.
- Importantly, Mission Systems in the Contract are not necessarily the same as 'Major Systems' in a Defence capability. They are systems to be treated as a Mission System for the purposes of regulation / assurance, corporate governance, and management as a Mission System. For example, a contract may support aircraft / helicopters as one Mission System and flight simulators as another, or a ship as one and the Software integration and test facility another, because the level of contract management is similar for each.
- If the Contract does not provide support at the Mission System level (ie, section 1 of Annex A to the SOW is not used), but instead provides support to selected Mission System and/or Support System Repairable Items (ie, sections 2 and 3 of Annex A), then this clause may be deleted and replaced with 'Not used'.
- If there is only one Mission System type and the table in section 1 of Annex A defines the depths / grades of Maintenance, drafters may replace the standard clause with the optional clause below. Note that Annex A may not be fully defined, in the context of depths / grades of Maintenance, if the Contract (Support) is tendered concurrently with a Contract (Acquisition) and information for Annex A will be developed under the Contract (Acquisition). Refer to the *ASDEFCON Linkages Module* for further guidance on how to address this type of situation.

If required, drafters are to insert the description of the Maintenance Services applicable to each Mission System type, which should set out any details and qualifications that are not provided through the Maintenance depth/grade information and associated Maintenance manuals provided at Annex A to the SOW. If there is only one Mission System type, the second clause and subclause list should be deleted. If there are more than two types, then the clause should be copied for each additional type. Drafters may also include the descriptive name of the Mission System in each clause after the Mission System number (eg, '... Mission System #1 (HMAS Choules) listed at ...').

This clause may also need to be expanded to address any unusual and/or unique Mission System Maintenance requirements, particularly to ensure that the scope of work is clear. For example, it may be necessary to:

- a. identify any Commonwealth-owned Maintenance Facilities and/or Support and Test Equipment (S&TE) that the Contractor is required to use, particularly where these items are unique;
- b. spell out who is responsible for picking up the Mission System(s) from the Commonwealth's premises and delivering them to the Contractor's Maintenance Facilities (and vice versa after Maintenance is completed); and
- c. spell out any Commonwealth actions during Maintenance (eg, sign-off of individual Maintenance actions as they are completed on a ship or of stages within a deeper-maintenance program for aircraft).

Related Clauses/Documents:

Section 1 of Annex A to the SOW

Optional Clauses:

The Contractor shall provide Maintenance Services to the Mission Systems listed in section 1 of Annex A to the SOW, for the identified depths/grades of Maintenance identified in Annex A to the SOW.

6.2.3 Repairable Item Maintenance

Status: Optional

Purpose: To set out the Maintenance requirements for Repairable Items.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: Typically, the Maintenance requirements for Repairable Items will be fully spelt out through SOW Annex A and the referenced technical manuals pertaining to those Repairable Items. Notwithstanding, this clause may need to be expanded to address specific requirements for individual Repairable Items or sets of Repairable Items. Examples of Maintenance-related issues that may need to be addressed through this clause are:

- a. use of specific Maintenance Facilities and/or use of specific Maintenance S&TE (eg, Commonwealth-owned unique Facilities and S&TE);
- b. unique handling requirements that are not addressed in the Maintenance manuals or through the Supply DSDs;
- c. non-standard locations for conducting Maintenance (eg, when deployed); and
- d. differing ADF regulatory / assurance framework requirements, which may apply to the Maintenance of different sets of Repairable Items.

Related Clauses/Documents:

Sections 2 and 3 of Annex A to the SOW

Optional Clauses: None.

6.2.4 Post-Maintenance Verification

Status: Optional

Purpose: To set out the responsibilities for post-Maintenance Verification requirements.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This clause may require modification to address any Commonwealth-unique post-Maintenance Verification requirements, such as post-Maintenance flight testing of aircraft or harbour trials for ships (eg, that these must be conducted or witnessed by Commonwealth personnel). Alternatively, it could set out a process whereby the actual post-Maintenance Verification are agreed between the parties, depending upon the significance of any issues identified during Maintenance and/or any additional work conducted during Maintenance (eg, incorporation of Modifications).

Related Clauses/Documents:

Sections 1-3 of Annex A to the SOW

Optional Clauses: None.

6.2.5 Carried Forward Maintenance Requirements

Status: Optional

Purpose: To set out the processes for deferring minor Maintenance requirements until a more appropriate time in order to minimise the impact on Product availability.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: For some Mission Systems and major Support System Components, minor Maintenance requirements may be deferred until a more convenient scheduled Maintenance activity (ie, carried forward). This is typical for minor damage (eg, damaged paintwork and minor corrosion) identified by operational and intermediate level Maintenance personnel and which can be deferred until a major scheduled Maintenance activity, rather than making the Product unavailable for a minor Maintenance activity.

The clause requires Commonwealth Approval for carried forward Maintenance. In practice this is generally managed using a pre-approved list of repair requirements with defined tolerances (eg, evidence of surface corrosion in area [...X...] of up to [...Y...] in surface area). In some cases a quick, non-standard repair may also be required in order to allow deferral of the permanent repair, in which case the Approval for this clause 6.2.5 and clause 6.2.6 would be combined.

Related Clauses/Documents:

Clause 6.2.6, Implementing Non-Standard Repairs and Deviations

Optional Clauses: None.

6.2.6 Implementing Non-Standard Repairs and Deviations

Status: Optional

Purpose: To set out the processes for implementing Non-Standard Repairs and Deviations during Maintenance.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: There may be times when Non-Standard Repairs and/or Deviations (eg, temporary modifications) need to be implemented during Maintenance. This clause only defines the Maintenance aspects of these processes, noting that other aspects such as investigation and development of acceptable repair schemes and other Deviations from an Approved Product Baseline or standard processes require appropriate engineering approval. Essentially, Non-Standard Repairs and Deviations cannot be implemented as part of Maintenance until appropriate engineering sign-off has been provided.

The required engineering approvals could be provided by the Contractor under the Engineering Support clause and associated DSDs (eg, DSD-ENG-SERV); by the Commonwealth; or by a third-party Contractor / OEM, based upon who is the design authority and has the necessary engineering expertise and responsibility. If the

same Contractor is providing both Maintenance and Engineering Services, then the 'Engineering Investigations' clause of DSD-ENG-SERV should be reviewed concurrently with this DSD, while noting that the management of Baselines and Deviations is addressed through DSD-ENG-CM. Clause 11 in the SOW addresses the processing of each 'Application for a Deviation'.

This clause may be optional for simpler support contracts, where the nature of the materiel and the associated ADF regulatory / assurance framework may not require this level of control to be exercised by the Commonwealth.

Related Clauses/Documents:

Clause 6.2.5, Carried Forward Maintenance Requirements
 Draft SOW clause 11.4, Non-Conforming Services
 DSD-ENG-SERV, Routine Engineering Services
 DSD-ENG-CM, Configuration Management Services
 DID-PM-MGT-AFD, Application for a Deviation

Optional Clauses: None.

6.2.7 Incorporating Modifications, Alterations, and Technical Instructions

Status: Optional

Purpose: To identify the need for Maintenance actions to implement Modification Orders, alterations, and Technical Instructions.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This clause defines the Maintenance portion of the design change process; the incorporation of modifications during Maintenance activities. Other aspects of a modification program, such as the development of design changes, are addressed through the Engineering Support DSDs. Engineering Services would normally be used to design, develop and prototype or conduct the first / trial installation of a Commonwealth-directed design change, while subsequent roll-out of the design change is often incorporated into the system as part of Maintenance when the system is already 'off-line'.

Drafters should be aware that the terms 'Modification Order' and 'Technical Instruction' are defined in the Glossary. Drafters may wish to modify the definitions to match the terminology used within a particular environment (Land, Maritime or Aerospace).

Clauses 6.2.7.1 – 6.2.7.3 divide the modifications, alterations and Technical Instructions ('changes') into different groups, depending upon whether or not a particular change is within scope or subject to S&Q Services. The first group of changes are those proposed by the Commonwealth, typically as capability enhancements and, therefore, these changes are funded as S&Q Services under clause 6.2.7.1.

The second group of changes are those required to keep the system functioning on a routine basis. This may require a change to implement a substitution and overcome parts shortages, for safety improvements directed by the OEM, regulatory changes or other change originating from outside the Commonwealth Representative's control. These are undertaken as Recurring Services under 6.2.7.2 unless they fit into an exception category listed in clause 6.2.7.3, where they will be funded as an S&Q Service. Exceptions would be made for changes that have significant Commonwealth involvement (which may affect cost or safety), such as structural changes, or as agreed by the Commonwealth because of the cost when it is not desirable for the Commonwealth to have the Contractor factor in a high level of contingency to cover such costs within the Recurring Services.

Clause 6.2.7.1 requires the Contractor to follow the authorised change documentation when implementing any of the change programs.

Drafters need to insert the applicable name for the modification order / instruction or directive where indicated. Drafters also need to develop the list of exception categories in clause 6.2.7.3 within the optional subclause list. If there are no specific exception categories and S&Q Services, therefore, would only be used with Commonwealth agreement, then the optional clause may be deleted and clause 6.2.7.3 amended accordingly.

This clause may be optional for simpler support contracts, where this situation may not arise frequently or require formal management processes.

If the same Contractor is providing both Maintenance and Engineering Services, then the relevant clauses of DSD-ENG-SERV (eg, Developmental Activities for Major Changes and Technical Instruction Development) should be reviewed concurrently with this clause.

Related Clauses/Documents:

DSD-ENG-SERV, Routine Engineering Services

Optional Clauses: None

1.1.1 Aircraft Weight, Balance and Symmetry

Status: Optional. Applicable to aircraft (Mission System level) support contracts where the Contractor will be required to maintain weight, balance and symmetry information.

Purpose: To require the Contractor to maintain weight, balance and symmetry information for each aircraft.

Policy: DASR M.A.708, *Continuing Airworthiness Management*
AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General*

Guidance: Optional clauses (below) have been drafted for managing aircraft weight, balance and symmetry information. Maintaining accurate information is an important aspect of aircraft safety and continuing airworthiness management. Relevant DASR requirements are DASR M.A.708(b)10 for aircraft weight and balance, and DASR M.A.708(b)11 regarding aircraft symmetry.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note, add the clauses to the end of the DSD to avoid cross-reference errors). AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General* should also be added to the list of applicable documents in clause 5.

The clauses should be amended for the extent of proposed Contractor responsibility. For example, if the Contractor will weigh aircraft during a scheduled servicing but not perform flight line operations, then the information would need to be maintained in CAMM2 but the Contractor will not be the party required to make the statements available to aircrew, prior to each flight, and the final clause would be omitted.

Related Clauses:

DSD-ENG-CM clause 6.2.2, Baseline Management, if weight, balance and symmetry information is maintained within the build state information for each aircraft.

Optional Clauses:

1.1.1.1 The Contractor shall maintain weight, balance and symmetry information for each aircraft in accordance with AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General*, and [...INSERT CAMO INSTRUCTION / PROCEDURE FOR SYMMETRY CHECKS...].

1.1.1.2 The Contractor shall, for each aircraft:

- a. perform checks (measurements and calculations) of weight, balance and symmetry as part of the [...INSERT APPLICABLE ROUTINE SERVICING OR PERIOD...];
- b. calculate changes to weight, balance and symmetry information as a result of installed modifications and other configuration changes; and

- c. update as required, the weight, balance and symmetry information recorded in CAMM2 [...INSERT 'and' APPLICABLE CM BUILD STATE / BASELINE...] reflects the current status of the aircraft.

1.1.1.3 The Contractor shall ensure that the weight and balance statement and the symmetry statement are made available to the relevant aircrew [...INSERT 'and Air Movements staff' IF APPLICABLE...].

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-MNT-SERV-V5.2**

2. **TITLE: ROUTINE MAINTENANCE SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD is used to describe the requirements for routine Maintenance Services, being those Preventive Maintenance and Corrective Maintenance tasks performed on a scheduled or unscheduled basis using the Maintenance Management System established for the period of the Contract under DSD-MNT-MGT.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with DSD-MNT-MGT.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include references to the relevant technical maintenance plans, servicing schedules, technical manuals, etc, that have generic applicability across the Maintenance Services). Do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Delete from the documents listed in the table below, those documents that do not apply to this Contract.

| | |
|---------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP 3411.0101 | Naval Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |

6. **SERVICE DESCRIPTION**

6.1 **Introduction**

6.1.1 **Scope**

Note to drafters: Amend the following clause to align with the scope of routine Maintenance Services required under the Contract. For example, if the Contract does not include Maintenance of the Mission System as a whole, and therefore Annex A does not list Mission Systems (refer scenarios 3 and 4 in the SOW Tailoring Guide), then clause 6.1.1.1a would be deleted and 6.1.1.1 would be simplified.

6.1.1.1 The Contractor shall provide the routine Maintenance Services, as described in this DSD, for the following types of Products listed in Annex A to the SOW:

- a. the Mission System(s); and
- b. the Repairable Items.

6.2 **Services**

6.2.1 **General**

6.2.1.1 The Contractor shall provide Maintenance Services for the Products specified in clause 6.1.1.1 in accordance with:

Note to drafters: If only a portion of an Applicable Document listed in clause 5 is applicable, then the following clause should be modified to ensure that only the applicable portion is mandated on the Contractor.

- a. the applicable documents listed in clause 5 of this DSD; and

- b. the technical manuals identified against each of the Products in Annex A to the SOW.

6.2.2 Mission System Maintenance

Note to drafters: If Mission System Maintenance is not a requirement of this Contract, then delete the following clauses and replace with a single 'Not used'. Otherwise, the clauses should be tailored and completed to accord with the required Maintenance Services. Drafters should also ensure that these requirements are harmonised with the parallel requirements in Annex A to the SOW, without overlaps or gaps. Refer to guidance for additional information.

6.2.2.1 The Contractor shall undertake the following Maintenance Services for Mission System #1 listed at Annex A to the SOW:

- a. [...INSERT APPLICABLE SERVICES...]; and
b. [...INSERT APPLICABLE SERVICES...].

6.2.2.2 The Contractor shall undertake the following Maintenance Services for Mission System #2 listed at Annex A to the SOW:

- a. [...INSERT APPLICABLE SERVICES...]; and
b. [...INSERT APPLICABLE SERVICES...].

6.2.3 Repairable Item Maintenance

Note to drafters: The following clause may be expanded to accord with the specific requirements of the Contract.

6.2.3.1 The Contractor shall undertake Preventive Maintenance and Corrective Maintenance of the Repairable Items listed at Annex A to the SOW, for the identified depths/grades of Maintenance identified in Annex A to the SOW.

6.2.4 Post-Maintenance Verification

Note to drafters: The following clause may be expanded to accord with the specific requirements of the Contract (eg, for post-Maintenance flight testing of aircraft or harbour trials for ships).

6.2.4.1 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall conduct Verification of all Products specified in clause 6.1.1.1 after Maintenance has been completed in accordance with the technical manuals applicable to the Product.

6.2.5 Carried Forward Maintenance Requirements

6.2.5.1 The Contractor shall manage all carried forward Maintenance requirements, including Carried Forward Unserviceabilities, in accordance with the Approved MMP.

6.2.5.2 The Contractor shall submit all requirements for Carried Forward Unserviceabilities to the Commonwealth Representative for Approval.

6.2.6 Implementing Non-Standard Repairs and Deviations

6.2.6.1 The Contractor shall submit, prior to implementation of a Non-Standard Repair, an Application for a Deviation in accordance with clause 11.4 of the SOW.

6.2.6.2 When a Deviation, which is not related to a Non-Standard Repair, is required to be implemented during Maintenance and either an Application for a Deviation has not been submitted by the Contractor or an Approved Deviation has not been provided by the Commonwealth, the Contractor shall submit an Application for a Deviation in accordance with clause 11.4 of the SOW.

6.2.6.3 The Contractor shall not implement a Non-Standard Repair or any other Deviation required to be implemented during Maintenance until the Commonwealth Representative has granted Approval, in writing, of the relevant Application for a Deviation.

6.2.6.4 The Contractor shall maintain, for the Term, records of all details relating to Non-Standard Repairs and Deviations implemented during Maintenance and promptly make these available to the Commonwealth Representative upon request.

6.2.6.5 If the Contract is terminated or is to expire then, within the applicable timeframe in the Contract for delivery of Technical Data or, if no time frame, prior to the date of termination or expiry the Contractor shall deliver to the Commonwealth Representative a copy of all

details relating to Non-Standard Repairs and Deviations implemented during Maintenance, in either hard copy or soft copy or both hard and soft copy, as agreed between the parties.

6.2.7 Incorporating Modifications, Alterations, and Technical Instructions

Note to drafters: Amend the following clause depending upon the processes that apply to the Contract. Drafters should note that 'Modification Order', 'Technical Instruction', etc, are defined terms and may be amended in the Glossary.

6.2.7.1 The Contractor shall incorporate each [...INSERT APPLICABLE DOCUMENT (eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...)], alteration, or Technical Instruction:

- a. in accordance with the applicable [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...] or Technical Instruction;
- b. in a way that minimises the impact on Defence operations and other Contract work (eg, by incorporation during routine Maintenance activities); and
- c. in a way that minimises the risks to the health and safety of personnel and to the environment.

Note to drafters: The following two clauses divide installation work between Recurring Services and S&Q Services. Recurring Services avoid the administration of S&Q Services but are not suitable for installations of a particular nature, scale (cost) or if they cannot be reasonably anticipated (eg, Commonwealth proposed enhancements). Tailor accordingly.

6.2.7.2 Subject to clause 6.2.7.3, the Contractor shall incorporate any [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...], alterations or Technical Instructions required for the continued sustainment of the Products Being Supported (eg, as required to maintain serviceability, address parts shortages, or to address safety and/or regulatory requirements, including ADF regulatory / assurance framework requirements), within the Recurring Services.

6.2.7.3 The Contractor shall incorporate, as an S&Q Service:

- a. each [...INSERT APPLICABLE DOCUMENT (eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...)], alteration, or Technical Instruction required by the Commonwealth Representative as an enhancement or other functional change;

Option: Include the following subclause list when there are specific types of change that will be undertaken as an S&Q Service in every instance (eg, not included within the scope of clause 6.2.7.2) due to cost or significance of Commonwealth input).

- b. any [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...], alteration or Technical Instruction that involves:
 - (i) [...INSERT APPLICABLE EXCLUSIONS, eg, 'structural changes to a Mission System'...]; or
- c. any significant [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...], alteration or Technical Instruction as agreed by the Commonwealth Representative in advance and in writing.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-OPS-HLPDSK
(HELP DESK SERVICES)**

- Status: Optional
- Purpose: To provide effective help desk support to operators and maintainers of systems and equipment.
- Policy: No specific policy identified.
- Guidance: This DSD provides a sound starting point for defining help desk Services; however, further development will be required to customise the DSD for the specific Software and/or hardware Products Being Supported. This DSD may be used to define the help desk Services required for Information and Communications Technology (ICT) Systems or other Defence systems (eg, as a technical support desk for Defence maintenance staff working on major platforms).
- This DSD may be used in conjunction with other DSDs. For example, for an ICT system, the help desk Services may be inter-related with ICT system administration (DSD-MNT-SA), Software support (DSD-ENG-SW), and Maintenance Services for related hardware (DSD-MNT-SERV). For other systems, the help desk Services may be inter-related with requests for Contractor-provided Maintenance Services (DSD-MNT-SERV) and Engineering Services (DSD-ENG-SERV) for the resolution of Defects.
- Where this DSD is used and Services from DSD-MNT-SA and/or DSD-ENG-SW are also required, drafters may find it more suitable to relocate clauses between DSDs if this better aligns the Services with expectations for how they will be managed and provided (eg, where it is anticipated that the help desk operators will also perform a number of systems administration tasks).
- Drafters must ensure that the scope and general requirements clauses in this DSD adequately identify the Products and describe the expected demand to be placed on the help desk.
- Drafters should be aware that the Services described in this and other related DSDs have, to the maximum extent practicable, been aligned with the services described in the Information Technology Infrastructure Library (ITIL). Notwithstanding, complete alignment is not practicable due to the framework and terminology used throughout ASDEFCON (Support) (eg, Support System). For comparison with ITIL, this DSD describes help desk Services, which are services included in the *AS ISO/IEC 20000-1 – 2018 Information Technology – Service Management – Part 1: Service management system requirements*. The following provides a comparison between this DSD and ITIL:
- a. Under the ITIL specification and this DSD, incidents causing an interaction with the user (called a service request in this DSD) are recorded in a services management system. Other interactions / service requests are also recorded (eg, to change user access to data or for relocating hardware);
 - b. Under ITIL, all incidents to be addressed are recorded in the services management system (ie, including those not originating from a user service request); under this DSD only service requests from users are recorded;
 - c. Under ITIL, an interaction may be related to a Software or hardware problem and result in a problem report; under this DSD a service request may be related to a Failure and, if so, assigned a Failure classification; and
 - d. Under ITIL, an incident and interaction may be resolved and closed while the problem remains (eg, a network log-on failure is resolved with a work-around

solution if users log-on via a redundant server while the original problem is addressed separately). Under this DSD a service request can be resolved while the Failure is addressed by Services provided under other DSDs or an Associated Party (eg, a work-around resolves a user's service request but the Failure requires a Software change, under DSD-ENG-SW, that takes several months to develop, test, approve and implement).

Related Clauses/Documents:

Draft SOW Clause 4.4 Operating Support Services

DSD-MNT-SA, DSD-ENG-SW, DSD-ENG-SERV, DSD-MNT-MGT, DSD-MNT-SERV

Optional Clauses: Refer to individual clauses.

4 INTER-RELATIONSHIPS

Status: Core

Purpose: To identify the principle inter-related sections of the SOW, including other DSDs.

Policy: Nil

Guidance: Clause 4 should be updated to reflect the inter-related DSDs that are included in the draft Contract by tailoring clauses 4.2 to 4.4.

DSDs primarily related to ICT Systems (or just Software) are DSD-MNT-SA, DSD-ENG-SW, and this DSD. Depending on the scope of the Services, not all DSDs may be needed. In some cases, if only one or two clauses are required from one of these DSDs, it may be more efficient for management purposes to transfer the required clauses into another DSD and not use the original DSD.

Related Clauses/ Documents:

DSD-MNT-SA for the provision of systems administration Services.

DSD-MNT-MGT and DSD-MNT-SERV for the management and maintenance of ICT Systems hardware.

DSD-ENG-SW for the provision of Software support Services (including 'Software maintenance').

Optional Clauses: None.

6.1.1 Scope of DSD

Status: Core

Purpose: To identify those Products for which help desk Services are required.

Policy: TBD

Guidance: The DSD considers that not all Products Being Supported require help desk Services, either because the help desk Services only apply to a subset of the range of Products (eg, the Software but not hardware) or because subordinate Products are supported by other Services but are not visible to the Help Desk User as defined in clause 6.2.1.1. Accordingly, to identify those Products for which Services apply the clause provides two options: firstly, where the systems/equipment requiring help desk Services are identified within the list of Products Being Supported, at Annex A to the SOW, or, secondly, where they are identified within this clause of the DSD.

The first option is the preferred approach because it is more consistent with the approach for referencing relevant Products across most DSDs and also allows for a larger number of Products (ie, differing hardware and Software Products) to be identified and supported by the Services provided by the DSD.

The second option would be used when the systems/equipment requiring help desk Services are:

- a. small in number and, therefore, easily identifiable within the clause; and/or

- b. not otherwise identified in SOW Annex A (eg, the Mission Systems are identified but not the lower level items to which the Services are provided).

Related Clauses/Documents:

SOW Annex A

Optional Clauses: None

6.2.1 General Requirements for Help Desk Services

Status: Core

Purpose: To provide general requirements for the provision of help desk Services, which assist the tenderers and Contractor to define the scope of the Services and the required resources.

Policy: TBD

Guidance: This clause requires considerable tailoring to ensure that it accurately reflects Defence's requirements for help desk Services. If the draft Contract (Support) is being let in conjunction with a draft Contract (Acquisition), some of the information required to populate this clause should be available through the Operational Concept Document (OCD). Otherwise, drafters will need to liaise with the future operators and maintainers (ie, the Help Desk Users) to obtain the required information.

Drafters must ensure that this clause adequately describes the expected demand to be placed on the help desk. For example, consider specifying the:

- a. numbers of users;
- b. locations (or time zones);
- c. hours of operation; and
- d. expected call rate if known (eg, from work effort under previous contracts) such as the number of calls per hour to be handled, numbers of simultaneous callers to be handled, or other measure(s) describing the level of effort where it is possible and appropriate to do so.

If this DSD is used in a Contract (Support) that is linked to a Contract (Acquisition), it may be appropriate to require the tenderers to propose a description of the expected call rate parameters, including the rationale for the expected demand (eg, from similar contracts).

Clause 6.2.1.1 requires the drafter to provide a reasonable estimate of the number of Help Desk Users. As an example, the draft clause divides users into three categories because it is likely that different categories of user will either require different Services or will use different amounts of individual Services. Where the prospective Help Desk Users are summarised by more or fewer groups not covered by these three categories, drafters should amend the list to describe the user population. Notwithstanding, if there is only one type of Help Desk User, drafters should also amend the clause accordingly.

It may not be feasible to identify the exact number of Help Desk Users and, under these circumstances, it may be more appropriate to identify the maximum number of users in each category (eg, less than, or equal to, 250 Commonwealth operators). Consideration should also be given to describing any forecast changes in user population over the period of the Term, if this is likely. When linked to a Contract (Acquisition), for example, the number of Help Desk Users may vary as more and more items of equipment are delivered under the Contract (Acquisition).

Clause 6.2.1.2 identifies the expected number of service requests to be received by the help desk, which helps to define the scope of work for these Services. The clause may require amendment to suit the specific requirements of the draft Contract.

Clause 6.2.1.3 provides example provisions defining the nature of the help desk Services. It may also be necessary to identify particular Services for each individual category of Help Desk User (eg, users versus group coordinators or operators versus maintainers, where it makes sense to provide the tenderers and the Contractor with

a better understanding of different aspects of scope). Drafters should amend the clause accordingly.

Clause 6.2.1.4 requires the drafter to insert the governing plan for the help desk Services, which could either be a stand-alone Operating Support Plan (OSP) or the Support Services Management Plan (SSMP). A stand-alone OSP could be warranted where the total scope of Operating Support Services is likely to be significant enough that more detail is required than would be provided through the SSMP. Alternatively, a help desk plan or ICT support plan (eg, covering help desk and systems administration) could be specified, which may require an appropriate DID to be developed by the drafter or the extant OSP DID to be tailored.

Clause 6.2.1.5 identifies the mechanisms by which the help desk may be contacted by the Help Desk Users. Generally, this clause should be reviewed but, in many cases, will not require amendment by drafters.

Clause 6.2.1.6 requires the drafter to insert the standard hours of operation. This clause may need to be amended if Services are to be provided in multiple locations for which differing time zones and/or differing hours of operation apply.

There is no need to specify different requirements for help desk support in order to address changes in the level of demand that occur during standard hours specified in clause 6.2.1.6. The Contractor will determine the appropriate level of resources should the standard hours extend beyond 'business hours'. However, additional clauses are required if the scope of Services changes outside of the standard hours, and two options are included at clauses 6.2.1.7 and 6.2.1.8 to address these potential changes.

Option A (clause 6.2.1.7) is an example whereby the Services provided outside of standard hours are reduced to only require the help desk to respond to service requests for class 1 Failures (as described in Table 1) – other service requests would not be actioned until standard hours resume. Option B (at clause 6.2.1.8) provides an option for help desk Services to be increased outside of the standard hours and during periods of Surge (refer SOW clause 3.2.4) – that is, for services over and above and those services provided for class 1 Failures through Option A. The clause assumes that the same level of effort will be required during periods of Surge; however, if this is not the case, drafters should amend the clause accordingly. Drafters may include both Options A and B, include either one, or delete both, depending on the help desk Services required.

If the price for the effort during Surge (Option B) can be defined in advance (eg, on a weekly basis), then Task Priced Services may be a suitable mechanism to use to enact this requirement. Alternatively, if the scope of effort during periods of Surge cannot be defined in advance, then S&Q Services may need to be used.

Related Clauses/Documents:

DID-SSM-SSMP or DID-OPS-OSP, for management of help desk Services

Draft SOW clause 3.2.4, Surge

Attachment B, for Task-Priced Services and S&Q Services

Optional Clauses: None

6.2.2 Service Request Logging

Status: Optional

Purpose: To provide requirements for the logging of service requests in a service management system to ensure that:

- a. there is a traceable history of all help desk activity; and
- b. sufficient information is obtained to enable service requests, which cannot be resolved by the help desk, to be properly assessed and actioned by the resolving group(s).

Policy: TBD

Guidance: This clause defines the requirements for logging service requests in a service management system used by the help desk (which may also be used for managing systems administration Services). Drafters should be aware that this clause does not require the logging of other incidents, including Failures, which are not reported by Help Desk Users (although a Contractor would likely log other incidents as part of their work). For this and other reasons, the clause may need to be amended to suit the specific requirements of the draft Contract.

Drafters must firstly determine whether there is a Defence service management system and, if so, whether the Contractor will be provided with access to this system. Drafters should select from the available options accordingly. If the Contractor will be required to use a Defence system, Attachment E will need to reflect the GFM/GFS provided. Drafters will also need to be aware of the obligations for training Contractor staff if a Commonwealth system is mandated. Clause 3.17 of the draft SOW provides the governing provisions for such training.

If the Contractor will be required to use a Defence service request logging system, then clause 6.2.2.1 may need to be amended to align with the functionality of this system. Otherwise, drafters should amend this clause to align with the specific requirements of the draft Contract. The optional subclause referring to a knowledge base should only be considered for inclusion when the Contractor will be able to present this information (eg, via a DRN website) to Help Desk Users.

Related Clauses/Documents:

Clause 6.2.4, for Failure Classifications.

Draft SOW clause 3.16, for Mandated Defence Information Systems.

Attachment E, for GFM and GFS.

Optional Clauses: None

6.2.3 Service Request Assignment

Status: Optional

Purpose: To provide requirements for the assignment of service requests that cannot be resolved by the help desk.

Policy: TBD

Guidance: Where a service request cannot be resolved directly by the help desk, the request will need to be 'escalated' or referred to other parts of the Contract (eg, to be resolved by ICT systems administration under DSD-MNT-SA) or escalated to the Commonwealth or an Associated Party, such as another Commonwealth contractor. For example, system administration Services may be required to recover data that was accidentally deleted, but those system administration services may be performed by an Associated Party if the scope of help desk Services is limited to the support of a particular Software Product.

The clause includes an initial set of options as to whether a service request will be escalated within the Contractor's organisation (Option A), or to the Commonwealth Representative or an Associated Party nominated by the Commonwealth Representative (Option B). Drafters should select between these options, depending upon the proposed arrangements.

In some contracts, it may be possible for the Contract to escalate some service requests internally (eg, because the Contractor also provides Software support Services to selected Software Products or provides Maintenance of particular hardware Products), while other requests must be escalated to an Associated Party. In this instance, both options A and B are applicable, and drafters must ensure that SOW Annex A identifies the Products for which service requests are escalated internally and which are not. Clauses 6.2.3.3 and 6.2.3.4 would also need to be amended to accommodate this situation, and proposed alternative clauses are provided under the Optional Clauses heading below.

The clause also includes options for when the Contractor will also be undertaking other Services (ie, escalating the service request internally), including system administration Services, general Engineering Services, Software support Services, and Maintenance Services. Drafters should select from these optional clauses depending upon the proposed scope of work under the Contract.

Where general Engineering Services are required to assist with resolving a service request, drafters should consider amending clause 6.2.3 of DSD-ENG-SERV, Engineering Investigations, to include 'the provision of technical advice and assistance to address help desk requests from operators and maintainers of the supported Products', or a similar change to suit the nature of the Contract.

Related Clauses/Documents:

Clause 6.2.4, for Failure Classifications.

DSD-ENG-SW and DSD-MNT-SA, for Software-related changes and systems administration.

DSD-MNT-MGT and DSD-MNT-SERV, for (hardware) Maintenance Services.

DSD-ENG-SERV, for the escalation of service requests that require engineering investigations.

SOW Annex A, if the identification of Products requiring internal escalation versus escalation to another party is required.

Optional Clauses: Alternative clauses to clauses 6.2.3.3 and 6.2.3.4:

Where the Contractor has additional responsibilities under the Contract for a particular Product (eg, as defined at SOW Annex A) to assist with resolving a service request, the Contractor shall escalate the service request to the most appropriate support group within the Contractor's organisation as soon as it becomes clear that the help desk is unable to resolve the service request itself.

Where the Contractor does not have additional responsibilities under the Contract for a particular Product (eg, as defined at SOW Annex A) to assist with resolving a service request, the Contractor shall escalate the service request to the Commonwealth Representative or to an Associated Party nominated by the Commonwealth Representative as soon as it becomes clear that the help desk is unable to resolve the service request itself.

6.2.4 Failure Classification

Status: Optional

Purpose: To provide for the classification of Failures that are related to service requests processed by the help desk.

Policy: TBD

Guidance: Where a service request identifies the presence of a Failure, the help desk is to classify the Failure in accordance with Table 1 and record this classification in the service request log (refer clause 6.2.2.16.2.2.1j). Notably, this DSD includes processing of service requests that involve Failures but not the actual resolution of the Failures themselves, because this is addressed by escalation to the appropriate party in clause 6.2.3, including by referral to other Services provided by the Contractor.

Table 1 identifies the resolution times for service requests related to Failures, which need to be factored into the service request resolution times under clause 6.2.6. The resolution times in Table 1 are also applicable where the Contractor has responsibility for resolving Failures under other DSDs (eg, DSD-MNT-SA, DSD-ENG-SW and DSD-MNT-SERV). The resolution of a Failure requires the restoration of the system's functionality to the Help Desk User. This does not necessarily mean that the underlying cause has been resolved. For example, a hardware item may be replaced to resolve the service request, but an engineering investigation (through DSD-ENG-SERV) may be required to investigate a Defect uncovered during the replacement. Likewise, a Software Failure may be resolved by a workaround, but

the solution to the underlying problem may require a Software change (through DSD-ENG-SW) that will not be implemented until a future Software release.

Drafters are to review and insert the applicable service request resolution times into Table 1 for the four classifications of Failures. To be effective, drafters need to further develop the definitions for Mission Critical Capability and Non Mission Critical Capability in the Glossary. The applicable service request resolution times must also be inserted into Table 1.

In some instances, for example, a class 1 Failure may need to be resolved in less than one Working Day and table entries may need to be re-phrased in terms of hours or business hours (if business hours are adequately defined). When the help desk supports a range of different types of Products, drafters may also need to make some minor changes to the Failure classification descriptions (eg, class '1b' for data and databases may not be applicable).

Service request resolution times in Table 1 are 'requirements' and failure to achieve requirements should be reported. However, actual results are likely to follow a statistical distribution model and specifying singular, fixed resolution times may not be optimal. For example, it is more likely that '70% of requests resolved in X hours and 95% resolved in Y days' would provide a more realistic description of what could be achieved. Drafters should consider the most appropriate way to describe resolution times and amend clause 6.2.4 accordingly.

The service request resolution times in Table 1 could be used as the basis of measurement for a Key Performance Indicator (KPI) (ie, a KPI defined in Attachment P may replace the resolution times in Table 1, depending on the approach taken). A typical KPI would evaluate the achievement of resolution times for each Failure class, and then combine the results into a single score (ie, by multiplying the results for each Failure class by a weighting factor). For example, the average service request resolution time over a Review Period could be compared against the 'target' resolution times in Table 1 (eg, 80% of class 1 Failures resolved within two hours (of help desk operation) and 80% of class 2 Failures resolved in 1 day (or eight 'help desk hours'), etc). Secondly, the achievement in each class of Failure could be weighted to reflect their importance as part of a single calculated result (eg, 50% for class 1, 25% for class 2, 15% for class 3 and 10% for class 4, noting that weighting factors must add up to 100%). Such KPIs require rules to manage scoring when a service request is escalated or referred to an Associated Party, rather than being directly resolved (noting that default rules are included in clause 6.2.6). Whatever KPI is chosen, the drafter must ensure consistency between the definitions in Table 1, the definitions in the Glossary, and the KPI definition(s) in Attachment P.

Although Table 1 only has a single column for service request resolution times, additional columns may be added for different priority levels (eg, high priority for deployed units and routine priority for everyone else). When some service requests must be resolved by the Contractor (eg, through DSD-MNT-SA) while others will be escalated to Associated Parties (refer clause 6.2.5), another column may be added for internal service request resolution versus those escalated and referred to another party. As above, such details may also be factored into KPIs, when used.

Where there is an established failure-severity / priority classification system for the ICT system or organisation, drafters should consider amending the DSD to align with the existing regime.

Drafters should be aware that the Failure class and service request resolution times are explicitly referenced from DSD-MNT-SA (if Failure resolution is achieved through referral to systems administration), and any changes to Table 1 should be coordinated and consistent with the requirements for this other DSD.

Optional clauses 6.2.4 to 6.2.7 inclusive (for use when the Contractor also has responsibility for resolving Failures) provide rules as to when a Failure may be considered resolved and, therefore, whether or not a service request may be closed.

Related Clauses/Documents:

DSD-MNT-SA, ICT Systems Administration.

Attachment M, Glossary, for definitions of Mission Critical Capability and Non Mission Critical Capability.

Attachment P, Performance Assessment, if the resolution of service requests will be assessed using KPIs.

Optional Clauses: None

6.2.5 Service Request Resolution

Status: Core

Purpose: To define the resolution conditions applicable to help desk service requests.

Policy: TBD

Guidance: This clause defines the conditions related to the resolution of service requests (subsequent actions are then required to close the service request). The clause covers three main aspects, service requests not related to a Failure, service requests related to Failures, and the ability for the Commonwealth to review and possible re-opening of service requests that the Contractor has stated as having been resolved.

Clause 6.2.5.1 defines the criteria for the resolution of service requests not related to a Failure, being either confirmation that the request has been resolved by the Contractor through the help desk or other Services, or by escalation (referral) to an Associated Party for resolution, when the issue is outside the scope of the Contractor's responsibility. The Associated Party may be a Defence organisation such as a network help desk, or another contractor such as the OEM.

Clause 6.2.5.2 defines the criteria for the resolution of a service request that involves a Failure. This is similar to the preceding clause but takes into account the Failure classifications and the potential for workaround solutions to resolve service requests even though the actual Failure may be resolved separately (eg, via a Software change in the longer term).

Clause 6.2.5.3 confirms that if the responsibility for resolving, or implementing the solution to, the service request lies with the Contractor then escalation to another part of the Contractor's organisation (including subcontractors) or Associated Party does not mean that the service request is resolved or closed (but the Contractor, in accordance with clause 6.2.6, will not be responsible for the time taken for an Associated Party to resolve the service request).

Clauses 6.2.5.4 to 6.2.5.6 describe the Commonwealth's ability to review and re-open any service request that was given a status of 'resolved' or 'closed' but the Commonwealth determines that the issue was not satisfactorily resolved.

Related Clauses/Documents:

DSD-MNT-SA, ICT Systems Administration.

Attachment P, Performance Assessment, if the resolution of service requests will be assessed using a KPI.

Optional Clauses: None

6.2.6 Service Request Resolution Times

Status: Optional

Purpose: To define the resolution times applicable to help desk service requests.

Policy: TBD

Guidance: This clause states, in absolute terms, the time limits for service request resolution times and how the escalation of service requests is handled when calculating resolution times. If a KPI (defined in Attachment P) is used to measure Contractor performance with respect to service request responses and resolution, then these clauses may not be required. If the clauses are not required, then the heading should be retained and the clauses replaced with a single 'Not used'.

Drafters need to specify the service request resolution times in clause 6.2.6.2. These resolution times also need to be established in due consideration of the closure criteria defined in clause 6.2.6.

An OPM (specified in Attachment Q) could be used to monitor performance; however, such an approach would still generally require the service request resolution times to be specified using this clause (eg, where the OPM is the average of the service request resolution times).

Definition of resolution times, in absolute terms, will not suit all contracts and percentage completion rates may be preferred for service requests that do not involve a Failure / incident (eg, 90% complete within two hours and 100% complete within eight hours). This approach can discourage help desk staff from escalating service requests to 'buy time', but it requires reliable data to specify effectively. Drafters of contracts using this approach (ie, percentages) would replace clauses 6.2.6.2a and b accordingly.

If some or all service requests will be escalated to the Commonwealth organisation or an Associated Party, then drafters should retain clause 6.2.6.3 to appropriately define the effect on the calculation of service request resolution times. If all escalations from the help desk will be managed internally by the Contractor, then this clause can be deleted.

In all cases when this clause is used, drafters must check overall consistency for help desk Services, particularly in relation to the times for Failure-related service request resolution times in Table 1 under clause 6.2.4.

Drafters need to specify the service request resolution times in clause 6.2.6.2. These resolution times also need to be established in due consideration of the closure criteria defined in clause 6.2.7.

Related Clauses/Documents:

Clause 6.2.1, for help desk contact methods and operating hours.

Clause 6.2.4, for consistency with Failure-related resolution times.

Clause 6.2.7, Service Request Closure.

DSD-ENG-SW, DSD-MNT-SA, DSD-MNT-SERV and DSD-ENG-SERV, where applicable to the escalation of service requests.

Optional Clauses: None

6.2.7 Service Request Closure

Status: Optional

Purpose: To define the requirements / conditions for the closure of service requests.

Policy: TBD

Guidance: This clause states the requirements to be met for a help desk service request to be closed and includes the requirement for the Contractor to seek feedback from the Help Desk Users to ascertain whether or not they are satisfied with the support provided through the help desk.

Where this feedback indicates that the user is unhappy with the Service, the Contractor is required to advise the Commonwealth Representative and to take the necessary steps to remedy the situation. If the feedback is sufficiently poor, the Commonwealth Representative can request the Contractor to raise a Remediation Plan in accordance with clause 6.12 of the Conditions of Contract (COC).

This clause also acknowledges that, in some cases, Help Desk Users may not respond to the help desk when seeking to close a service request. In these cases, and after reasonable effort has been made, the Contractor can seek the agreement of the Commonwealth Representative to close the service request.

Drafters are required to insert the applicable percentage of service requests for which the Contractor must seek feedback. Typically, this would only be a sample of all service requests as a method of Validating the quality of the Services received.

Drafter should note that user feedback is generally not suitable for use in KPIs due to the subjective and inconsistent nature of individual user assessments.

For some Contracts, it may be necessary to define additional criteria for closing service requests. For example, a help desk may provide support to Defence units that are performing equipment Maintenance (eg, a technical support desk). For these types of situations, Failures are the most common reason for help desk service requests; however, resolution of a Failure is often outside of the Contractor's control. Instead of the help desk service request being closed when the equipment has been fixed, the service request may be considered completed after the originator has received advice regarding, for example, how to handle the Failure (subject to no follow-up request) or after an applicable spare parts order has been placed. Where additional criteria are required to fully define when service requests can be closed, clause 6.2.7 should be amended accordingly.

Related Clauses/Documents:

COC clause 6.12, for Remediation Plans.

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-OPS-HLPDSK-V5.2**

2. **TITLE: HELP DESK SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD describes the help desk Services to be provided by the Contractor to assist operators and maintainers of the Products for which this support is required, as identified in this DSD.

3.2 The Commonwealth uses this DSD to define the range and scope of work related to help desk Services required under the Contract.

3.3 The Contractor uses this DSD to identify the work requirements and Commonwealth interfaces associated with the help desk Services required under the Contract.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

Note to drafters: Amend the following clause to suit the scope of the Services.

4.2 This DSD shall be undertaken in conjunction with DSD-MNT-MGT and DSD-MNT-SERV for the management and conduct of hardware Maintenance.

4.3 This DSD shall be undertaken in conjunction with DSD-MNT-SA for system administration Services.

4.4 This DSD shall be undertaken in conjunction with DSD-ENG-SW to effect Software change, including corrections, enhancement and adaptations.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to help desk support). Do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

AS ISO/IEC 20000-1 – Information Technology – Service Management – Part 1:
2018 Service management system requirements

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Select from the following options, depending upon whether or not the Products requiring help desk Services will be identified in SOW Annex A. Refer to the guidance for further information.

Option A: For when the systems and equipment for which help desk Services will be required will be identified in SOW Annex A.

6.1.1.1 The Contractor shall provide help desk Services, as described in this DSD, for the Products listed in Annex A to the SOW for which these Services are annotated as required.

Option B: For when the systems and equipment for which help desk Services are required will be identified in this DSD.

6.1.1.2 The Contractor shall provide help desk Services, as described in this DSD, for the [...INSERT NAME OF SYSTEMS / EQUIPMENT...].

6.2 Services

6.2.1 General Requirements for Help Desk Services

Note to drafters: Amend the following clause to identify the numbers and types of personnel requiring help desk Services. The aim here is to ensure that the tenderers and the Contractor understand the scope of work associated with these Services. Refer to the guidance (above) for additional information.

6.2.1.1 The Contractor shall provide help desk Services to the following personnel (referred to hereafter as 'Help Desk Users'):

- a. [...INSERT NUMBER...] of Commonwealth operators;
- b. [...INSERT NUMBER...] of Commonwealth support personnel (eg, maintainers); and
- c. [...INSERT NUMBER...] of third party users.

Note to drafters: Amend the following clause to suit the specific requirements of the Contract, noting that the level of effort required will be used to estimate a Recurring Service Fee. The clause may also need to be modified if the number of service requests is likely to change during periods of Surge (eg, subject to clause 6.2.1.8).

6.2.1.2 The expected number of service requests to be received by the Contractor is:

- a. no more than one service request per Help Desk User per month for the first year after OD; and
- b. no more than one service request per Help Desk User per quarter for the second and subsequent years after OD through to the end of the Term.

Note to drafters: Amend the following clauses for the range of help desk Services required.

6.2.1.3 The Contractor's help desk shall provide the following range of Services in relation to the Products identified at clause 6.1.1:

- a. provision of advice and direction to Help Desk Users on matters relating to:
 - (i) the function and performance of the systems and equipment, including firmware and Software;
 - (ii) issues, problems and incidents with respect to the operation of the identified Products;
 - (iii) Maintenance procedures being employed by Help Desk Users;
 - (iv) availability of, and delivery lead-times for, RIs and Non-RIs; and

- (v) coordinating, and assisting with, Commonwealth requests for vendor and/or third party support;

Note to drafters: Amend the following subclauses for the scope of the required knowledge base. If a knowledge base is not required, then delete the subclause.

- b. development and maintenance of a knowledge base that enables Help Desk Users to access self-help resources and assists help desk operators to apply work-around solutions that address known problems;
- c. coordination of Maintenance Services provided to Help Desk User locations, as requested by the Commonwealth;
- d. provision of advice and status information to Help Desk Users in relation to Maintenance administration, including such aspects as:
 - (i) warranty; and
 - (ii) spares and repair parts analysis, predictions and monitoring;
- e. provision of advice and direction to Help Desk Users in relation to user administration (eg, account management and password resets); and
- f. referral of service requests, which are unable to be resolved by the help desk, to other functional areas within the Contractor's organisation, Associated Parties or the Commonwealth, as applicable, for further action.

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause should be modified to ensure that only those applicable portions are mandated on the Contractor. Also, select the applicable plan, depending upon the governing plan for Operating Support Services, as defined in the body of the SOW. If there are no applicable documents, then the following clause should be deleted.

- 6.2.1.4 The Contractor shall provide help desk Services in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'OSP' OR 'SSMP'...].
- 6.2.1.5 The Contractor shall provide a free-call phone number, e-mail address, and self-service portal for use by the Help Desk Users to correspond with the Contractor's help desk.
- 6.2.1.6 The Contractor help desk Services shall be provided between [...INSERT TIME...] and [...INSERT TIME...], Eastern Standard Time / Eastern Summer Time, as applicable ('standard hours').

Note to drafters: The Contractor will determine help desk resources for different times of the day. Additional clauses for outside of standard hours of operation are only necessary if the scope of the required Services changes. Option A provides an example for a reduced level of Services. Option B allows for the full scope of Services outside of standard hours, during periods of Surge. Either or both options may be selected and tailored or deleted.

Option A: For when help desk Services will be provided outside of standard 'office' hours, at a reduced level of service.

- 6.2.1.7 The Contractor shall provide help desk Services outside of the standard hours for responding to and resolving service requests classified as class 1 in accordance with Table 1. These help desk Services shall be accessible by the free-call phone number provided in accordance with clause 6.2.1.5.

Option B: For when help desk Services will change during periods of Surge. Select Task Priced Services if a price can be identified in advance (eg, for additional help desk Services per week or month) or S&Q Services if the additional effort cannot be priced in advance.

- 6.2.1.8 During periods of Surge, the Contractor shall provide additional capacity for help desk Services outside of the standard hours defined in clause 6.2.1.6 as [...INSERT 'Task Priced Services' OR 'S&Q Services'...].
- 6.2.1.9 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's help desk knowledge base for the duration of the Contract.

6.2.2 Service Request Logging

Note to drafters: Edit the following clause to suit the specific requirements of the Contract.

- 6.2.2.1** The Contractor shall maintain a record, in a help desk service management system, of each service request, including:
- a. a unique reference number;
 - b. service request categorisation (eg, by Configuration Item or by function);
 - c. date and time when the service request was made;
 - d. name and/or other identification, department, phone, and location of the person and/or group making the request;
 - e. method of notification (eg, telephone, automatic, e-mail, or in person);
 - f. contact details (eg, name, department, phone, and location) of the user, where the user is different to the person and/or group making the request;
 - g. call-back method (eg, telephone or e-mail);
 - h. description of the service required or the symptoms being experienced by the Help Desk User, as applicable;
 - i. related Software and/or hardware Configuration Item(s);
 - j. where the service request indicates the presence of a Failure:
 - (i) the Failure class (determined in accordance with clause 6.2.4); and
 - (ii) known problem(s), error(s), and workaround(s) related to the Failure;
 - k. where the service request is not related to a Failure (eg, to modify ICT user accounts or to relocate ICT equipment), details of the:
 - (i) urgency (ie, how quickly a resolution is needed), including any requested resolution timeframe;
 - (ii) impact on the Help Desk User(s); and
 - (iii) prioritisation (eg, based on urgency and impact);
 - l. support group and/or person to which the service request is allocated;
 - m. where a service request has been escalated to an Associated Party (in accordance with clause 6.2.3), details of the referral;
 - n. a summary of the activities undertaken in response to the service request including actions taken to resolve a Failure (when applicable);
 - o. service request status (eg, active, pending, escalated, resolved or closed);
 - p. service request resolution date and time;
 - q. service request closure category; and
 - r. service request closure date and time.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence service request logging system. If a Contractor will be provided access, select clause A-1 and update

the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

Training in Defence information systems is addressed in clause 3.16.1 of the SOW.

Option A: For when the Contractor will be provided with on-line access to a Defence service management system for logging service requests. The name of the system must be inserted into the applicable clauses below as well as the title of any governing plan or procedure(s) that describes how to use the system.

6.2.2.2 The Commonwealth shall provide the Contractor with on-line access to the [...INSERT NAME OF SYSTEM / SOFTWARE...], for the purposes of undertaking clause 6.2.2.1.

6.2.2.3 Without limiting clause 11.10 of the COC, the Contractor shall use the [...INSERT NAME OF SYSTEM / SOFTWARE...] in accordance with [...INSERT NAME OF SYSTEM / SOFTWARE MANAGEMENT PLAN / PROCEDURES...].

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence service management system used for logging service requests.

6.2.2.4 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM / SOFTWARE...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence service management system for logging service requests.

6.2.2.5 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence system for logging service requests and the Contractor is required to implement a system.

6.2.2.6 The Contractor shall implement a service management system for logging service requests, managing Failures reported by Help Desk Users, and recording the actions taken to meet the requirements of clause 6.2.2.1.

6.2.2.7 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's service management system for the duration of the Contract.

6.2.2.8 The Contractor shall maintain detailed records of all service requests and resolution activities conducted. Such help desk records are to be archived by the Contractor in accordance with the processes and timeframes specified in the Approved [...INSERT 'OSP' OR 'SSMP'...].

6.2.2.9 The Contractor acknowledges and agrees that access to its archived help desk records may be required by the Commonwealth for auditing and investigation purposes.

6.2.2.10 When requested by the Commonwealth Representative, the Contractor shall pass all help desk records to the Commonwealth within five Working Days of the request (or other timeframe agreed between both parties).

6.2.3 Service Request Assignment

6.2.3.1 The Contractor shall promptly investigate and perform diagnosis in order to understand the nature of each service request and to determine an appropriate response.

6.2.3.2 The Contractor shall not delay corrective action or the provision of a workaround solution, wherever practicable, due to the need for investigation and diagnosis.

Note to drafters: Select from Option A or B below, depending upon the arrangements in place for resolving service requests that are beyond the capability of the help desk to resolve. In some

cases, both options may be applicable and drafters should refer to the guidance for addressing this situation.

Option A: For when a service request will be escalated within the Contractor's organisation.

6.2.3.3 The Contractor shall escalate a service request to the most appropriate support group within the Contractor's organisation as soon as it becomes clear that the help desk is unable to resolve the service request itself.

Option B: For when a service request will either be escalated to the Commonwealth Representative (eg, when resolution will be organised by the Commonwealth Representative using an Associated Party) or when coordination will be required with an Associated Party (eg, under separate contractual arrangements with the Commonwealth).

6.2.3.4 The Contractor shall escalate a service request to an Associated Party nominated by the Commonwealth Representative as soon as it becomes clear that the help desk is unable to resolve the service request itself.

6.2.3.5 For any service request escalated to an Associated Party, the Contractor shall promptly provide any supporting information reasonably required by the Associated Party to enable the service request to be actioned and resolved. The Contractor acknowledges that any such information required by the Associated Party may require the help desk to seek additional information from the Help Desk User who initiated the service request.

6.2.3.6 The Contractor shall track the progress of each service request, including for any service request that has been escalated, and keep the initiator of the request informed of escalations and progress until the service request is closed by the help desk in accordance with clause 6.2.6. Ownership of all service requests remains with the help desk until the requests are closed.

6.2.3.7 The Contractor shall ensure that each service request record is maintained with current information, and a full history of the actions taken, in order to:

- a. facilitate resolution of the service request by the party assigned to do so;
- b. enable the help desk to provide up-to-date feedback to the Help Desk User who initiated the service request; and
- c. facilitate future trend analyses of issues, problems and incidents.

Option: For when the Contractor also has responsibility for the provision of system administration Services.

6.2.3.8 Where a service request indicates the need for ICT system administration Services, the Contractor shall process the request in accordance with the requirements of DSD-MNT-SA.

Option: For when the Contractor also has responsibility for the provision of Software support Services.

6.2.3.9 Where a service request indicates the need for the Software to be changed, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW.

Option: For when the Contractor also has responsibility for the provision of general Engineering Services.

6.2.3.10 Where a service request indicates the need for Engineering Services (eg, to undertake an engineering investigation), the Contractor shall process the request in accordance with the requirements of DSD-ENG-SERV.

Option: For when the Contractor also has responsibility for the provision of Maintenance Services for associated hardware Products.

6.2.3.11 Where a service request indicates the need for Maintenance Services, the Contractor shall process the request in accordance with the requirements of DSD-MNT-MGT and DSD-MNT-SERV.

6.2.4 Failure Classification

6.2.4.1 Where a service request indicates the presence of a Failure, the Contractor shall classify the Failure in accordance with Table 1.

6.2.4.2 The Contractor shall ensure that each Failure is fully documented in the help desk service management system to enable:

- a. independent analysis by the Commonwealth, or a third party appointed by the Commonwealth, of the types and frequencies of Failures; and
- b. Failure trends to be established for future use in optimising support arrangements.

6.2.4.3 The Commonwealth Representative may, in consultation with the Contractor, review and amend the classification of a Failure. In the event of a disagreement between the parties regarding Failure classification, the Commonwealth Representative's classification shall be final and binding on the parties.

Note to drafters: Table 1 is used as the basis of assigning program-specific resolution times (or KPIs may be defined in Attachment P) when service requests result from Failures, and needs to be tailored to suit program-specific requirements. For example, in some systems, one Working Day to resolve a service request for a Class 1 Failure will not be acceptable. The service request may be resolved by correcting the Failure or escalation. If the Contractor is not responsible for resolving Failures under the Contract (ie, through DSD-MNT-SA and/or DSD-ENG-SW), then resolution will depend on escalation (referral to an Associated Party). If there is more than one priority level for service requests (ie, depending on user rank or unit priority), a second column for higher priority resolution times may be added.

Table 1: Failure Classifications and Resolution Times

| Class | Applies if a Failure: | Service Request Resolution Time |
|--------------|---|---|
| 1 | <ol style="list-style-type: none"> a. prevents the accomplishment of a Mission Critical Capability and no work-around solution (Approved by the Commonwealth Representative) is known; or b. jeopardises data, database integrity or security for any Mission Critical Capabilities. | Within [... INSERT NUMBER ...] Working Day(s) |
| 2 | <ol style="list-style-type: none"> a. adversely affects the accomplishment of a Mission Critical Capability but a work-around solution (Approved by the Commonwealth Representative) is known; or b. prevents the accomplishment of a Non Mission Critical Capability and no work-around solution (Approved by the Commonwealth Representative) is known. | Within [... INSERT NUMBER ...] Working Days |
| 3 | <ol style="list-style-type: none"> a. adversely affects the accomplishment of a Non Mission Critical Capability, but a work-around solution is known. | Within [... INSERT NUMBER ...] Working Days |
| 4 | <ol style="list-style-type: none"> a. results in user/operator inconvenience or annoyance but does not adversely affect a Mission Critical Capability or a Non Mission Critical Capability; or b. results in any other effect. | As part of a designated change |

6.2.5 Service Request Resolution

Note to drafters: The following clauses anticipate that service requests may be escalated to an Associated Party. When this is not the case the following clauses will need to be revised. See guidance for further information.

6.2.5.1 For a service request that is not related to a Failure, the Contractor shall only record the service request as being resolved (but not closed):

- a. once the actions undertaken are confirmed as having resolved the service request (eg, by user confirmation or test); or
- b. when the service request has been escalated to an Associated Party, and the Associated Party has accepted responsibility for the service request and for implementing a solution.

6.2.5.2 For a service request that is related to a Failure, the Contractor shall only record the service request as being resolved (but not closed);

- a. for a new class 1 or class 2 Failure, once the Commonwealth Representative has Approved the implemented solution or work-around;
- b. for the recurrence of a previously resolved class 1 or class 2 Failure, when a previously Approved solution or work-around has been implemented;
- c. for a class 3 or class 4 Failure, once a solution to the Failure or a work-around has been implemented and confirmed as having restored the applicable functionality; or
- d. when the service request has been escalated to an Associated Party, and the Associated Party has accepted responsibility for the service request and for implementing a solution.

6.2.5.3 A service request that is escalated to:

- a. another part of the Contractor's organisation (including to Subcontractors); or
- b. an Associated Party, where implementation of a solution is likely to require action by the Contractor;

shall remain open until the requirements of either clause 6.2.5.1 or clause 6.2.5.2 have been met.

6.2.5.4 Within 10 Working Days of closing a service request, the Commonwealth Representative may review the solution, including any work-around solution, and if considered necessary reject the solution and notify the Contractor, in writing, of that rejection.

6.2.5.5 Where the solution to a service request is rejected under clause 6.2.5.4, the service request shall be reopened from the time that the Contractor receives the notice rejecting the solution, and shall remain open until a revised solution is Approved and implemented.

6.2.5.6 Where a Help Desk User disagrees with the closure of a service request under clause 6.2.7.2 because the issue, or a symptom of that issue, remains unresolved, the service request shall be reopened from the time the Contractor contacted the Help Desk User to close the service request, and shall remain open until a revised solution is implemented.

6.2.6 Service Request Resolution Times

6.2.6.1 The Contractor shall measure resolution times, for service requests, commencing from the time of the Help Desk User's first contact with the help desk using a method identified in clause 6.2.1.5.

Note to drafters: The following clause should be amended to suit the requirements of the Contract. For example, if there are more than two priority levels then subclause a should be amended. If the resolution times are covered by a KPI, then the following clause may not be required and the clause can be deleted and replaced with 'Not used'.

6.2.6.2 The Contractor shall resolve all service requests within the following resolution times:

- a. for service requests that do not involve a Failure, less than or equal to:
 - (i) for high priority service requests: [... INSERT NUMBER ...] [... INSERT 'minutes' OR 'hours'...];

(ii) for routine priority service requests: [... INSERT NUMBER ...] hours; and

b. for service requests that do involve a Failure, in accordance with the service request resolution times specified in Table 1.

6.2.6.3 For clarity, the time taken by an Associated Party to evaluate a service request, from the time that the Associated Party accepts responsibility for the service request until responding to the Contractor with a resolution, shall not be included in the resolution time for the purposes of Table 1.

6.2.6.4 For clarity, the time taken by the Commonwealth Representative to Approve or reject a solution to a Failure, in accordance with clause 6.2.5, shall not be included in the resolution time for the purposes of Table 1.

6.2.6.5 The service request resolution times specified in this clause 6.2.6 only elapse during the operating hours of the help desk, as defined under clause 6.2.1.

6.2.7 Service Request Closure

Note to drafters: If all service requests will be escalated within the Contractor's organisation the following clause should not be required and may be deleted.

6.2.7.1 Where a service request has been escalated to an Associated Party, the Contractor shall only close the service request once the Associated Party has advised that the service request has been resolved, or as otherwise agreed by the Commonwealth Representative.

6.2.7.2 Where a service request has not been escalated, the Contractor shall, prior to closing the service request:

- a. confirm that the originator of the service request is satisfied with the resolution that has been implemented and agrees that the service request can be closed; or
- b. after three attempts over three days to contact the originator of the service request, without result, seek agreement from the Commonwealth Representative to close the service request.

6.2.7.3 Prior to closing a service request, the Contractor shall confirm that the service request log is correct, complete and that a full historic record has been captured, including any information from an Associated Party involved with the resolution of the service request.

6.2.7.4 The Contractor shall determine (in conjunction with Associated Parties, where applicable) if it is likely that the incident causing the service request could recur and whether preventive action is necessary to reduce the occurrence of similar requests in the future.

6.2.7.5 The Contractor may automatically close service requests of specific categorisations within a pre-defined period subject to:

- a. prior agreement with the Commonwealth Representative; and
- b. this decision being widely publicised so that all Help Desk Users are aware of it.

6.2.7.6 The Contractor shall carry out a user-satisfaction survey, via e-mail or on-line survey, for [... INSERT PERCENTAGE ...] of service requests and include the results of the surveys with the applicable service request logs.

Note to drafters: Depending upon the significance placed on user feedback surveys, it may be more appropriate to include reporting of this feedback in the CSSR. If this approach is adopted, the DID for the CSSR should be amended and the following clause should be amended to refer to the reporting within the CSSR.

6.2.7.7 When requested by the Commonwealth Representative, the Contractor shall provide copies of the user-satisfaction surveys to the Commonwealth Representative in the format requested and within five Working Days (or other timeframe agreed between both parties) of the request.

6.2.7.8 Where user-satisfaction surveys indicate that the Help Desk Users are not satisfied with any aspect of the help desk Services, the Contractor shall promptly advise the Commonwealth Representative and shall take the necessary steps to remedy the situation. If considered necessary by the Commonwealth Representative, the Commonwealth

Representative may require the Contractor to submit a Remediation Plan in accordance with clause 6.12 of the COC, in order to address the situation.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-OPS-TEMPLATE

(DSD TITLE)

| | |
|-----------------------------------|--|
| <u>Status:</u> | Template |
| <u>Purpose:</u> | To provide a framework from which drafters can develop DSDs to define Operating Support Service requirements. |
| <u>Policy:</u> | Nil. |
| <u>Guidance:</u> | <p>This DSD is an outline only; substantial development is required to identify specific Operating Support requirements.</p> <p>Drafters should refer to the Tailoring Guide addressing SOW clause 4 for an explanation of what Operating Support entails. Also refer to <i>the ASDEFCON (Strategic Materiel)</i> philosophy on Support System Constituent Capabilities for an explanation of 'Operating Support'.</p> <p>In many instances, Contractor-provided Operating Support will be described by the duty statements of the individuals, or groups of Contractor staff, undertaking the provision of those Services. This DSD template is intended as a 'blank' on which drafters are to develop or insert a description, possibly structured around duty statements, for the particular Operating Support Services required.</p> |
| <u>Related Clauses/Documents:</u> | Draft SOW clause 4, Operating Support |
| <u>Optional Clauses:</u> | None |

DETAILED SERVICE DESCRIPTION

Note to drafters: Update the DSD number using the document property 'title' and refresh the field below. Use 'V' from the ASDEFCON Styles Toolbar to update the version number.

1. **DSD NUMBER:** DSD-OPS-TEMPLATE-V5.2

2. **TITLE:** [...INSERT NAME OF DSD...]

3. **DESCRIPTION AND INTENDED USE**

Note to drafters: Expand the following clause to outline the nature of the Operating Support Services included within the scope of this DSD.

3.1 This DSD defines the requirements for the provision of Operating Support Services to enable the Commonwealth to achieve [...INSERT APPLICABLE OBJECTIVE(S)...].

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with the Operating Support Services described by the Operating Support requirements of the SOW and related DSDs.

5. **APPLICABLE DOCUMENTS**

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Operating Support Services). Do not include reference to Defence policy (eg, DI(G) OPS), unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

5.1 The following documents form a part of this DSD to the extent specified herein:

| Reference Number | Title |
|------------------|---|
| | [...INSERT REFERENCES TO OPERATING MANUALS, DUTY STATEMENTS, ETC, AS REQUIRED...] |

6. **SERVICE DESCRIPTION**

6.1 **Introduction**

6.1.1 **Scope of DSD**

6.1.1.1 The Contractor shall provide Operating Support Services, as described in this DSD, for the following Products listed at Annex A to the SOW:

- a. [...INSERT NAME OF MISSION SYSTEM REQUIRING OPERATING SUPPORT SERVICES...];
- b. [...INSERT NAME OF OTHER PRODUCT REQUIRING OPERATING SUPPORT SERVICES...]; and
- c. [...INSERT NAME OF OTHER PRODUCT REQUIRING OPERATING SUPPORT SERVICES...].

6.2 **Services**

6.2.1 **General**

6.2.1.1 The Contractor shall provide Operating Support Services to ensure that the Contract Performance Measures are satisfied.

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.2 The Contractor shall provide Operating Support Services in accordance with:

- a. the applicable documents listed in clause 5 of this DSD; and
- b. the operating manuals for the Products specified at clause 6.1.1.1 of this DSD.

6.2.1.3 The Contractor shall maintain a schedule of known Operating Support activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.2 Description of Services

6.2.2.1 The Contractor shall provide Operating Support Services to the [...INSERT NAME OF MISSION SYSTEM...] located at [...INSERT LOCATION(S)...].

6.2.2.2 The Contractor Services shall be provided [...FROM [TBD] TO [TBD] HOURS, OR X HOURS PER YEAR, OR...].

6.2.2.3 The Contractor shall provide [...INSERT DESCRIPTION OF SERVICES...].

6.2.3 Workforce Requirements

Note to drafters: Drafters should only include this clause if the Commonwealth wishes to mandate particular personnel requirements on the Contractor. If so, drafters are to develop the following clauses according to the range of the Services required from each position, or team of Contractor personnel, providing a particular Service. This clause will most likely resemble a collection of duty statements. If duty statements exist, these paragraphs may refer to them, provided that the duty statements are included in the RFT package.

Note to tenderers: Tenderers may propose workforce options. All workforce options are to be provided with sufficient detail for the Commonwealth to fully analyse the proposal. The details are to include qualifications, experience, competencies, etc.

6.2.3.1 [...INSERT TITLE OF POSITION...] [...INSERT TITLE OF POSITION...] is responsible for:

- a. ;
- b. ; and
- c. , and

is required to have the following skills and experience:

- d. ;
- e. ; and
- f. .

6.2.3.2 [...INSERT TITLE OF POSITION...] [...INSERT TITLE OF POSITION...] is responsible for:

- a. ;
- b. ; and
- c. , and

is required to have the following skills and experience:

- d. ;
- e. ; and
- f. .

6.2.4 Management Requirements

Note to drafters: Develop appropriate clauses for management issues.

Note to tenderers: Tenderers may propose management options. All management options are to be provided with sufficient detail for the Commonwealth to fully analyse the proposal. The details are to include qualifications, experience, competencies, etc.

6.2.4.1 [...INSERT MANAGEMENT AND REPORTING REQUIREMENTS PARTICULAR TO THE MANAGEMENT OF THE ABOVE POSITIONS...].

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-MILIS

(MILITARY INTEGRATED LOGISTICS INFORMATION SYSTEM USE)

| | |
|------------------------------------|---|
| <u>Status:</u> | <p>Optional</p> <p>This DSD is for use in Contracts where the Contractor is required to use Defence information systems to manage Stock Items, as part of the Supply Services.</p> <p>The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and stock control functions that have been performed using the MILIS being scheduled for replacement by the 'Supply Chain Management' functions within ERP. For further information, refer to the Defence ERP Program websites.</p> <p>Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.</p> <p>Depending on the implementation schedule of Defence ERP System functions, and an individual tender, some or all of this DSD may need to be updated before tender release, during negotiations, and/or under any resultant Contract. Changes will be required in clauses that reference MILIS, manuals (that replace the ESCM), and the number and title of the DSD (and the corresponding CSRL entry and SOW Clause 7.3). Note that a number of functions, which can be performed using the MILIS, are described in other DSDs, such as Requirements Determination under DSD-SUP-SERV and Cataloguing in DSD-SUP-SACC, and these will need to be co-ordinated. There may also be changes required to the lists of GFE, GFD/GFI, and GFS in Attachment E that provide access to Defence information systems.</p> |
| <u>Policy:</u> | <p>DEFLOGMAN Part 3 (ESCM) Volume 2 Section 3 Chapter 1 Annex A, <i>MILIS Ellipse Security and Access</i></p> <p>FINMAN2 (Financial Delegations Manual), Schedule 21A, Delegation to prescribe certain persons as officials of the Department of Defence</p> |
| <u>Guidance:</u> | <p>This DSD addresses those Supply Services for which the Contractor is required to use a Defence inventory management system.</p> <p>The DSD addresses the provision of Contractor access to the MILIS. Under the MILIS business processes, access is provided through the Defence Protected Environment (DPE), with this access further managed through profiles relating to the job / task functions (eg, Maintenance and Supply are separate job functions). Access is only provided to personnel with appropriate security clearances and demonstrated proficiency; hence, there is a link between this DSD and SOW clause 3.16, Training In Defence Information Systems.</p> <p>The drafter should read the general guidance given in DSD-SUP-SERV as it applies to MILIS use.</p> |
| <u>Related Clauses/ Documents:</u> | <p>DID-SUP-CSSP</p> <p>DSD-SUP-SERV</p> <p>Draft SOW clause 3.16, Mandated Defence Information Systems</p> |
| <u>Optional Clauses:</u> | None |
| 6.2.1 | General |
| <u>Status:</u> | Core |
| <u>Policy:</u> | DEFLOGMAN Part 3 (ESCM) Volume 2 Section 3 Chapter 1 Annex A, <i>MILIS Ellipse Security and Access</i> |

Guidance: As an introduction, this clause identifies that the use of MILIS is to be in accordance with the applicable documents, namely the ESCM, and that access to MILIS must be approved through the Commonwealth approval process.

Where other Applicable Documents, in addition to the ESCM, are to be referenced, these should be added to clause 5 and listed under clause 6.2.1 with the sections applicable to the required Supply Support Services identified.

Contractors are required to prepare and submit a form *AC847 – Application for Contractor Access to MILIS* for each staff member requiring access to MILIS. Form AC847 is available as a 'WebForm' on the DPE, or from Defence Publishing Service's *WebForms on CD*. Refer to the ESCM regarding applications to allow non-Commonwealth employees to have access to MILIS. Contractor and Approved Subcontractor staff will require access to the DPE as a prerequisite to MILIS access.

If MILIS access is required for managing and recording Maintenance activities, under DSD-MNT-MGT, then this same application for MILIS applies.

Related Clauses/ Documents:

DID-SUP-CSSP

DSD-SUP-SERV

DSD-MNT-MGT

Optional Clauses: None

6.2.2 Contractor Use of MILIS

Status: Core

Policy: FINMAN2 (Financial Delegations Manual), Schedule 21A, *Delegation to prescribe certain persons as officials of the Department of Defence*

Guidance: Clause 6.2.2 identifies the Supply Support Services for which the Contractor is to use MILIS, and key requirements for that use. This clause should only identify Supply Support Services; if Maintenance Services also require the use of MILIS then this should be covered in the Maintenance DSDs, in particular DSD-MNT-MGT clause 6.2.2, Maintenance Management System.

MILIS access can be provided with read-only access, which may be sufficient for visibility of stock levels. Other functions such as placing Demands (eg, for common Stock Items) or the procurement of Stock Items (eg, to maintain authorised stock levels of consumables) requires a financial delegation. In this case, FINMAN2 must be consulted. Drafters should also ensure that the appropriate management requirements are included as clauses within this DSD (noting that the FINMAN2 requires approval of this approach from a CASG SES Band 1 / O-7 (1 Star) Officer or above) – this requirement may be added to clause 6.2.1 after the clause for the general application for MILIS access. Additional clauses may also need to be inserted into the conditions of contract (eg, agency provisions). Note that MILIS functions that require the user to have financial delegations will require that the applicable Contractor staff undertake training in procurement competencies (not specific to MILIS). The use of MILIS itself requires specific training - Training in Defence Information Systems is addressed by clause 3.16 of the SOW.

Drafters may amend the timings in clauses 6.2.2.2 and 6.2.2.3 to support the required level of visibility for Contractor held Commonwealth-owned stock.

Clause 6.2.2.4 allows the Contractor to use MILIS for particular functions, such as Requirements Determination in support of DSD-SUP-SERV clause 6.2.2, but that this does not relieve the Contractor from any responsibility to provide a level of Service as measured using Performance Measures, such as KPIs (eg, incorrect Requirements Determination may result in stock-outs). Drafters should amend this list as required. If the Contractor will not be responsible for Requirements Determination (an optional clause in DSD-SUP-SERV), then the example should be deleted.

Drafters should consider whether the Contractor will undertake the entry and maintenance of MILIS Global Catalogue Data directly within MILIS or whether this function will be performed by the Designated Logistics Manager's personnel within the SPO/project. If the Contractors will be responsible for managing MILIS Global Catalogue Data directly within MILIS drafters should consult with the Materiel Logistics Office (MLO), for guidance on the use of this DSD.

Clause 6.2.2.5 requires the Contractor to report periods when MILIS is not available for use (eg, system or network outages). This is particularly important in regards to analysing any failures to meet delivery times or to achieve the required performance level for a KPI.

Related Clauses/ Documents:

DSD-SUP-SERV

Draft SOW clause 3.11.6, Assurance and Stocktaking of Contractor Managed Commonwealth Assets

Optional Clauses: None

6.2.3 Government Furnished Equipment

Status: Core

Policy: Nil

Guidance: Clause 6.2.3 provides three options for the Contractor to be provided with access to MILIS, these include the provision of terminals (Option A), access via the Defence Remote Electronic Access Mobility Service (DREAMS) (Option B), and shared access to existing terminals at Commonwealth Premises (Option C).

Drafters may select one or more options, depending on the needs of the Contract. For example, the Contractor may be provided with terminals at a warehouse that is GFF (to be responsive to priority demands from Defence users) and remote access (via DREAMS) to account for items held off-site and under-going Maintenance. The selected options need to be tailored with additional details where indicated.

Caution must be used in this clause when GFM is to be provided, as any offer to provide GFM must be implemented on time (eg, before OD), or the Contractor may claim an act of prevention or performance relief. The drafter must ensure that equipment to be provided to the Contractor is included in Attachment E, and that the ability to provide timely access is addressed.

While Option B is shown as an alternative to Option A, it may be used as a temporary or fall-back option when there are delays in providing equipment for Option A. If this alternative approach is considered appropriate, drafters may include Option A and the replace the existing Option B, at clause 6.2.3.4, with the optional clause below.

Option C allows for shared access to MILIS terminal (eg, when in GFF). I should be deleted if not required, but in some instances more than one option (A, B and/or C) may apply to different locations and drafters should select options accordingly.

Related Clauses/ Documents:

Attachment E, GFM and GFS

Optional Clauses:

Note to drafters: Use the following clause as a replacement for clause 6.2.3.4 when DREAMS may be used as a back-up for Option A.

As an alternative to the provision of equipment and GFS identified in clause 6.2.3.2, the Commonwealth may provide the Contractor with tokens for the Defence Remote Electronic Access Mobility Service (DREAMS), as detailed in Attachment E, in order to access MILIS via remote logon.

DETAILED SERVICE DESCRIPTION

Note to drafters: The Defence ERP System will replace the functions performed by MILIS in a series of tranches. Refer to the guidance section for additional information.

The following note to tenderers is appropriate for tenders released before delivery of Tranche 1 of the Defence ERP System. Drafters may amend the following note to tenderers if relevant information is available regarding the rollout of Defence ERP System functionality.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and stock control functions the initial tranche including. References to the MILIS in this DSD should be considered as references to the Defence ERP System, used to perform the relevant functions.

Changes to the draft Contract, for the introduction of the Defence ERP System, may be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by the Effective Date, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

1. **DSD NUMBER: DSD-SUP-MILIS-V5.2**
2. **TITLE: MILITARY INTEGRATED LOGISTICS INFORMATION SYSTEM (MILIS) USE**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the use of the MILIS by the Contractor for the Supply Support management of the following types of Items, as applicable:
 - a. Commonwealth-owned Stock Items, including GFE; and
 - b. Commonwealth-owned Software, where the Software is managed as a Stock Item.
 - 3.2 This DSD is applicable where the Contractor is required to use MILIS to provide Supply Services, including:
 - a. receiving and processing Demands for Stock Items;
 - b. accounting for Stock Items;
 - c. tracking of Stock Items through the Defence Supply Chain and through the Contractor's supply network between Defence and the Contractor;
 - d. procurement of Stock Items;
 - e. issue and receipt of Stock Items;
 - f. entry and maintenance of the MILIS Global Catalogue Data; and
 - g. other Supply management activities.
 - 3.3 This DSD is not applicable for the Supply management of Contractor-owned Stock Items.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Services that involve the use of MILIS / Defence ERP System). Do not include reference to Defence policy unless the obligations

for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

ESCM DEFLOGMAN Part 3: *Electronic Supply Chain Manual*

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

- 6.1.1.1 The Contractor shall use MILIS, as described in this DSD, for the following types of Items:
- a. Commonwealth-owned Stock Items, including GFE; and
 - b. Commonwealth-owned Software, where the Software is managed as a Stock Item.

6.2 Services

6.2.1 General

Note to drafters: Drafters should edit the following clause to identify the specific sections of the ESCM that are applicable to the required Services. If other documents added to clause 5 are applicable, then the following clause would need to be expanded to list those documents and to ensure that only the applicable portion of each document is mandated on the Contractor.

Drafters may amend the following clauses if relevant information is available regarding the rollout of Defence ERP Systems and the availability of related procedural manuals.

- 6.2.1.1 The Contractor shall use MILIS in accordance with the following ESCM sections:

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

- 6.2.1.2 The Contractor shall, for each Contractor and Approved Subcontractor employee who is proposed for being provided with access to MILIS, prepare and submit to the Commonwealth Representative for Approval a form AC847, *Application for Contractor Access to MILIS*, in accordance with the ESCM Volume 2 Section 3 Chapter 1 Annex A.

- 6.2.1.3 The Commonwealth shall provide access to MILIS as described in this DSD.

6.2.2 Contractor Use of MILIS

Note to drafters: Drafters are to amend the subclause list below for the range of Supply Services to be managed through MILIS. MILIS can also be used to manage and record Maintenance Services, but if this circumstance exists these Maintenance Services should be specified through the Maintenance DSDs. The following clause should only address Supply Services.

If the use of MILIS by the Contractor involves exercising a financial delegation (eg, in order to place Demands for common Items), refer to the guidance in the first section of this DSD.

- 6.2.2.1 The Contractor shall use MILIS for the Items listed in clause 6.1.1.1 to provide the following Supply Services:

- a. receiving and processing Demands for Stock Items;
- b. accounting for Stock Items;
- c. tracking of Stock Items;
- d. procurement of Stock Items;
- e. issue and receipt of Stock Items;
- f. entry and maintenance of MILIS Global Catalogue Data; and
- g. [... DRAFTER TO INSERT OTHER ACTIVITIES AS APPLICABLE ...].

Note to drafters: The times in the following clauses may need to be adjusted to meet the specific requirements for the Contract. Drafters should note that the phrase, 'unless otherwise allowed

for in the Contract', provides flexibility for certain data, such as Codification Data, which may exceed the timeframes specified because of the associated requirements defined in the Contract.

- 6.2.2.2** Subject to clause 6.2.2.3 of this DSD and unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on MILIS for the Stock Items listed in clause 6.1.1.1 is never more than 24 hours out-of-date.

Note to drafters: If Surge is not applicable to the draft Contract, clause 6.2.2.3 should be replaced with 'Not used'.

- 6.2.2.3** During periods of Surge, the Contractor shall ensure that the information on MILIS for the Stock Items listed in clause 6.1.1.1 is never more than two hours out-of-date.

Note to drafters: The following clause helps to ensure that the mandated use of MILIS does not impact upon the Contractor's ability to meet Supply Support and other Contract Performance Measures (eg, demand satisfaction). Requirements Determination is listed below, but drafters may amend the following clause for other MILIS functions applicable to the Contract.

- 6.2.2.4** The Contractor may use MILIS to undertake the following Supply Services; however, the use of MILIS for these Services shall not relieve the Contractor from satisfying the Contract Performance Measures:

- a. Requirements Determination for RIs; and
- b. Requirements Determination for Non-RIs.

- 6.2.2.5** The Contractor shall inform the Commonwealth:

- a. if MILIS is not available for use,
- b. how long it was not available, and
- c. if known, the reason why it was not available.

6.2.3 Government Furnished Equipment and Services

Note to drafters: This clause includes reference to what the Commonwealth will provide to the Contractor to allow MILIS use. Select from the following optional clauses based on the access to MILIS to be provided; in some cases more than one option may be applicable. Drafters must ensure that Attachment E is updated to capture the GFM and GFS requirements.

- 6.2.3.1** The Commonwealth shall provide the Contractor with on-line access to MILIS, as GFE and GFS provided in accordance with Attachment E, for the purposes of undertaking the requirements of this DSD.

Option A: For when the Contractor will be provided with hardware and Software to access MILIS.

- 6.2.3.2** The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of MILIS, as detailed in Attachment E.

- 6.2.3.3** The Commonwealth shall be responsible for maintaining MILIS equipment [...INSERT THE LIST OF HARDWARE/SOFTWARE IN AN ANNEX TO THIS DSD OR REFER TO ATTACHEMENT E...] provided as GFE and GFS to the Contractor.

Note to drafters: While the following clause is an alternative to the Option A, it can be used in conjunction with Option A as a solution to any delays in providing GFE under Option A. If applicable, refer to the guidance (in section 1 of this DSD) for an alternative clause.

Option B: For when the Contractor will be provided with DREAMS tokens to access MILIS.

- 6.2.3.4** The Commonwealth shall provide the Contractor with tokens for the Defence Remote Electronic Access Mobility Service, as detailed in Attachment E, in order to access MILIS via remote logon.

Option C: For access to Commonwealth MILIS terminals located on Commonwealth property. Drafter to insert number of terminals to be available and conditions of use (eg, shared access).

- 6.2.3.5** The Commonwealth shall provide access to [...INSERT NUMBER...] of MILIS terminals at [...INSERT LOCATION/TIME DETAILS...].

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-PROC

(PROCUREMENT SERVICES)

- Status: Optional
- This DSD is for use in Contracts where the Contractor is required to procure items (identified in SOW Annex A) for use by Defence, as part of the Supply Services.
- The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with functions that have been performed using MILIS being replaced by 'Supply Chain Management' functions within ERP. For further information, refer to the Defence ERP Program websites.
- Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.**
- Purpose: Refer to 'Description and Intended Use', clause 3.
- Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*
- Guidance
- This DSD is for use when the Contract includes procurement Services that will not be implemented using the MILIS (or the Defence ERP System, Supply Chain Management functions). If all relevant Items will be procured through the MILIS to the Defence ERP System, the drafter should tailor DSD-SUP-MILIS (or replacement DSD) for those requirements.
- The majority of Items to be procured by the Contractor are expected to be Non-RIs, as the initial outfit of RIs would have been previously established through either a Contract (Acquisition) or previous support activities. Although different circumstances may lead to the procurement of Non-RIs, as opposed to RIs, the procurement process is the same. In both cases, the procurement specification and quantity will have been determined through another process, including through DSD-SUP-SACC or by the Commonwealth using similar means.
- The procurement of resources that are consumed internally by the Contractor during the provision of Services to the Commonwealth (eg, to undertake Maintenance Services) is the Contractor's own responsibility and is typically not included under this DSD (for clarity, this requirement is included under DSD-SUP-SERV). The DSD could be used, however, when the support agency wishes to retain control of total spares procurement, and to manage that procurement under a separate line item (eg, under a separate S&Q (purchase) Order for a Not-To-Exceed S&Q Service).
- The drafter should use this DSD when the Contractor is permitted to effect procurement outside of MILIS. In such circumstances, the Contractor may wish to use the Contractor Supply Management System or another system (ie, the Contractor's financial management system) – refer to DSD-SUP-SERV. The drafter should note that there may be circumstances where procurements will need to be achieved through both this DSD and DSD-SUP-MILIS for different Stock Items.
- Related Clauses/Documents:
- Draft SOW clause 7, Supply Support
 - DSD-MNT-MGT, Management of Maintenance Services
 - DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing
 - DSD-SUP-MILIS, Military Integrated Logistics Information Systems Use
 - DSD-SUP-SERV, Routine Supply Services
- Other Clauses: None

6.2.2 Purchase of Repairable Items

Status: Optional

Purpose: To provide an option for procuring additional RIs from, or through, the Contractor.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*

ESCM Volume 6 Section 2 Chapter 4, *OPUS – Requirements for Repairable Item Management Optimisation*

Guidance: The drafter may wish to include this optional clause to enable the Commonwealth to be able to seek the procurement of additional RIs from the Contractor. When the procurement of RIs from the Contractor is not required, all clauses under the heading can be deleted and replaced with a single 'Not used'.

The requirement to procure additional RIs can arise for a number of reasons, including due to:

- a. new RIs being introduced through an Engineering Change Proposal (ECP);
- b. an RI being assessed as either Beyond Economic Repair (BER) or Beyond Physical Repair (BPR) and a decision about replacement being required;
- c. a change to the operating environment or ROE;
- d. a change to failure rates for Mission System RIs (compared to baseline) or to the Support System characteristics (eg, change in RI turn-around times); and
- e. the procurement of new types of equipment (eg, new Training Equipment to enable a change in the Training philosophy) that will need support.

When additional RIs may be required some form of analysis should be performed, by either the Commonwealth or Contractor, to confirm the need for and size of the procurement, hence the optional clause to link to DSD-SUP-SACC for Stock Assessment to be performed by the Contractor. Tools such as OPUS10 and OmegaPS Analyzer are used to analyse the need to procure RIs based on reliability, maintenance concepts and the expected operating and support parameters for the RIs. They also allow assessments when changes in reliability can be forecast.

The option to procure additional RIs may not be possible in certain circumstances. For example, if the Mission System was procured via Foreign Military Sales (FMS) and is supported by a local contractor, then additional RIs may need to be acquired through further FMS purchases if the local contractor is not permitted to procure the Items.

Alternatively, if the Contractor does not have an appropriate agreement with the OEM or agent (who is different to the Contractor), then the Commonwealth may decide only to buy from the OEM and the optional clause would not be necessary.

The clause also includes the option for RIs to be purchased as an S&Q Service. An S&Q Order for this Service may be Approved with a Not-To-Exceed price and operate over an extended period of time, which enables RIs to be procured only when required, up to the Not-To-Exceed price in the S&Q Order.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing

Optional Clauses: None

6.2.3 Purchase of Non-Repairable Items

Status: Core

Purpose: To identify Contractor responsibility for the purchase of Non-RIs.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*

Guidance: Clause 6.2.3 provides the ability for the Commonwealth to manage the procurement of Non-RIs. Typically, this requirement will only be needed for Non-RIs that are not managed through MILIS or where the Commonwealth wishes to exercise greater control over the procurement of Non-RIs.

Similarly to the equivalent clause for RIs, clause 6.2.3 includes the option for Non-RIs to be purchased as an S&Q Service. An S&Q Order for this Service may be Approved with a Not-To-Exceed price and operate over an extended period, which enables Non-RIs to be procured only when required, up to the Not-To-Exceed price in the S&Q Order.

Clause 6.2.3.3 is intended to cater for the situation where some or all Non-RIs must be authorised for fit. This clause may require amendment or deletion depending on individual circumstances. The drafter may wish to modify this clause to refer directly to the references used in clause 6.2.4. The clause should not be used if clause 6.2.4 is not used.

Related Clauses/Documents:

Clause 6.2.4, Purchase of safety critical parts.

DSD-MNT-MGT, Authority to Fit clause.

Optional Clauses: None

6.2.4 Purchase of Safety Critical Parts

Status: Optional (Must be used for safety critical systems that are subject to specific ADF regulatory / assurance framework requirements for strict parts control (eg, all aerospace systems, submarines, etc)).

Purpose: To ensure that only parts that are identified in the authorised Item Identification List (IIL) or contained in the applicable technical manual / database, are procured for safety critical systems.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 12, *Supply Chain Management of Aeronautical Product*

Guidance: If the drafter determines that the system to be supported is subject to an ADF regulatory / assurance framework that requires strict Item and Configuration Control, where all Items must be authorised to be fitted to the system, then an optional clause from below should be transferred to clause 6.2.4 of the DSD.

The drafter should note that safety critical parts can be either RIs or Non-RIs.

For aerospace support, the first optional clause below is given as an example. The IIL will be an Illustrated Parts Catalogue, a listing in ADAASS, or the originating list in a LSAR. The drafter must insert an appropriate reference to the authorised IIL into the clause. If the SOW includes both Maintenance Support and Supply Support, the reference should be the same reference used in the 'Authority to Fit' clause of DSD-MNT-MGT.

The second optional clause below is a general, non-aerospace clause, provided as a draft to be amended and inserted into the DSD when required.

Related Clauses/Documents:

DSD-MNT-MGT, Authority to Fit clause

Optional Clauses: **Aerospace.**

The Contractor shall purchase parts that are identified Flight Safety Critical Aircraft Parts (FSCAP), in the respective Technical Maintenance Plans and maintenance manuals, from the OEM or an OEM-approved supplier, where those parts appear on the Item Identification List (IIL) in accordance with [...INSERT APPLICABLE REFERENCE TO IIL...].

General.

The Contractor shall only purchase parts identified as safety critical parts, in [...INSERT APPLICABLE REFERENCE...], from the OEM or an OEM-approved supplier, as identified in [...INSERT APPLICABLE REFERENCE...].

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-SUP-PROC-V5.2**

2. **TITLE: PROCUREMENT SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD describes the procurement Services that are to be performed by the Contractor on behalf of the Commonwealth. This DSD is applicable where the Contractor is required to procure Items that will be:

- a. delivered directly to the Commonwealth; or
- b. stored on behalf of the Commonwealth by the Contractor and ultimately delivered to the Commonwealth.

3.2 This DSD is applicable where the Contractor is required to provide procurement Services outside of MILIS.

3.3 This DSD is not applicable where the Contractor is required to provide procurement Services using MILIS.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the other associated DSDs, particularly DSD-SUP-SERV.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to procurement Services). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

| | |
|---------------|---|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| AAP 7004.007 | Australian Defence Aviation Authorised Spares System (ADAASS) |
| ANP 3411.0101 | Naval Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |

6. **SERVICE DESCRIPTION**

6.1 **Introduction**

6.1.1 **Scope of DSD**

Note to drafters: Amend the subclauses to the following clause where the Items can be more accurately grouped and referenced (eg, if identified within the tables in SOW Annex A).

6.1.1.1 The Contractor shall provide procurement Services, as described in this DSD, for the following types of Items, including those listed in Annex A to the SOW:

- a. RIs; and
- b. Non-RIs.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide procurement Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.1.2 The Contractor shall maintain a schedule of known procurement activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.3 The Contractor shall provide a copy of the Contractor's procurement schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Purchase of Repairable Items

Note to drafters: Include this clause if the Commonwealth wishes to have the option to procure Repairable Items (RIs) from the Contractor. If not required, replace the clauses with 'Not used'.

6.2.2.1 The Contractor shall effect procurement of those RIs that have been Approved for purchase by the Commonwealth Representative.

Option: Consider including this option when DSD-SUP-SACC is included in the draft Contract.

6.2.2.2 The parties acknowledge and agree that, for those RIs identified at Annex A to the SOW, the Commonwealth will only Approve procurement of additional RIs based on the outcomes of Stock Assessments performed in accordance with DSD-SUP-SACC.

Option: Include this option if the procurement of RIs will be undertaken as an S&Q Service.

6.2.2.3 The Contractor shall undertake the procurement of RIs under clause 6.2.2.1 as an S&Q Service.

6.2.2.4 The Commonwealth reserves the right to purchase RIs from sources other than the Contractor.

6.2.3 Purchase of Non-Repairable Items

6.2.3.1 The Contractor shall effect procurement of those Non-RIs which have been Approved for purchase by the Commonwealth Representative.

Option: Consider this option when DSD-SUP-SACC is included in the draft Contract.

6.2.3.2 The parties acknowledge and agree that, for those Non-RIs identified at Annex A to the SOW, the Commonwealth will only Approve procurement of additional quantities of Non-RIs based on the outcomes of Stock Assessments performed in accordance with DSD-SUP-SACC.

6.2.3.3 The Contractor shall only procure, for use, Non-RIs that have been authorised for fit in accordance with DSD-MNT-MGT.

6.2.3.4 The Commonwealth reserves the right to purchase Non-RIs from sources other than the Contractor.

Option: Include this option if the procurement of Non-RIs will be undertaken as an S&Q Service.

6.2.3.5 The Contractor shall undertake the procurement of Non-RIs under clause 6.2.3.1 as an S&Q Service.

6.2.4 Purchase of Safety Critical Items

Note to drafters: Refer to guidance for this clause.

6.2.4.1 Not used.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-SACC

(STOCK ASSESSMENT, CODIFICATION AND CATALOGUING SERVICES)

Status: Optional

This DSD is for use when the Contractor is required to perform Stock Assessment, Codification and/or Cataloguing. Stock Assessment, in this cases, is performed to assess the adequacy of the number of Stock Items held, particularly to assess the implications for new or modified Stock Items associated with changes to the Products Being Supported (not simply adjustments based on historic use). Codification and then Cataloguing address the entry of new Stock Items, and the accuracy of existing item identification data for modified items, within the 'global catalogue' (items identified by NATO Stock Numbers) and Defence's inventory management system.

The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information system over a number of years, with functions that have been performed using MILIS being replaced by 'Supply Chain Management' functions within ERP. Refer to the Defence ERP Program websites for further information.

Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.

Depending on the implementation schedule for the Defence ERP System functions, and an individual tender, references to the MILIS and DEFLOGMAN / ESCM in this DSD may need to be updated before tender release, during negotiations, or during any resultant Contract.

Purpose: Refer to 'Description and Intended Use', clause 3.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*

Guidance: The Services described in this DSD could be incorporated into the Contract in a number of different ways, including as part of Recurring Services, as Ad Hoc Services or, perhaps, as some mix of the two, depending upon the expected scope of work for these Services and whether or not the scope can be adequately defined. The Services described in this DSD will also be dependent upon the type of Contract being envisaged (ie, whether the proposed Contract 'fits within' a Scenario 1, 2, 3 or 4 style of Contract – refer to Annex A to the SOW Tailoring Guide for the explanation of these different scenarios).

DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*, provides policy regarding the requirement to codify and catalogue Stock Items owned by the Commonwealth. Drafters should also consider Contractor-owned Stock Items to be codified in order to cater for distribution through the Defence supply chain, including distribution to a foreign country.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

6.2.2 Stock Assessment

Status: Optional

Purpose: To require the Contractor to undertake Stock Assessment activities when circumstances warrant that these activities be conducted.

Policy: TBD

Guidance: Initially, drafters need to determine whether the Contractor will be tasked to undertake Stock Assessment or whether that task will be performed by the SPO alone. If performed only by the SPO, then the content of clause 6.2.2 may be replaced with 'Not used'. For example, against each of the four scenarios that were defined to support the development of this template, the following generic guidance is provided:

- a. Under Scenario #1, where the Contractor is responsible for support at the Mission System level (and the Commonwealth does not have any Maintenance or Supply responsibilities), Stock Assessment may only be required for changes to ROE (which may only occur annually), proposed changes to RSL, and/or in support of Engineering Change Proposals (ECPs). Under Scenario #1, Stock Assessment Services could be incorporated into the Contract under any of the options defined in the overall guidance for this DSD.
- b. Under Scenario #2, where support is required for Mission Systems and Stock Items (and the Commonwealth does have Maintenance and some Supply responsibilities), Stock Assessment requirements could be extensive. Scenario #2 is an example of a style of Contract where these Services would be likely to be included in the firm-priced portion of the Contract; however, other options could be considered depending upon the scope of the Contract.
- c. Under Scenario #3, where support is required for Stock Items, Stock Assessment requirements will be highly dependent upon the scope of the Contract. As for Scenario #1, Stock Assessment Services could be incorporated into the Contract under any of the options defined in the overall guidance for this DSD.
- d. Under Scenario #4, where the Commonwealth undertakes all of the Stock Assessment requirements, these Services may not be needed at all (note that this scenario is unlikely to use the *ASDEFCON (Support)* template).

Drafters should note that these clauses are not intended to provide an avenue for the Contractor to justify changes to the Contract arising out of, for example, inefficiencies in Contractor-provided Maintenance or problems with the Contractor's supply chain, particularly given that the Contractor has agreed to meet the requirements of the Contract (eg, KPIs relating to system availability). Any Stock Assessment analyses conducted by the Contractor must be considered in the context of the baseline Contract and the Contractor's responsibilities for meeting the Contract outcomes. Additionally, any agreement to change Stock Item levels must be considered against other options (eg, speeding up the repair pipeline) and in life-cycle terms.

The template provides optional clauses for the Contractor to conduct Stock Assessment activities using OPUS10 (or an alternative that is Approved by the Commonwealth Representative). A process description for the application of OPUS10 is provided in the *ESCM Volume 6 Section 2 Chapter 4, 'OPUS – Requirements for Repairable Item Management Optimisation'*. As stated in the note to drafters, OPUS10 is a complex modelling tool, which may not be cost-effective for smaller, less complex items of equipment. Nevertheless, the Contractor should still be required to justify any recommendations for changes to Stock Item levels. Constant confidence techniques (such as may be provided using a spreadsheet or the Navy's Fleet Logistic Support Improvement Program (FLSIP) model) may be more appropriate in these circumstances. Additionally, some logistics managers use Omega Analyzer in lieu of OPUS10. Drafters should consider whether or not to include reference to these alternative techniques within the DSD, as an alternative to the OPUS10 clauses, if the circumstances are appropriate.

If OPUS10 is not the preferred Stock Optimisation model of the Commonwealth Representative (ie, usually the SPO, but may include support agencies), then the drafter should amend clause 6.2.2.7 to include the preferred model.

If the Commonwealth Representative will only accept OPUS 10, or another preferred model, then clause 6.2.2.7 may be edited to remove reference to an 'alternative Approved by the Commonwealth', and clause 6.2.2.8 may be deleted.

The template clauses only request that the Contractor provide a report in a format proposed by the Contractor and Approved by the Commonwealth, with some high-level content requirements included within the clause. Alternatively, the drafter could specify the format and content using a DID (eg, if the recommendation list is expected to be large and greater levels of supporting information are required). In this instance, the drafter may wish to slightly modify the *ASDEFCON (Strategic Materiel)* RSPL DID (DID-ILS-SUP-RSPL) to identify the difference between current Stock Item levels and the Contractor's recommendations for changes to those levels. Clause 6.2.2.10 should then be modified to refer to the applicable entry in the CDRL.

If these Services are to be included in this DSD, and procurement of additional assets will be through the Contractor (Support), the drafter should also include DSD-SUP-PROC or DSD-SUP-MILIS, as applicable, to address the additional requirement for procurement Services.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

DSD-SUP-PROC, Procurement Services

DSD-SUP-MILIS, Military Integrated Logistics Information System Use

Optional Clauses: None

6.2.3 Codification

Sponsor: National Codification Bureau

Status: Optional

Purpose: To ensure that Stock Items are codified in accordance with current policy.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in support of the MILIS*.

DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistic Assets in support of the MILIS*.

DEFLOGMAN Part 2 Volume 5 Chapter 14, *Supply Aspects of Contractor Owned Spares*.

Guidance: DEFLOGMAN Part 2 Volume 5 Chapter 4 requires 'any [item of supply] that is repetitively procured, or repaired and supports an operational capability or is subject to deployment must be codified in accordance with the NATO Codification System'. Furthermore, DEFLOGMAN Part 2 Volume 5 Chapter 5 requires 'all [items of supply] that are owned or stored by Defence must be identified and recorded by the allocation of a unique identification number' and, for materiel, 'the allocation of a NATO Stock Number (NSN) and subsequent codification is the default method of identification and only with justification are [items of supply] to be identified by other means'.

However, 'Contractor owned and managed [items of supply] need not be Codified unless required by technical regulation or the Capability Manager' as directed in DEFLOGMAN Part 2 Volume 5 Chapter 14. An operational reason for Contractor-owned Stock Items to be codified (and subsequently catalogued) is the need for those Stock Items to be distributed through the Defence Supply Chain.

New Stock Items, introduced through modifications or as substitute items, are highly likely to be introduced over the Term of a larger support contract (particularly a long-term contract). On occasion, existing Codification data may also be found to have errors and require correction.

Clause 6.2.3.2 deliberately allows for alternatives to be agreed for the delivery of Codification Data. For an overseas supplier / OEM, the preferred approach within participating nations is that new / modified items are codified in the country of origin. Codification Data can also include sensitive design information, thus the clause allows for the Commonwealth to agree that Codification Data from Subcontractors be delivered directly to the SPO or National Codification Bureau (NCB).

The optional clause at clause 6.2.3.3 refers to Contractor-owned Stock Items that need to be stored and distributed through the Defence Supply Chain, even if only on occasion (eg, to support a deployment for a Contingency). If Contractor-owned Stock Items will not need to moves through the Defence Supply Chain, the option can be deleted.

The final clauses for Codification addresses any Technical Data that is sensitive to the item manufacturer (Contractor or Subcontractor / supplier). If Technical Data is only provided as part of Codification Data then it will be retained by the NCB in CASG (and other NCBs internationally) for Codification management purposes and the general Use and Sublicensing provisions of COC clause 5 do not apply. If the same Technical Data is provided for another purpose (eg, in a Maintenance Manual or Safety Data Sheet) then the provision of COC clause 5 apply to that part of the Technical Data / Codification Data.

Payment methods for Codification may vary. Codification is unlikely to be a regular (Recurring Services) activity but it could be a Task-Priced Service or included as part of a larger S&Q Service for a modification program. In any case, a price for 'Codification per line item' is typically an 'item for which specific prices are required' in the tender response (refer to the Support Pricing Workbook).

The National Codification Bureau should be consulted for further advice via email at: ncb.helpdesk@defence.gov.au.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

TDR D and the Support Pricing Workbook, Items for which Specific Prices are Required

Optional Clauses: None

6.2.4 Cataloguing

Status: Optional

Purpose: Placement of Codified equipment on to the Defence Supply System.

Policy: DEFLOGMAN Glossary

DEFLOGMAN Part 2 Volume 5, Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the MILIS*.

Guidance: Cataloguing is the act of recording and promulgating selected management data relating to items of supply in the catalogues of the MILIS global record and other supply systems. If Cataloguing Services are not required and will be performed by the SPO or an Associated Party, including the collection of the required data, then clauses under the heading clause 6.2.4 can be replaced with a single 'Not used'.

Maintenance of the MILIS Global Catalogue data is the responsibility of the Designated Logistics Manager and may be conducted by SPO staff or delegated to a Contractor that may, or may not, have access to MILIS. As a result, there are two options for clause 6.2.4.

Option A requires the Contractor to provide data to enable the Cataloguing activity to be performed by SPO personnel. This information is to be delivered in the appropriate format. Form AE724 – Request for Identification and Supply of Equipment is used by non GASG personnel to request identification and support for

a new item of Supply, and allocation of a SPO to act as Stock Item Owner. Form AE724 is available here:

<https://formsportal.dpe.protected.mil.au/bin/forms-portal/form?AE724>

Option B requires the Contractor to manage this data within MILIS. This clause can only be used if DSD-SUP-MILIS is included in the draft Contract. DSD-SUP-MILIS should also include reference to maintaining the MILIS Global Catalogue data as one of the applicable Services to be provided using MILIS (this is included in the guidance for that DSD).

The Materiel Logistics Functions Delivery Branch should be consulted for further advice via email at: mlo.helpdesk@defence.gov.au.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-SUP-SACC-V5.2**
2. **TITLE: STOCK ASSESSMENT, CODIFICATION AND CATALOGUING SERVICES**
3. **DESCRIPTION AND INTENDED USE**

Note to drafters: Amend the description in this clause to accord with the other requirements of the Contract. Do not automatically delete 'Contractor-owned Stock Items' because it may be important to have visibility into those Contractor-owned Stock Items that need to travel through the Defence Supply Chain. Refer to the guidance in relation to Codification.

- 3.1 This DSD describes the Stock Assessment Services and the Codification and Cataloguing Services required to be conducted by the Contractor with respect to the following types of Stock Items, as applicable:
 - a. Commonwealth-owned Stock Items; and
 - b. Contractor-owned Stock Items.
- 3.2 This DSD is applicable where the Contractor is required to provide:
 - a. Engineering Services, such as the development of Engineering Change Proposals (ECPs);
 - b. Supportability Analysis Services, such as the assessment of the implications for Stock Items arising from changes to:
 - (i) those equipment design characteristics that provide inputs to the Stock Assessment process (eg, MTBF);
 - (ii) those Support System design characteristics that provide inputs to the Stock Assessment process (eg, Turn-Around-Time (TAT) and delivery time); and
 - (iii) those operating characteristics that provide inputs to the Stock Assessment process (eg, duration of deployments and distribution of assets);
 - c. supporting documentation to assist with assessing the implications for the Contract resulting from a change to the Rate of Effort (ROE);
 - d. justification for any proposed changes to the Working Stockholding Levels (WSLs) or the Reserve Stockholding Levels (RSLs) for RIs;
 - e. justification for any proposed changes to the RSLs for Non-RIs;
 - f. justification for any proposed changes to minimum and maximum Stock Item holding levels;
 - g. justification for any proposed changes to the payments to be made under the Contract arising from issues relating to Stock Items;
 - h. Codification and Cataloguing Services:
 - (i) for new Stock Items that are neither Codified nor Catalogued; and
 - (ii) to correct errors in, or to make changes to, existing Codification Data; or
 - i. some combination of the Services defined in sub-clauses a to h of this clause.
- 3.3 This DSD is not applicable for the ongoing Requirements Determination activities conducted by the Contractor as part of meeting the Maintenance Support and the other Supply Support requirements of the Contract, including:
 - a. Requirements Determination relating to the need to induct RIs into the repair pipeline or to redistribute RIs to meet forecast demand; and
 - b. Requirements Determination relating to the need to procure Non-RIs to meet forecast demand, except as defined in the preceding clause.

4. INTER-RELATIONSHIPS

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the other associated DSDs.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit this DSD (ie, include relevant references applicable to the assessment, Codification and Cataloguing of Stock Items). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

ESCM

DEFLOGMAN Part 3, *Electronic Supply Chain Manual*

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following list for the scope of the DSD. For example, if Contractor-owned Stock Items are not a requirement, delete the applicable sub-clause.

6.1.1.1 The Contractor shall provide Stock Assessment, Codification and Cataloguing Services, as described in this DSD, for the following types of Items:

- a. Commonwealth-owned Stock Items; and
- b. Contractor-owned Stock Items.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide Stock Assessment, Codification and Cataloguing Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.1.2 The Contractor shall maintain a schedule of known Stock Assessment, Codification and Cataloguing activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.3 The Contractor shall provide a copy of the Contractor's Stock Assessment, Codification and Cataloguing schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Stock Assessment

Note to drafters: Amend the following list of analyses to accord with the other requirements of the Contract and the applicability list defined in clause 3. If Surge is not applicable to the draft Contract, subclause d should be deleted and the other subclauses amended accordingly.

6.2.2.1 The Contractor shall conduct Stock Assessment analyses to justify any proposed changes to the WSLs for RIs and to the RSLs for both RIs and Non-RIs that are required under the Contract, including changes arising out of:

- a. ECPs, which change equipment design characteristics;
- b. changes to the supply chain and other changes to the Support System's design characteristics, including any changes proposed by the Contractor;

- c. changes to the operating characteristics, including ROE, role and environment; and
- d. specific Surge requirements that are outside of the scope of the Surge planning assumptions defined under the Contract.

6.2.2.2 The Contractor shall conduct Stock Assessment analyses to justify any procurement of RIs when an RI has been lost to the RI pool.

Note to drafters: *The following clause assumes that procurement of Non-RIs is managed either as part of the firm-priced portion of the Contract or under an S&Q Order with an NTE price for a defined period under the Contract (eg, a year). If neither of these situations hold true, then the following clause should be amended accordingly.*

6.2.2.3 The Contractor shall conduct Stock Assessment analyses to justify any proposed changes to the payments to be made under the Contract, arising out of issues relating to Stock Items.

6.2.2.4 The Contractor shall conduct Stock Assessment analyses and provide the findings to the Commonwealth Representative as supporting documentation to assist with assessing the implications for the Contract resulting from a change to the ROE.

6.2.2.5 When Supportability analyses and/or particular Performance Measures indicate that Supportability problems may exist (eg, equipment reliability is lower than predicted or supply chain times are longer than predicted), the Commonwealth Representative may notify the Contractor, in writing, that Stock Assessment needs to be undertaken in accordance with the requirements of this clause 6.2.2.

6.2.2.6 When the Commonwealth notifies the Contractor under clause 6.2.2.5, the Contractor shall undertake the required Stock Assessment activities in accordance with the requirement set out in the notice.

Note to drafters: *The following three clauses refer to the use of OPUS10 for Stock Assessment analyses. If the Products Being Supported are not complex, consideration should be given to deleting the clauses if the use of OPUS10 is unlikely to be cost-effective. If the clauses are deleted, they should be replaced with 'Not used'.*

OPUS10 is Defence's recommended software model for the optimisation of RIs (Omega Analyzer is an alternative software package used by some). If an alternative is to be used, edit the clause below accordingly (note that software models that require historical consumption / use data are not applicable in this context).

6.2.2.7 The Contractor shall perform the Stock Assessment analyses required under this clause 6.2.2 using the Stock Optimisation software package, OPUS10 (or an alternative Approved by the Commonwealth Representative).

6.2.2.8 If the Contractor produces a Stock Optimisation model (or part thereof) using an Approved software package, other than the package specified in 6.2.2.7, the Contractor shall provide all the necessary programs, licences, and training to enable the Commonwealth to efficiently access and manipulate the Stock Optimisation model.

6.2.2.9 The Contractor shall deliver to the Commonwealth Representative the data used in the Stock Optimisation model to enable the Commonwealth to verify the recommended results.

6.2.2.10 The Contractor shall deliver, in a Contractor format Approved by the Commonwealth Representative, a report that details the outcomes from the Stock Assessment analyses conducted pursuant to this clause 6.2.2, and that includes:

- a. the rationale for conducting the Stock Assessment analyses;
- b. the scope and objectives of the analysis activities conducted;
- c. details of the actual analysis activities conducted, including the assumptions, methodologies, processes and modelling tools used;
- d. the source of any new data used, including its age, whether or not it is an estimate, the basis for the estimate, and the justification for using the data;
- e. details of any sensitivity and trade-off analyses conducted;

- f. the implications of the analysis outcomes for the performance measurement requirements of the Contract;
- g. the implications of the analysis outcomes for LCC;
- h. conclusions and recommendations;
- i. supporting data; and
- j. the source of supply, cost and delivery lead-time for any proposed additional Stock Items, including whether or not the Stock Items are already Codified.

6.2.2.11 Should the Commonwealth Representative assess and either determine or agree that additional RIs or Non-RIs are required, the Commonwealth Representative and the Contractor shall negotiate as to the reasonable quantity of additional Stock Items to be provided.

6.2.2.12 If the agreement provided pursuant to clause 6.2.2.11 results in a change to the Contract, the Contractor shall raise a Contract change proposal in accordance with clause 11.1 of the conditions of contract.

Note to drafters: Amend or delete the following note to reflect the DSDs in the draft Contract.

Note: Procurement of additional Stock Items is covered under DSD-SUP-SERV, DSD-SUP-PROC and/or DSD-SUP-MILIS.

6.2.3 Codification

6.2.3.1 The Contractor shall develop and update Codification Data, in accordance with CDRL Line Number SUP-200, for:

- a. all Commonwealth-owned Stock Items that are newly introduced under the Contract; and
- b. to address any errors or changes in Codification Data for Stock Items that are already codified.

6.2.3.2 The Contractor shall deliver, or shall ensure the delivery of, Codification Data to the delivery location specified in CDRL Line Number ILS-200, unless another delivery location is agreed in writing between the parties.

Note to drafters: Delete the following clause if not required, and replace with 'Not used'.

Option: Include clause for Codification of Contractor-owned Stock Items.

6.2.3.3 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide Codification Data, in accordance with CDRL Line Number SUP-200, for all Contractor-owned Stock Items that are newly introduced under the Contract and that could reasonably be expected to utilise the Defence Supply Chain for their Distribution, including during periods of Surge.

6.2.3.4 The Contractor acknowledges that Codification Data will be retained by the Australian National Codification Bureau (NCB) and may be retained by other NCBs, for Codification and associated NCB functions.

6.2.3.5 If elements of Codification Data are provided to the Commonwealth:

- a. only for the purpose of Codification, those elements of Codification Data will only be used in accordance with this clause 6.2.3; or
- b. for a purpose that is in addition to Codification, those elements of Codification Data will be subject to the requirements of clause 5 of the COC and this clause 6.2.3.

6.2.4 Cataloguing

Note to drafters: If Cataloguing Services are not required (eg, Cataloguing will be performed by Defence staff), replace both of the following options with a single 'Not used'.

The following note to tenderers is appropriate for tenders released before delivery of Tranche 1 of the Defence ERP System. Drafters may amend the following note to tenderers if relevant information is available regarding the rollout of Defence ERP System functionality.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years. References to the MILIS in this DSD should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the introduction of the Defence ERP System, may be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by the Effective Date, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

Option A: For when the Contractor provides Cataloguing data to the Commonwealth for entry into MILIS by Defence staff.

6.2.4.1 The Contractor shall develop and provide to the Commonwealth Representative, for all Commonwealth-owned Stock Items that are introduced under the Contract, MILIS Global Catalogue Data in the format requested by the Commonwealth Representative.

6.2.4.2 When the Contractor identifies an error or other requirement to change MILIS Global Catalogue Data for a Product Being Supported, or when otherwise requested by the Commonwealth Representative, the Contractor shall provide an update to the MILIS Global Catalogue Data to the Commonwealth Representative, in the format requested by the Commonwealth Representative.

Option B: For when the Contractor enters Cataloguing data directly into MILIS.

6.2.4.3 The Contractor shall develop MILIS Global Catalogue Data and enter this data into MILIS in accordance with the ESCM, for all Commonwealth-owned Stock Items that are introduced under the Contract.

6.2.4.4 When the Contractor identifies an error or other requirement to change MILIS Global Catalogue Data for a Product Being Supported, or when otherwise requested by the Commonwealth Representative, the Contractor shall update the MILIS Global Catalogue Data in MILIS, in accordance with the ESCM.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-SUP-SERV****(ROUTINE SUPPLY SERVICES)**

Status: Core (for all Contracts requiring Supply Services)

The Defence Enterprise Resource Planning (ERP) System will replace the Military Integrated Logistics Information System (MILIS) and other Defence information systems, over a number of years and tranches. For further information, refer to the Defence ERP Program websites.

Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.

Depending on the implementation schedule for the Defence ERP System functions and an individual tender, this DSD may need to be updated before tender release, during negotiations, or during any resultant Contract. Changes will be required in clauses that reference the MILIS and the Electronic Supply Chain Manual (ESCM).

Purpose: Refer to 'Description and Intended Use', clause 3.

Policy: Refer to clause guidance.

Guidance: This DSD is the 'head' or 'lead' Supply Support DSD and must be used if Supply Services are required under the Contract. The DSD may be used as a stand-alone DSD (eg, for smaller-scale support contracts) or as the head DSD of an integrated set of Supply Support DSDs. The DSD includes a number of optional clauses, some of which would be deleted or modified if the other DSDs are used. The relationships between the DSDs and between this DSD and particular SOW clauses are explained in the guidance provided with this DSD, along with additional tailoring guidance.

Supply Management

The requirement for the management of Supply Support activities should be addressed either within the Contractor Supply Support Plan (CSSP), as per CDRL line SUP-100, or as a sub-plan rolled up into the Support Services Management Plan (SSMP) delivered in accordance with CDRL line MGT-100. This DSD also contains management requirements, such as the need for a Contractor Supply Management System; however, Contractor use of the Military Integrated Logistics Information System (MILIS) to manage stock is covered by DSD-SUP-MILIS.

Procurements

This DSD clarifies that the Contractor is responsible for the procurement of Non-RIs used in the Maintenance Support it provides. For procurement as a Service, refer to DSD-SUP-PROC. This DSD, DSD-SUP-PROC and DSD-SUP-MILIS, must be tailored consistently for Services to procure Stock Items, and the level of MILIS access to be provided.

MILIS Use

Although reference to MILIS is included in this DSD, DSD-SUP-MILIS must be included in the Contract for Contractor access to MILIS. Accordingly, this DSD and others must be tailored consistent with the MILIS access provided under DSD-SUP-MILIS. If considered beneficial (and without duplicating DSD-SUP-MILIS clauses), drafters may further tailor clauses in this DSD to identify the use of MILIS in performing functions described in this DSD.

Codification and Cataloguing

DEFLOGMAN Part 2 Volume 5 Chapter 5, '*Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*' is clear policy direction regarding the requirement to codify and catalogue Stock Items owned by the Commonwealth. Drafters should also consider Contractor-owned Stock Items to be codified in order to cater for distribution through

the Defence Supply Chain, including distribution to a foreign country. Codification and Cataloguing requirements are addressed in DSD-SUP-SACC.

Warehousing and Distribution

Under this DSD the Contractor is required to deliver items to the Commonwealth. Refer to DSD-SUP-W&D for Contractor-provided Warehousing and / or Distribution Services requirements.

Stocktaking

Although stocktaking is a Supply Support function, the approach to accounting for Defence assets throughout the ASDEFCON templates means that this function is addressed in SOW clause 3.11.6.

Foreign Military Sales

Although US Foreign Military Sales (FMS) is traditionally seen as a Supply Support issue this template acknowledges that, in most cases, access to supplies and services from this government-to-government agreement must be conducted through CASG rather than directly by the Contractor. Accordingly, Contractor access to Supplies obtained through FMS is addressed in SOW clause 3.18.

Related Clauses/ Documents:

Draft SOW clause 3.11.6, Assurance and Stocktaking of Contractor Managed Commonwealth Assets

Draft SOW clause 3.18, Access to Foreign Military Sales

DID-SUP-CSSP, which defines requirements for the CSSP, or DID-SSM-SSMP for the SSMP, which may include supply support planning when a stand-alone CSSP is not required.

Each of the other Supply Support DSDs

Optional Clauses: None

6.2.1 General

Status: Core

Purpose: To require the Contractor to perform Supply Services in accordance with the applicable references and work in a manner that integrates with the Defence Supply Chain.

Guidance: Clause 6.2.1.1 requires the Contractor to follow the applicable documents, particularly when interfacing with the Defence Supply Chain. The drafter should ensure that the references listed under clause 5 are correct and up to date.

Clauses 6.2.1.2 and 6.2.1.3, which have similar clauses in other head DSDs, require the Contractor to maintain a schedule of relevant activities and to provide a copy of that schedule to the Commonwealth when requested. This is a working-level schedule but should be consistent with a Support Services Master Schedule (SSMS), if one is included in the Contract.

Clause 6.2.1.4 requires the Contractor to acknowledge that it is part of a larger supply chain and that it has a substantial role in ensuring that the entire supply chain operates efficiently and effectively to meet operational demands. This involves the effective integration of a number of Supply support activities, as highlighted in the subclauses, which relate to other parts of this DSD and other DSDs. Clause 6.2.1.4 may be amended where aspects of supply listed in the subclauses have not been included in the Contract (through this and other DSDs).

Related Clauses/ Documents:

All other clauses within this DSD

DID-SSM-SSMS

Optional Clauses: None

6.2.2 Requirements Determination

| | |
|-----------------|--|
| <u>Status:</u> | Optional |
| <u>Purpose:</u> | To require the Contractor to undertake Requirements Determination activities to meet the sustainment requirements of the Contract. |
| <u>Policy:</u> | DEFLOGMAN Part 2 Volume 5 Chapter 3, <i>Australian Defence Force Requirements Determination and Management of Reserve Stocks</i> |

Guidance: The drafter should refer to the Glossary to determine the difference between Stock Assessment and Requirements Determination. The clauses included in this DSD ensure that it is clear that the Contractor is responsible for on-going Requirements Determination activities. If Requirements Determination is not a requirement of the Contract (eg, will be undertaken by SPO staff) then the clauses under the heading clause 6.2.2 can be deleted and replaced with a single 'Not used'.

The determination of both Commonwealth-owned and Contractor-owned Stock Items to be listed in Annex A to the SOW should be (or should have been) an output of the Contract (Acquisition), and should include Surge requirements when applicable. Alternatively, if the Contract is following a period of in-service support (either Commonwealth or Contractor), then Requirements Determination should use existing records where these reflect current operating requirements and conditions (and, therefore, the current rate of Stock Item use). If Requirements Determination makes use of Defence-owned Software (not essential) the ESCM Volume 4 Section 2, *Requirement Determination* provides procedural guidance.

Clause 6.2.2.1 describes the intended scope of Requirements Determination in relation to routine forecasting of stock demands and outages. This clause should be tailored if the scope will be more limited than that identified.

Clauses 6.2.2.2 and 6.2.2.3 enable the update of SOW Annex A, via CCP, based on the results of Requirements Determination. These clauses may not be required if Stock Assessment is to be performed in accordance with DSD-SUP-SACC in order to analyse and optimise Stock Item holdings. However, it is possible for both Requirements Determination and Stock Assessment to be included in the Services, for different purposes.

Two optional clauses 6.2.2.4 and 6.2.2.5 are included if the Contractor will be tasked with recommending changes, as a result of Requirements Determination, to the maximum and minimum stockholding levels of Non-RIs that are identified in MILIS for Contractor-controlled and Commonwealth warehouse(s). This option is dependent on the Contractor having access to MILIS (through DSD-SUP-MILIS).

The requirement for the Contractor to assess the implications for Stock Items associated with changes to the Contract or for new or modified Products, or other changes (eg, changes to operational requirements) should be determined using DSD-SUP-SACC. Where the Stock Items are provided to Defence and must be procured by the Contractor to maintain stock levels that have been revised through Requirements Determination or Stock Assessment, refer to DSD-SUP-PROC. Note also that DSD-SUP-PROC clauses (which refer to Stock Assessment) may require revision if Requirements Determination is to be used instead of Stock Assessment as the basis for setting stock levels. As stock levels are identified in MILIS, this DSD also interacts with the requirements of DSD-SUP-MILIS.

The drafter should note that Requirements Determination for Contractor-owned Stock Items is, in the main, a Contractor responsibility. Nevertheless, where there are implications for the Contract (eg, the price is affected), DSD-SUP-SACC also caters for this situation.

Related Clauses/ Documents:

DSD-SUP-MILIS, Military Integrated Logistics Information System Use

DSD-SUP-PROC, Procurement Services

DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing

Optional Clauses: None

6.2.3 Procurement of Non-RIs

Status: Optional

Purpose: To require the Contractor to undertake procurement of Non-RIs to meet the Maintenance Support requirements of the Contract.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*

ESCM Volume 4 Section 5, *Requisitioning*

Guidance: Clause 6.2.3 of this DSD makes it clear that the Contractor is responsible for procuring its own Non-RIs, as necessary, to meet the Maintenance Support requirements of the Contract. In smaller scale contracts, this may be all of the procurement activity that needs to be defined in the Contract. If, however, these procurement activities are covered under DSD-SUP-PROC and/or by using MILIS, through DSD-SUP-MILIS, then this clause should be deleted (replaced with 'Not used') or modified for the applicable scope.

If the Contractor will obtain some Non-RIs from Defence (eg, an element of the Contractor's organisation located in GFF and accessing Non-RIs from a Defence store) then the clause may be amended to reflect the different processes at different sites.

Procurement of Stock Items is addressed in both DSD-SUP-PROC (when the Stock Items are procured outside of MILIS) and DSD-SUP-MILIS (if the Stock Items are procured through MILIS). DSD-SUP-PROC and DSD-SUP-MILIS allow for the procurement of Non-RIs that have been Approved for purchase and that can be supplied to Defence units as customers or used by the Contractor in the performance of Services, such as Maintenance. Hence, these DSDs may cover all of the Non-RIs procured by clause 6.2.3, in which case this clause can be deleted. However, the clause may still be required for a limited number of Non-RIs not accessible through those other avenues, in which case the clause should be amended to identify its limited scope.

Procurement of Stock Items to be owned by the Contractor would generally be outside of the purview of the Commonwealth Representative; however, for Stock Items considered to be of significant interest (ie, Stock Items which are subject to technical regulation or which have strategic importance), DSD-SUP-PROC or DSD-SUP-MILIS should be used.

Related Clauses/ Documents:

DSD-SUP-PROC, Procurement Services

DSD-SUP-MILIS, Military Integrated Logistics Information System Use

Optional Clauses: None

6.2.4 Management of Reserve Stocks

Status: Optional

Purpose: To require the Contractor to maintain the RSLs specified in the Contract.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 3, *Australian Defence Force Requirements Determination and Management of Reserve Stocks*

Guidance: The drafter should note the definition for Reserve Stock in the Glossary. In certain circumstances, it will be necessary to specify a level of Reserve Stock to be held by the Contractor to meet Surge requirements (primarily for a Contingency), which enables preparedness requirements to be met in accordance with DEFLOGMAN Part 2 Volume 5 Chapter 3. If there is no requirement for the Contractor to hold or maintain RSLs under the Contract, the clauses below the heading clause 6.2.4 should be deleted and replaced with a single 'Not used'.

RSLs should be initially set by the Commonwealth and listed in SOW Annex A (as entries in an RSL column within each applicable table), as part of developing the RFT. This will ensure that the tenderers are able to assess stock holding and related inventory management requirements. Updates to RSLs may be recommended by the Contractor in accordance with DSD-SUP-SACC.

This clause covers the requirement to maintain RSLs, as listed in SOW Annex A, and the conditions for the release of reserve Stock Items. The conditions for release of reserve stock should be amended, as required, to reflect the business practices of the logistics managers / SPO and the specific process that would be applicable to the Contract,

Following a period of Surge, where the use of reserve stock (ie, 'breach' of RSLs) has been authorised, the Contractor will need to recover Stock Item holdings to the RSLs, within the shortest possible time, based on:

- a. for RIs, the Turn-Around-Time (TAT); and
- b. for Non-RIs, the delivery lead time; or
- c. some other time agreed between the parties.

The drafter will need to pay special attention to this requirement as many Stock Items, which constitute the RSL, may take some time to come back into the Contractor's control, especially if the Stock Items have been moved offshore. In such circumstances the subclause list under clause 6.2.4.2 may require further development.

Related Clauses/ Documents:

Annex A to the SOW

DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing

Optional Clauses: None

6.2.5 Care for Contractor-held Stock Items in Storage

Status: Optional

Purpose: To require the Contractor to care for Contractor-held Stock Items held in storage, including undertaking Maintenance of those Stock Items.

Policy: TBD

Guidance: This clause is a generic clause, requiring the Contractor to take due care of Contractor-held Stock Items (both Commonwealth-owned and Contractor-owned) whilst in storage. Drafters should note that a general liability for Stock Items is addressed in the COC and care of all CMCA under SOW clause 3.11.3. If not required, the clause below the heading can be deleted and replaced with 'Not used'.

Care, including Maintenance when in Storage, is addressed in this clause. If the Products require more significant preservation and Preventive Maintenance, including specified procedures for the preparation and retrieval from long-term storage, then drafters should use the Long Term Storage requirements at clause 6.2.4 of DSD-SUP-W&D. If all such requirements will be covered through DSD-SUP-W&D then this clause may be deleted and replaced with 'Not used'.

While maintenance in storage applies primarily to Commonwealth-owned Stock Items, the drafter should consider whether a subset of Contractor-owned Stock Items should also be addressed. Such Stock Items may be those that have significant technical regulatory implications.

Drafters should refer to the Glossary for the difference between Storage and Warehousing.

Related Clauses/ Documents:

COC clause 10.8, Loss of or Damage to Commonwealth Property.

SOW clause 3.11.3, Care of Contractor Managed Commonwealth Assets.

DSD-SUP-W&D, for long term storage requirements.

Optional Clauses: None

6.2.6 Delivery of Stock Items

Status: Optional

Purpose: To require the Contractor to deliver Stock Items to the delivery points defined in the Contract.

Policy: ESCM Volume 4 Section 5 Chapter 4, *Australian Standard Materiel Issue and Movement Priority System*

Guidance: This clause would be required in most Contracts that include Supply Services; however, if the provision of Stock Items will only be Defence Personnel going directly to Contractor-operated stores (ie, in GFF or otherwise located near the Defence unit), then this clause may not be required and all subclauses can be deleted and replaced with a single 'Not used'.

Clause 6.2.6.1 states the requirement for the Contractor to satisfy Demands placed by persons authorised by the Commonwealth Representative within the required delivery times, unless clause 6.2.6.2 applies. The Commonwealth Representative will need to notify the Contractor of persons able to place Demands and may refer to all MILIS users who are authorised to place Demands against the applicable product designation codes. Note that some of these authorised MILIS users may be other Commonwealth contractors using the same Products (ie, Associated Parties). If the Contractor will not have MILIS access then the Commonwealth Representative will need to notify the Contractor of the persons authorised to make Demands via another means. In this case, the drafter could include a list of potential authorised persons with the RFT, if this is likely to help tenderers to scope the work requirements for the Contract.

Clause 6.2.6.2 qualifies that the Contractor does not have to deliver quantities of Stock Items that exceed the maximum Stock Item holdings identified for the unit demanding them. However, the additional Stock Items are to be delivered if approved by the Commonwealth Representative. This clause requires Contractor visibility of maximum Stock Item levels, typically via the maximum levels allocated to the particular MILIS warehouse. If the Contractor will not have MILIS access and it is otherwise impractical to provide this information, the clause and the reference to it in clause 6.2.6.1 should be removed.

To be informed of Demands the Contractor requires visibility of 'Due Outs' reports. There are essentially two options here, direct visibility through MILIS or reports provided on a regular basis by the Commonwealth, as included in the subclauses of clause 6.2.6.3. The clause should be tailored for the preferred approach and the process to be followed (eg, how often Due Outs Reports will be provided, what days of the week, etc). While it is possible that the Contractor will not have MILIS at every site and both options would be possible, general preference is to have the Contractor responsible for monitoring Due Outs where possible. Subclause c allows for more urgent demands to be advised by alternative means with the formal Demand paperwork to follow.

Clause 6.2.6.5 requires the Contractor to acknowledge the priority demand system and that it may not be the only party in the supply chain. Accordingly, the clause requires the Contractor to work in a way that allows for the delivery date to be satisfied when involvement of other parties is taken into consideration.

The final two draft clauses, 6.2.6.6 and 6.2.6.7 identify or refer to details of delivery points, Drafter should ensure that Attachment C, Delivery Schedule, includes the delivery points and, when applicable, Freight Distribution Centres.

The final, optional, clause is to deliver Stock Items to the nearest Freight Distribution Centre during times of Contingency - this applies to deployable systems and related Stock Items only. This requirement enables the Contractor to access the Defence supply chain at the nearest point of entry and, therefore, to use the Defence Warehousing and Distribution (DW&D) contract to achieve distribution to the required

location. If the system is not deployable this option can be deleted (and the preceding clause amended), or if retained it can be overridden by the Commonwealth Representative at any time, if not applicable.

Related Clauses/ Documents:

Attachment C, Delivery Schedule

DID-SUP-CSSP or DID-SSM-SSMP, as the DIDs for the governing plan

DID-SSM-SMP, which specifies requirements for a Surge Management Plan, which should identify changes to Supply processes under Surge conditions.

DID-PM-MGT-SAC, Supplies Acceptance Certificate and COC clause 6.8, Acceptance.

DSD-SUP-W&D, Warehousing and Distribution.

Optional Clauses: None

6.2.7 Contractor Supply Management System

Status: Optional

Purpose: To require the Contractor to utilise its own Contractor Supply Management System for the management of Stock Items.

Policy: TBD

Guidance: The drafter should note that the ESCM defines inventory as Commonwealth-owned items only; hence, the use of the broader term Stock Item in this template. The Contractor will use either his own system (Contractor Supply Management System) or MILIS for the management of Commonwealth-owned Stock Items. It is not desirable for the Contractor to have to use two systems for the support of the one set of Products (noting that the Contractor will have to use its own system for Contractor-owned Stock Items); however, it is equally undesirable for the Commonwealth to operate a parallel system in conjunction with the Contractor Supply Management System and thereby insert itself in the middle of the Contractor's process for no real gain. Additionally, all Stock Items owned by the Commonwealth need to be accounted for in a system which satisfies the Commonwealth's statutory obligations. MILIS fulfils that requirement within Defence.

The drafter needs to take cognisance of these issues before a decision is made to 'force' the Contractor to use MILIS. The specific requirements of the Contractor once MILIS has been mandated are addressed in DSD-SUP-MILIS.

If all Stock Item control and management by the Contractor can be performed using MILIS (from the start of the Contract / OD), then this clause may not be required and the clauses below the heading can be deleted and replaced with a single 'Not used'.

In many cases this clause will be required for use, with and/or without Contractor use of MILIS in accordance with DSD-SUP-MILIS (and other tailored DSDs, including this one). When included, drafters need to review the Stock Item that will be applicable (clause 6.2.7.1) and the functionality required (clause 6.2.7.2) and amend these clauses for individual Contract needs.

Related Clauses/ Documents:

Clauses 6.2.2, 6.2.3, 6.2.6, 6.2.8, 6.2.9 of this DSD and clauses in other Supply Support DSDs that are tailored for the inclusion of MILIS.

DID-SUP-CSSP or DID-SSM-SSMP, as applicable

DSD-SUP-MILIS, Military Integrated Logistics Information System Use, which defines both access and the scope of MILIS use.

Optional Clauses: None

6.2.8 Obsolescence Management

Status: Optional

- Purpose: To require the Contractor to implement an Obsolescence management program.
- Policy: DEFLOGMAN Part 2 Volume 5 Chapter 7, *Defence Policy on Obsolescence Management*
- Guidance: The drafter should note the definition for Obsolescence in the Glossary, as well as the definitions for Obsolescent, Obsolescent Item, Obsolete and Obsolete Item. The definitions for Obsolescent Item and Obsolete Item relate to the use of the term under the ESCM. The Commonwealth needs to know when (preferably before) any Stock Item:
- a. becomes difficult to procure;
 - b. will commence its final production run; or
 - c. is soon to be superseded by a like item.

It can be preferable for the Contractor to implement a proactive, rather than reactive (wait and see) Obsolescence monitoring program; however, in some circumstances, a reactive program has merits. For example, a reactive program may be preferable when the technology of the equipment under review is low (eg, cars, trucks, cranes, etc). A reactive program should involve a risk analysis before implementation.

If the Commonwealth undertakes an Obsolescence monitoring and management program without the need for proactive Contractor input, then the clause may not be required and the clauses below the heading can be deleted and replaced with a single 'Not used'.

The drafter should note the guidance that is contained in DEF(AUST) 5691, Logistic Support Analysis, particularly task PL5, Post Production Support Analysis. The Commonwealth is likely to be equally interested in Obsolescence of Contractor-owned Stock Items as well as Obsolescence of Commonwealth-owned Stock Items, particularly if there are significant implications for the Commonwealth associated with Contractor-owned Stock Items.

Related Clauses/ Documents:

DID-SUP-CSSP or DID-SSM-SSMP, as applicable

DSD-ENG-SERV, for engineering investigations into Obsolescence and related parts substitution or modification options.

Optional Clauses: None

6.2.9 Disposal

- Status: Optional
- Purpose: To require the Contractor to undertake Disposal activities in accordance with Defence policy.
- Policy: DEFLOGMAN Part 2 Volume 5 Chapter 10, *Defence Disposal Policy*
ESCM Volume 4 Section 7 Chapter 1, *Disposal of Defence Assets*
- Guidance: The Contractor may be required to dispose of a range of surplus Stock Items during the course of the Contract. Commonwealth interest in the disposal of Contractor-owned Stock Items would usually be related to meeting environmental and safety issues which are covered in the SOW at clause 12, unless there are other implications for the Contract. The Contractor may need to dispose of Commonwealth-owned Stock Items which:
- a. are no longer needed to support the ADF;
 - b. are excess to requirements;
 - c. are unsuited for use because of Obsolescence or expired shelf life;
 - d. can be provided by alternate means in a more economic manner; or
 - e. are Beyond Economic Repair (BER) or Beyond Physical Repair (BPR).

The drafter should note the requirements and delegations for stores write offs in DEFLOGMAN Part 2 Volume 5 Chapter 10, *Defence Disposal Policy*, and ensure these are woven into the Contract.

If Disposal Services are not a requirement of the Contract (meaning that some items may need to be returned to the Commonwealth for Disposal) then the clauses below the heading can be deleted and replaced with a single 'Not used'.

If included in the Contract, drafters should review and amend the clause, as necessary, including in relation to the preparation or availability of a Disposal Plan (or one prepared by the Commonwealth) and the use of MILIS including a 'Disposal Supply Customer Account' to record disposal actions.

Related Clauses/ Documents:

COC clause 10.7, Loss of or Damage to the Deliverables and Products Being Supported.

DID-SUP-CSSP or DID-SSM-SSMP, as applicable.

DSD-SUP-MILIS, MILIS Use.

DSD-MNT-MGT for items identified as BER and/or BPR during Maintenance.

Optional Clauses: None

6.2.10 Support System Supportability Analysis

Status: Optional

Purpose: To require the Contractor to undertake specific Support System Supportability Analysis activities.

Policy: TBD

Guidance: The Support System Supportability Analysis activities defined in the template require the Contractor to monitor and analyse a specific set of Support System parameters relating to the Stock Items managed by the Contractor.

If there is no requirement for these kinds of analyses (eg, all conducted by the SPO), then the clauses below the heading can be deleted and replaced with a single 'Not used'.

If included in the draft Contract, drafters should amend these analysis activities to define a set appropriate to the nature, scope and requirements of the Contract. Drafters should also note that agreed outcomes from these activities could be subject to inclusion within the cost of Recurring Services, at Contractor expense, or performed as an S&Q Service, depending on the required actions to implement those agreed outcomes.

Related Clauses/ Documents:

Draft SOW clause 13.4, Cost Modelling

DSD-ENG-SERV, Supportability and Engineering Analysis clause

DSD-SUP-SACC, Stock Assessment clause

DID-SUP-CSSP or DID-SSM-SSMP, as applicable

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

Note to drafters: The following note to tenderers is appropriate for tenders released before delivery of Tranche 1 of the Defence ERP System. Amend the note to tenderers if relevant information regarding the rollout of the Defence ERP System is available.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with the replacement of inventory management and stock control functions scheduled included in the initial tranche ERP functions. References to MILIS in this DSD should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the introduction of the Defence ERP System, may be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by the Effective Date, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 3.16 for training in the use of Defence information systems.

1. **DSD NUMBER: DSD-SUP-SERV-V5.2**

2. **TITLE: ROUTINE SUPPLY SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD describes the routine Supply Services required to be provided by the Contractor for the following types of Items, as applicable:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software.

Note to drafters: Amend the following subclauses to align with the scope of the tailored DSD.

3.2 This DSD is intended to be the head or lead DSD for Supply Support, and is applicable where the Contractor is required to provide routine Supply Services, such as:

- a. Requirements Determination;
- b. procurement of Non-RIs;
- c. management of Reserve Stocks;
- d. care, including Maintenance, of Stock Items while in storage;
- e. the delivery of Stock Items to satisfy Demands;
- f. disposal;
- g. Obsolescence management; and
- h. analyses of Supply Support in respect of supportability.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the related DSDs.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to routine Supply Services). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation

within a contract. Reference to the ESCM may require update with the introduction of the Defence ERP System.

ESCM

DEFLOGMAN Part 3, *Electronic Supply Chain Manual*

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following clause to align with the scope of Supply Services required under the Contract.

6.1.1.1 The Contractor shall provide routine Supply Services, as described in this DSD, for the following types of Items listed in Annex A to this SOW:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide routine Supply Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.1.2 The Contractor shall maintain a schedule of known routine Supply activities, projecting work effort for a period of not less than one year in advance, or until the end of the Contract period where that is less than one year.

6.2.1.3 The Contractor shall provide a copy of the Contractor's Supply schedule in the format requested and within five Working Days (or other timeframe agreed between the parties) of a request for a copy of this schedule from the Commonwealth Representative.

Note to drafters: Include the following clause if the DW&D contractor will be used to distribute Stock Items between the Contractor (and Subcontractors) and the Commonwealth. Amend the subclauses to align with the other requirements of the Contract.

6.2.1.4 The Contractor acknowledges that, notwithstanding that the Commonwealth is responsible for distribution of Stock Items through the Defence Supply Chain (eg, through the Defence Warehousing and Distribution (DW&D) contract), the Contractor plays a substantial role in ensuring that the overall supply chain (including Defence, the Contractor and Subcontractors) operates efficiently and effectively to meet operational demand, including (in addition to the explicit roles and responsibilities set out elsewhere in the Contract):

- a. by ensuring that all Stock Items that could be demanded by the Commonwealth are appropriately codified and catalogued within MILIS;
- b. by monitoring applicable performance characteristics of the supply chain (eg, delivery lead time, TAT and Stock Item outages) to ensure that the supply chain is operating effectively and efficiently and that any identified problems are proactively addressed to ensure that they do not recur;
- c. by establishing minimum and maximum Stock Item holding levels for Non-RIs at appropriate points in the supply chain to ensure that Stock Items are available, when required, within acceptable levels of risk;
- d. procuring the necessary Stock Items for use by the Contractor in the performance of the Services and by Defence units placing authorised Demands for those Stock Items, as applicable;

- e. by processing Commonwealth Demands for Stock Items in a manner and within a timeframe that enables the Demand to be satisfied within the required time, including in accordance with this clause 6.2.6;
- f. by maintaining open, clear and continual communications with Subcontractors to ensure that the lower-tier elements of the supply chain are operating effectively;
- g. by managing a Warehouse of Contractor-owned Non-RI Stock Items that are used to resupply the Commonwealth upon a Demand being submitted;
- h. by managing a Warehousing and Distribution system that ensures the protection and preservation of Stock Items, enables the satisfaction of Demands in a timely manner and, when applicable, integrates with the Defence Supply Chain;
- i. by monitoring Obsolescence, in accordance with clause 6.2.8, so that Stock Items that are likely to become difficult to obtain are proactively identified and that a resolution is quickly progressed; and
- j. by liaising with ADF and other Commonwealth Personnel (as authorised by the Commonwealth Representative) to ensure that any issues with the Defence portion of the overall supply chain are appropriately addressed.

6.2.2 Requirements Determination

6.2.2.1 The Contractor shall conduct the following activities for the Items listed at clause 6.1.1.1:

- a. Requirements Determination relating to the need to induct RIs into the repair pipeline or to redistribute RIs to meet forecast demand; and
- b. Requirements Determination relating to the need to procure Non-RIs to meet forecast demand.

Note to drafters: The following two clauses are optional; however, they should be included in the draft Contract if the Stock Assessment requirements of DSD-SUP-SACC have not been included. If the requirements from DSD-SUP-SACC have been included then the following two clauses should be deleted and replaced with 'Not used'.

Option: For when Requirements Determination is used as the basis to update Annex A to the SOW.

6.2.2.2 Subject to clause 6.2.2.3, the Contractor may propose amendments to Annex A to the SOW, with respect to the Reserve Stockholding Levels (RSLs), at any time during the Term.

6.2.2.3 The Contractor shall provide a Contract Change Proposal (CCP) in accordance with clause 11.1 of the COC to propose an amendment to Annex A to the SOW, and the Contractor shall ensure that the CCP includes such supporting documents as the Commonwealth Representative requires to justify the proposed amendment.

Note to drafters: The following two clauses are optional and, if included, also require DSD-SUP-MILIS to be included in the draft Contract.

Option: Include the following two clauses when minimum and maximum stockholding levels are to be monitored and managed through MILIS.

6.2.2.4 For all Non-RIs, the Contractor shall propose, for Commonwealth Approval, the minimum and maximum levels of Stock Item holdings within each Commonwealth store (including district warehouses and consumable sub-stores) where Materiel System Stock Items are held.

6.2.2.5 Once the minimum and maximum levels of Stock Item holdings have been Approved pursuant to clause 6.2.2.4, either party may propose changes to these levels and, when this situation occurs, the parties shall negotiate in good faith to agree the required changes. The Contractor acknowledges that the Commonwealth Representative's decision on the minimum and maximum Stock Item holding levels shall be final and binding on the parties.

6.2.3 Procurement of Non-RIs

Note to drafters: The following clause is optional and may require amendment to address the specific requirements of the Contract. For example, if all procurement activities, including the Contractor's own internal procurements, are covered under DSD-SUP-PROC and/or DSD-SUP-MILIS, then the following clause should be deleted and replaced with 'Not used'. Alternatively, the following clause would require amendment if certain Non-RIs were to be provided to the Contractor by the Commonwealth (eg, from a Commonwealth store located near GFF).

6.2.3.1 The Contractor shall procure all Non-RIs to:

- a. meet the Maintenance Support requirements of the Contract; and
- b. meet the demand requirements for any Non-RIs, identified in Annex A, that are required to be delivered to the Commonwealth.

6.2.4 Management of Reserve Stocks

Note to drafters: If Reserve Stocks are not a requirement of the Contract, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.4.1 Subject to clauses 6.2.4.2 and 6.2.4.3, the Contractor shall maintain the RSLs specified in Annex A to the SOW.

Note to drafters: If Surge requirements are not applicable to the Contract, drafters should replace subclause a with 'Not used'.

6.2.4.2 The Contractor shall not breach the RSLs specified in Annex A to the SOW, except:

- a. during periods of Surge; or
 - b. when the Commonwealth's operational requirements will be affected; and
- the Commonwealth Representative has given prior Approval, in writing, for the breach.

6.2.4.3 If the RSLs are breached pursuant to clause 6.2.4.2, the Contractor shall recover the RSLs within the shortest possible time, based on:

- a. for RIs, the TAT; and
- b. for Non-RIs, the delivery lead time; or
- c. some other time agreed between the parties.

6.2.5 Care for Contractor-held Stock Items in Storage

Note to drafters: If storage of Stock Items is not a requirement of the Contract, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.5.1 The Contractor shall ensure that all Stock Items held by the Contractor, which are subject to deterioration over time (eg, through shelf life, corrosion, desiccant replacement, etc), are subject to an Approved preservation and/or Preventive Maintenance program, as applicable.

6.2.6 Delivery of Stock Items

Note to drafters: If there are likely to be a number of personnel authorised to issue demands for Stock Items (eg, personnel at the operating units), including demands issued via MILIS, the Commonwealth Representative may need to define persons who place Demands on the Commonwealth Representative's behalf, in accordance with clause 2.1 of the COC.

6.2.6.1 Subject to clause 6.2.6.2, the Contractor shall manage and process each Demand for Stock Items, which has been initiated by a person authorised by the Commonwealth Representative, to ensure that the delivery date specified on that Demand is satisfied.

Note to drafters: If the Contractor will not have visibility of maximum holding levels, clause 6.2.6.2 should be replaced with 'Not used' and 'Subject to clause 6.2.6.2' in the above clause should be deleted.

6.2.6.2 The Contractor will not be obliged to meet Demands for quantities of Stock Items that exceed the maximum Stock Item holding levels allocated to the unit submitting the Demand. In such circumstances, the Contractor shall notify the Commonwealth

Representative and, if Approved by the Commonwealth Representative, the Contractor shall then complete the Demand as directed by the Commonwealth Representative.

- 6.2.6.3** To ensure that the Contractor has adequate visibility of all Commonwealth Demands that need to be satisfied, by the provision of a Stock Item by the Contractor, the Commonwealth:

Note to drafters: The following subclauses contain options for providing visibility to Stock Item levels and Demands that will depend upon Contractor access to MILIS, a manual process, or a combination of the two (but these cannot be drafted 'efficiently' as two distinct options). Drafters are to amend the following sub-clauses if it is known which mechanism will be used to provide visibility. If not known at the time of drafting, it is recommended that both options be retained, that the clauses be amended as required, and a note to tenderers be added to identify the dependencies (eg, optional GFF) leading to this clause being finalised by ED.

- a. shall, for Stock Items held in a Commonwealth store (including district warehouses and consumable sub-stores), provide the Contractor with on-line visibility of Stock Item holding levels via a Commonwealth logistics information system (eg, MILIS);
- b. shall provide to the Contractor either:
 - (i) on-line visibility of the applicable Commonwealth Demands through a Commonwealth logistics information system (eg, MILIS); or
 - (ii) at least twice per week (not on the same day or on consecutive Working Days), a copy of the report(s) from the Commonwealth logistics information system that identify the applicable Commonwealth Demands (Due Outs Report) as GFD in accordance with clause 3.6 of the COC, clause 3.11 of the SOW and clause 6.2.6.4 of this DSD; and
- c. may, in addition to the mechanisms set out in clause 6.2.6.3b, advise the Contractor of urgent Demands via email, telephone or other mechanism agreed between the parties.

- 6.2.6.4** On receipt of the Due Outs Report, the Contractor shall review the report and promptly advise the Commonwealth of any apparent discrepancies or errors. In the event that the Contractor fails to review the report or reviews it, but fails to discern any obvious errors or discrepancies, the Contractor shall not be entitled to rely upon the Commonwealth's warranty in clause 3.6 of the COC in relation to the Due Outs Report.

Note to drafters: The following clause may need to be amended for the introduction of the Defence ERP System, as this will lead to the update/replacement of the ESCM.

- 6.2.6.5** The Contractor:
- a. acknowledges that the delivery date specified on each Demand is determined in accordance with the Australian Standard Materiel Issue and Movement Priority System (AUSMIMPS), as set out in *ESCM Volume 4 Section 5 Chapter 4*; and
 - b. shall process each Demand in a timeframe that would enable the Required Delivery Date to be satisfied when taking into account the period of time for the distribution of the Stock Item through the Defence portion of the supply chain, which is the period of time that:
 - (i) commences when the Contractor delivers the Stock Item to the designated delivery location pursuant to clauses 6.2.6.6 and 6.2.6.7; and
 - (ii) concludes when the Stock Item is received by the unit that submitted the Demand.

- 6.2.6.6** Subject to clause 6.2.6.7, the Contractor shall deliver Stock Items demanded by a person authorised by the Commonwealth Representative to the delivery points defined in Attachment C.

Note to drafters: If Contingency provisions are not required, the following clause should be deleted and replaced with 'Not used'. The phrase at the beginning of the above clause should also be deleted.

- 6.2.6.7** During periods of Contingency, the Contractor shall deliver Stock Items demanded by the Commonwealth Representative to the Freight Distribution Centre that is closest to the

location of the Stock Item, unless otherwise directed by the Commonwealth Representative.

6.2.7 Contractor Supply Management System

Note to drafters: This clause 6.2.7 provides for the management of all Stock Items, both Commonwealth-owned and Contractor-owned. If alternative or additional arrangements are proposed, such as management of Commonwealth-owned Stock Items through MILIS or the Defence ERP System (through DSD-SUP-MILIS), the following clause will need to be amended.

6.2.7.1 The Contractor shall use an Approved Contractor Supply Management System to manage the following types of Items:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software.

Note to drafters: The following clause is used to provide the Commonwealth with a level of visibility of Contractor management of Stock. The following clause should be reviewed and amended to ensure that the functionality defined accords with the needs of the Contract.

6.2.7.2 The Contractor shall provide the Commonwealth Representative with the following details from the Approved Contractor Supply Management System with each submission of the Supply Support part of the Combined Services Summary Report, as required under the Contract:

- a. serviceable Stock Items held;
- b. dues in;
- c. Stock Items issued;
- d. Stock Items Demanded;
- e. expenditure on Stock Items, including both purchase and repairs;
- f. Stock Items awaiting repair;
- g. Stock Items in transit;
- h. loans;
- i. delivery details;
- j. Stock Items transferred;
- k. serial Stock Items transferred;
- l. serial tracking;
- m. Stock Items repaired in a reporting period;
- n. shelf life Stock Items; and
- o. Stock Items for disposal.

6.2.8 Obsolescence Management

Note to drafters: If the management of obsolescence is not a requirement of the Contract, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.8.1 The Contractor shall implement an Obsolescence monitoring program, which shall allow it to notify the Commonwealth when:

- a. any Stock Item:
 - (i) becomes difficult to procure;
 - (ii) will commence its final production run; or
 - (iii) is soon to be superseded by a like Item; and
- b. any Non-Stock Item (ie, Software):

- (i) becomes difficult to procure;
- (ii) is subject to an announced end-of support date or is no longer supported; or
- (iii) is soon to be superseded by a like Item.

6.2.8.2 The Contractor shall develop and recommend one or more strategies to deal with any potential Obsolescence of Stock Items and Non-Stock Items, which shall take into account cost, timeframes, effectiveness, efficiency, and Capability implications, and consider the need to:

- a. undertake Life Of Type (LOT) buys of existing Stock Items;
- b. authorise Technical Substitutions for existing Stock Items or Non-Stock Items; or
- c. develop ECPs to redesign or replace existing Stock Items, Non-Stock Items or their parent equipments.

6.2.8.3 Except where otherwise catered for under the Contract (eg, for the development of ECPs), the Contractor shall implement the Approved strategy pursuant to clause 6.2.8.2 as an S&Q Service.

6.2.9 Disposal

Note to drafters: With respect to the following disposal clauses, the drafter's attention is drawn to DEFLOGMAN Part 2 Volume 5 Chapter 10, 'Defence Disposal Policy' and the ESCM, Volume 4 Section 7, 'Disposals'. The following clauses may require amendment to align with the specific disposal processes for the Materiel System.

Drafters should check the currency of the ESCM reference below for changes resulting from the introduction of the Defence ERP System.

Drafters should note that, under ASDEFCON (Strategic Materiel) and ASDEFCON (Complex Materiel), the acquisition contractor is required to develop either a Disposal Plan or a set of Disposal Requirements. Drafters should ensure that this DSD includes appropriate clauses to link the acquisition and support requirements, including maintaining the Disposal Plan.

6.2.9.1 The Contractor shall develop, deliver and update a Disposal Plan in accordance with CDRL Line Number SUP-300.

6.2.9.2 When Commonwealth-owned Stock Items need to be considered for disposal, the Contractor shall provide a disposal recommendation to the Commonwealth Representative, which accords with the Approved Disposal Plan, or if not addressed in the Approved Disposal Plan, the disposal directive issued by the designated logistics manager and the unit disposal requirements of the ESCM Volume 4 Section 7 Chapter 1.

6.2.9.3 The Commonwealth Representative may request the Contractor to administer the disposal of Stock Items where the Commonwealth Representative has agreed with the Contractor's disposal recommendation.

6.2.9.4 Subject to clause 3.9 of the COC, the Contractor shall implement the Approved disposal recommendation pursuant to clause 6.2.9.3 as an S&Q Service.

6.2.9.5 The Contractor shall inspect Commonwealth-owned Stock Items, which have been sentenced for disposal, to see whether any of the Stock Items can be disassembled and any parts be used in a recycling / reuse program.

Note to drafters: Select the applicable disposal record in the following clause. If DSD-SUP-MILIS is included in the draft Contract and the Contractor is to have a Disposal Supply Customer Account select the MILIS option, otherwise select the independent disposal register. If the Contractor has access to the MILIS disposal records, then the second sentence may be deleted. When applicable, replace the following reference to MILIS with a reference to the function in the Defence ERP System applicable to disposal management.

6.2.9.6 The Contractor shall [... maintain a disposal register / update MILIS disposal records ...], to record the details of all Commonwealth-owned Stock Items (excluding Non-RIs) for which the administration of the disposal has been conducted by the Contractor. The Contractor shall provide the Commonwealth Representative with access to the disposal register promptly upon request.

6.2.10 Support System Supportability Analysis

Note to drafters: Amend the list of Supportability analysis activities in the following clause to meet the particular support requirements. If there are no proposed Supportability analysis activities, delete the following clauses and replace with a single 'Not used'.

- 6.2.10.1** The Contractor shall conduct monitoring and analysis of the following elements of the Support System for each of the Stock Items listed at Annex A to the SOW:
- a. for RIs, TAT; and
 - b. for Non-RIs, delivery lead times and Stock Item outages at the Contractor's in-country Warehouse(s).
- 6.2.10.2** The Contractor shall notify the Commonwealth Representative of any issues or risks identified pursuant to clause 6.2.10.1, along with the Contractor's recommendation for addressing the issues and risks.
- 6.2.10.3** The Contractor shall implement the Approved recommendation under clause 6.2.10.2:
- a. within the Recurring Services Fee, for those issues or risks that are provided for elsewhere in the Contract;
 - b. as an S&Q Service, for those issues or risks that are not provided for elsewhere in the Contract and in the opinion of the Commonwealth Representative were beyond the reasonable control of the Contractor; or
 - c. at no additional cost to the Commonwealth for any issues or risks that are not covered by subclause a or b above.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-W&D
(WAREHOUSING AND DISTRIBUTION SERVICES)

- Status: Optional
- This DSD is mandatory for contracts where Warehousing and/or Distribution Services are required to be delivered to the Commonwealth (ie, the DSD is not required simply because the Contractor will require a warehouse or for internal distribution). This DSD may not be needed under a limited number of contracts that only require Stock Assessment, Codification and Cataloguing, or procurement services with no Contractor storage and distribution requirement (eg, where the Contractor is only required to deliver orders directly to the Defence Warehousing and Distribution (DW&D) contract delivery point).
- The Defence Enterprise Resource Planning (ERP) System will replace Defence information systems over a number of years, with functions that have been performed using the Military Integrated Logistics Information System (MILIS) being replaced by 'Supply Chain Management' functions within ERP. For further information, refer to the Defence ERP Program websites.
- Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.**
- Purpose: Refer to the 'Description and Intended Use', clause 3.
- Policy: ESCM Volume 8, Warehousing and Distribution.
- Guidance: Depending on the type of services to be provided in this DSD, drafters will need to select the clauses in this DSD that best suit their requirements. The clauses are provided for guidance and are likely to require further tailoring as they are generic in nature.
- Depending on the implementation schedule for the Defence ERP System and an individual tender, this DSD may need to be updated before tender release, before ED, and/or during any resultant Contract. Changes may be required in reference to the Electronic Supply Chain Manual (ESCM) (clause 5), and any references to the ESCM processes added by the drafter.
- Drafters should note that, as set out in ESCM Volume 8 Section 3 Chapter 1 the DW&D contract is the 'prime contract for commercial, domestic distribution for the ADF' and its use is 'strongly encouraged'. Notwithstanding, it may not always be appropriate or cost-effective to utilise the DW&D contract, depending upon the specific requirements of the proposed Contract. For example, it may not be appropriate for the DW&D contractor to be 'artificially' inserted into the Contractor's processes because of the impact on the Contract boundaries (ie, interfaces with other parties) and the associated Key Performance Indicators (KPIs).
- Further guidance on this DSD, including any interactions with the DW&D contract, can be obtained from the Directorate of Warehousing and Distribution (DWD) in Joint Logistics Command (JLC).

Related Clauses/ Documents: None

Optional Clauses: None

6.2.2 General Warehousing Services

- Status: Optional
- Policy: ESCM Volume 8, Warehousing and Distribution
DEFLOGMAN Part 2 Volume 5 Chapter 24, *Defence Volumetric Data Policy*
- Guidance: This clause addresses generic Warehousing Services, while clause 6.2.3 addresses any special storage conditions for particular types of Products. If these Services are

required (ie, the Contract is not limited to 'Specific Warehousing Services'), then this clause should be included; otherwise, the clauses under clause 6.2.2 may be deleted and replaced with a single 'Not used'.

The scope of Warehousing Services, particularly when provided at Commonwealth Premises (ie, in GFF), may depend on the use of the DW&D contract for other warehousing services, which in turn, may also need to be provided to the Contractor as GFS (in Attachment E).

Where Warehousing Services are to be provided, drafters must select from the optional clauses for warehousing from Contractor-provided facilities close to Commonwealth Premises (Option A), and Commonwealth Premises (ie, GFF) (Option B). Drafters may change the driving time identified in Option A and, if applicable, should consider the impact of traffic conditions throughout the day (eg, 'peak hour').

Drafters must consider the required times and days of operation for the Warehouse / store and include these in clause 6.2.2.4 where indicated. Clause 6.2.2.5 may be included when an after-hours call-out Service, for issues from the Warehouse, is required. If a call-out Service is only required during a period of Surge, drafters should modify clause 6.2.2.5 accordingly. For example, precede the existing clause with 'During a period of Surge, when notified by the Commonwealth Representative in writing, [...]'.

To improve the quality of costing information in tender responses, drafters should seek to obtain and provide volumetric information to support the RFT. Volumetric information may be obtained from MILIS (or the replacement of this function in the Defence ERP System) or CENCAT (or its replacement) as described in the policy above. When linked to a Contract (Acquisition), volumetric information may become available during that contract through the delivery of Logistic Support Analysis Record data and/or Codification Data.

Related Clauses/ Documents:

Clause 6.2.3, Specific Warehousing Services
 DID-SUP-SSP or DID-SSM-SSMP, as applicable
 DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

6.2.3 Specific Warehousing Services

Status: Optional

Policy: ESCM Volume 8, Warehousing and Distribution
 DEFLOGMAN Part 2 Volume 5 Chapter 24, *Defence Volumetric Data Policy*

Guidance: This clause is only applied when the Commonwealth needs to define specific Warehousing Services, including any special storage conditions required.

Examples of the types of specific Warehousing Services that may be required in a DSD are provided below:

- [...INSERT VOLUME...] cubic metres for dry provisions with a shelf life of [...INSERT PERIOD...].
- Inflammable Stores – [...INSERT QUALITY...] The Contractor shall store at [...INSERT LOCATION...] [...INSERT VOLUME...] litres of AVGAS and [...INSERT VOLUME...] litres of diesel fuel.
- ammunition (magazines) – bunker storage as laid down in Ordnance Instruction [...INSERT RELEVANT INSTRUCTION...].
- Inflammable stores, paints etc.
- diving stores.

- cool rooms (compartments) for perishable goods- [...INSERT MEASURE...] cubic metres temperature controlled from to [...INSERT TEMPERATURE...] degrees Celsius.

Related Clauses/ Documents:

DID-SUP-SSP or DID-SSM-SSMP, as applicable

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

6.2.4 Long-term Storage

Status: Optional

Policy: Nil

Guidance: This clause addresses long-term storage, in addition to the Warehousing Service, where the storage of items requires special procedures to prepare for, and recover from, long-term storage (eg, special packaging procedures and draining of fuels and oils, etc). This would normally only apply to specific items of Reserve Stock. If not required, the clauses under heading clause 6.2.4 may be deleted and replaced with a single 'Not used'.

When applicable, drafters may need to prepare a new Annex to the SOW to identify the applicable items for which long-term storage is required, including any applicable conditions. Reference to this annex will also need to be inserted into the clause. Alternatively, these items and conditions could be inserted directly into this clause 6.2.4.

Where the preparation and recovery of all items for long-term storage is addressed in a single manual, this manual should be identified in clause 6.2.4.1, as indicated. If different manuals address the preparation and recovery of different items, it may be easier to list these manuals within the new annex and insert 'in accordance with the applicable references identified in Annex [...]' into clause 6.2.4.1.

Related Clauses/ Documents:

DID-SUP-SSP

Optional Clauses: None

6.2.5 Distribution Services

Status: Optional

Policy: Nil

Guidance: This clause addresses generic Distribution Services, with clause 6.2.6 addressing special Distribution Services. If there are Distribution Services required that are of a general nature, and the use of DW&D contract is not suitable, then this clause should be included; otherwise, the clauses under heading clause 6.2.5 may be deleted and replaced with a single 'Not used'.

The use of the DW&D contract, for distribution, may still be used by the Contractor to deliver some items to Defence users even when other items will be delivered directly by the Contractor (eg, depending on priority of demand, Contract KPIs and other factors). If the Contractor is to use DW&D contract, it must be included as a GFS in Attachment E.

Where Distribution Services are to be provided, drafters must insert the applicable details for locations, third party delivery/collection points (if applicable), and required collection times, as indicated. Note that it may not be necessary to include collection times if the Services are measured by an appropriate KPI (eg, for the total turn-around time of items to be repaired). Consideration should be given to any higher level of Services that may be required during periods of Surge.

Related Clauses/ Documents:

DID-SUP-SSP

Optional Clauses: None

6.2.6 Special Distribution Services

Status: Optional

Policy: TBD

Guidance: This clause is only applied when the Commonwealth needs to define specific Distribution Services.

Examples of the types of specific Distribution Services that may be required in a DSD may include specific provisions in relation to the distribution of:

- flammable stores;
- ammunition (magazines) and/or Explosive Ordnance; and
- particular types of Hazardous Chemicals.

Related Clauses/ Documents:

DID-SUP-SSP or DID-SSM-SSMP, as applicable

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-SUP-W&D-V5.2**
2. **TITLE: WAREHOUSING AND DISTRIBUTION SERVICES**
3. **DESCRIPTION AND INTENDED USE**
- 3.1 This DSD describes the Warehousing and Distribution Services, which are provided by the Contractor on behalf of the Commonwealth, for the following types of Items, as applicable:
 - a. Commonwealth-owned Stock Items;
 - b. Contractor-owned Stock Items; and
 - c. Software that is not managed as a Stock Item.

Note to drafters: Edit the following clause depending upon the tailoring of clause 6.

- 3.2 This DSD is applicable where the Contractor is required to provide:
 - a. Warehousing Services on or near Commonwealth Premises, which directly interact with the end-users of the Items;
 - b. Warehousing Services on behalf of Defence for specific Items, such as flammable stores and Explosive Ordnance (EO);
 - c. Distribution Services on behalf of Defence for delivery to, and pickup from, third parties;
 - d. Distribution Services on Commonwealth Premises, which involve delivery to, and pickup from, the end-users of the Items; or
 - e. some combination of the Services defined in sub-clauses a to d of this clause.
- 3.3 This DSD is not applicable:
 - a. to those Items consumed internally by the Contractor in the course of providing Services that are specified elsewhere in the Contract;
 - b. to internal Warehousing and Distribution activities undertaken by the Contractor as part of meeting the other Service requirements of the Contract; or
 - c. if the Contractor is performing a combination of the activities listed in sub-clauses a and b of this clause.

4. INTER-RELATIONSHIPS

- 4.1 This DSD forms part of the SOW.
- 4.2 This DSD must be applied in conjunction with the Supply Services defined in the Supply Support requirements of the SOW and associated DSDs.

5. APPLICABLE DOCUMENTS

- 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Warehousing and Distribution Services). Do not include reference to a Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Reference to the ESCM may require update with the introduction of the Defence ERP System.

| | |
|---------------|---|
| ESCM | DEFLOGMAN Part 3, <i>Electronic Supply Chain Manual</i> |
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP 3411.0101 | Naval Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |

eDEOP 101

Department of Defence Explosives Regulations

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following list to ensure that the exact scope of the DSD is clear. For example, if Software is considered to be a Stock Item, the reference to 'Software' should be deleted. Additionally, if Contractor-owned Stock Item is not a requirement of this Contract, then delete the applicable sub-clause.

6.1.1.1 The Contractor shall provide Warehousing and Distribution Services, as described in this DSD, for the following types of Items that are in the care, custody and control of the Contractor:

- a. Commonwealth-owned Stock Items listed in Annex A to the SOW;
- b. Contractor-owned Stock Items listed in Annex A to the SOW; and
- c. Software listed in Annex A to the SOW.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide Warehousing and Distribution Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.2 General Warehousing Services

Note to drafters: The following clause may require amendment to define the specific location for the Contractor's Warehouse. The intent of the words 'within 15 minutes driving distance' is to accurately define 'near', which has no definitive meaning contractually. Drafters should ensure that any amendment to the following clause specifies the Commonwealth's requirement in such a way that there is no ambiguity.

Option A: Include the following clause if the Contractor is required to provide the Warehouse.

6.2.2.1 The Contractor shall provide a Warehouse within 15 minutes driving distance from [...INSERT DETAILS OF SPECIFIC COMMONWEALTH PREMISES...], with the capacity to store the types of Items listed in clause 6.1.1.1 in sufficient quantities to satisfy Performance Measures, while meeting the other requirements of the Contract.

Option B: Include the following clauses, amended as required, if the Commonwealth will be providing the Warehouse(s) and associated equipment (eg, materials handling equipment).

6.2.2.2 As identified in Attachment E, the Commonwealth will provide a number of government-furnished Items to the Contractor for the purposes of providing Warehousing and Distribution Services, including [...INSERT DETAILS OF GFF (EG, FACILITIES NUMBERS)...] as Government Furnished Facilities (GFF) and certain items of Government Furnished Equipment (GFE).

6.2.2.3 The Contractor shall provide all equipment and materials required to undertake the work defined in this DSD within the Recurring Services Fee, with the exception of the GFE detailed in Attachment E.

6.2.2.4 The Contractor shall ensure the Warehouse is open for operation (ie, able to issue and take in stores) from [...INSERT TIME...] to [...INSERT TIME...] daily, [...DRAFTER TO INSERT DETAILS OF DAYS PER WEEK, WEEKS PER YEAR, WEEKS/ DAYS NOT REQUIRED, EG, EXCEPT FOR PUBLIC HOLIDAYS...].

6.2.2.5 The Contractor shall ensure that outside of the standard times for operation, as defined in clause 6.2.2.4, Contractor staff shall be able to be notified about requisitions for, and then issue, the required Items within [...INSERT TIMEFRAME (HOURS)...] of the requisition.

Note to drafters: Remove the words 'subject to the provisions of clause 3.7 of the COC' if the Warehouses are not being provided as GFF.

6.2.2.6 The Contractor may, subject to the provisions of clause 3.7 of the COC, use the Warehouse to store other Stock Items, which are not the subject of this Contract, provided that the requirements of this Contract are not affected.

6.2.3 Specific Warehousing Services

Note to drafters: See guidance in this DSD for examples of specific Warehousing Services. If the clause is not required, then delete the draft sub-clauses and mark as 'Not used'.

6.2.3.1 The Contractor shall provide Warehousing Services for [...DRAFTER TO INSERT CLAUSE(S) DEFINING SPECIFIC WAREHOUSING SERVICES...].

6.2.3.2 Notwithstanding the specific nature of these Warehousing Services, the Contractor shall provide the Commonwealth Representative with the same level of access to stored Stock Items as for the general Warehousing Services defined in clause 6.2.2, unless explicitly defined otherwise by the Commonwealth Representative.

6.2.4 Long-term Storage

Note to drafters: There may be a requirement for the Contractor to provide long-term storage and preservation of military equipment. If the clause is not required, then delete the draft sub-clauses and mark as 'Not used'.

6.2.4.1 The Contractor shall prepare equipment for preservation in storage, recover it from storage when required, and then make it ready for use in accordance with [...INSERT APPLICABLE SUPPLY SUPPORT/ STORAGE MANUAL...].

6.2.4.2 The Contractor shall place the Items listed in Annex [...INSERT APPLICABLE ANNEX REFERENCE, DRAFTER TO DEVELOP ANNEX...] to the SOW in long-term storage, for the expected periods as listed in that annex.

6.2.4.3 If requested by the Commonwealth Representative, the Contractor shall recover equipment from storage, for use, within the periods defined in Annex [...INSERT ANNEX REFERENCE...] to the SOW.

6.2.5 Distribution Services

6.2.5.1 The Contractor shall provide the following Distribution Services for the types of Items listed in clause 6.1.1.1:

- a. pickup from, and delivery to, [...INSERT LOCATIONS (EG, END-USER UNIT)...] for those Items that are either issued by or demanded by the Commonwealth;
- b. pickup from, and delivery to, [...INSERT LOCATIONS (EG, THIRD PARTY)...] for those Items that are required by [...INSERT NAME OF THIRD PARTY...] to meet its contractual requirements; or
- c. [...INSERT ADDITION DISTRIBUTION SERVICES...].

6.2.5.2 The Commonwealth Representative shall notify the Contractor when Stock Items (eg, Items requiring Maintenance) are available for collection from the Commonwealth. Upon notification from the Commonwealth Representative, the Contractor shall collect the Stock Items within [...INSERT DAYS OR NORMAL BUSINESS/WORK HOURS...].

6.2.5.3 The Contractor shall select the most cost-effective mode for the transport of Stock Items, taking into consideration the priority of the demand.

6.2.6 Special Distribution Services

Note to drafters: Insert any special Distribution Services or conditions with which the Contractor will be required to comply. This does not need to incorporate legislation because these requirements are covered through clauses 12.2 and 12.4 of the COC. Packaging requirements are also covered through clause 9.5 of the SOW.

6.2.6.1 [...DRAFTER TO INSERT...]

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-TNG-DEL****(TRAINING DELIVERY SERVICES)**

| | |
|------------------|---|
| <u>Status:</u> | Optional (must be included when delivery of Training courses is required). |
| <u>Purpose:</u> | Refer to Description and Intended Use |
| <u>Policy:</u> | Defence Learning Manual (DLM) Refer to applicable single service Training manuals |
| <u>Guidance:</u> | This DSD is directed at Training course delivery and related support activities such as assessments. It does not address the maintenance and update of Training courses (refer DSD-TNG-TMS) or the provision of Training-related management Services (refer DSD-TNG-MGT). This DSD may include the delivery of both Commonwealth-sponsored Training and Contractor-sponsored Training (refer to the Glossary for definitions). |

Related Clauses/Documents:

DSD-TNG-MGT for overall Training Services management

Optional Clauses: None

3. DESCRIPTION AND INTENDED USE

| | |
|------------------|---|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To explain the purpose of this DSD for Training delivery. |
| <u>Policy:</u> | Nil |
| <u>Guidance:</u> | Services provided in accordance with DSDs are generally related to supporting the Products listed in SOW Annex A; however, Training that does not develop skills used to support or simply operate the Products may also be requested, such as: <ul style="list-style-type: none"> a. operator mission / tactical Training; or b. where the Mission System is actually Training Equipment (eg, a simulator) used to train operators of a system that is external to the Contract. |

Often this type of Training is provided by Defence, but in some cases the Contractor may be required to provide, or participate in providing, such courses. In these cases the purpose of Training is not related to the Products themselves, and the description and intended use clause should be modified to identify the range of Training required (eg, '... the delivery of Training to Defence operators of 'X' system and to Defence Personnel as part of the support of the Products ...').

Related Clauses/Documents: None

Optional Clauses: None

5. APPLICABLE DOCUMENTS

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To identify documents applicable to the delivery of Training courses. |
| <u>Policy:</u> | DLM |
| <u>Guidance:</u> | Edit the listing of the applicable documents to suit the application of this Service. The documents listed, by default, include the documents for each service environment applicable to the delivery of Training. Other relevant documents should also be added, but drafters must not include references to Defence policy (eg, the DLM) unless the policy explicitly states that it is applicable to contractors, because |

these are open to interpretation and their applicability is usually limited to Defence Personnel.

The SADL addresses the Defence-wide approach to learning; however, if the Services include Training accredited within the national register of Vocational Education and Training (VET), it is appropriate to retain the VET Quality Framework as a reference. Drafters should consult the relevant service Training authorities to determine the need for reference to single service Training manuals.

Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, and either the applicable documents list or clause 6.2.1.1 would need to be modified if only a portion of the applicable documents are relevant to the required Training Services.

Related Clauses/Documents: None

Optional Clauses: None

6.1.1 Scope of DSD

Status: Core

Purpose: To identify the Training courses to be provided as part of the scope of Services.

Policy: Nil

Guidance: Clause 6.1.1 lists the Training courses to be delivered and/or assessed as part of the Services described in this DSD. Essentially this is a summary, or contents list, of the Training courses that are detailed under clause 6.2.2.

The list may refer to courses (or modules) by name and a unique identifier code. The list should include all Training delivery and assessment activities (ie, including those where the Contractor acts as an independent assessor for Training that is provided by Defence or another contractor).

The clause divides the required Training into Commonwealth-sponsored Training and Contractor-sponsored Training; however, if both types are not required, the clause should be modified accordingly.

Related Clauses/Documents:

All other clauses in this DSD

Optional Clauses: None

6.2.1 General

Status: Core

Purpose: To require the Contractor to manage the delivery of Training courses in accordance with the Approved governing plan (ie, the TSP or SSMP).

Policy: Nil

Guidance: Drafters need to insert the governing plan into clause 6.2.1. This should be the same plan included in clause 8.1 of the draft SOW.

Where only sections of the Training manuals listed under clause 5 are applicable, this clause should be amended such that the applicable sections can be identified. Note that the SADL, which provides generic direction to the development and conduct of Training, is included under clause 5.

Related Clauses/Documents:

Draft SOW clause 8.1, Training Support Management Planning

DID-TNG-TSP

DID-SSM-SSMP

Optional Clauses: None

6.2.2 Training Course Details

| | |
|------------------|---|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To define the requirements for each Training course to be delivered. |
| <u>Policy:</u> | TBD |
| <u>Guidance:</u> | Drafters need to copy the table provided under the draft clause 6.2.2.1 for each additional Training course to be delivered under the Contract. The table details should then be completed for each course. If the Training Service to be delivered for a particular course only includes the assessment module(s), then only the relevant rows of the table should be completed. |

If suitable reference sources for course requirements exist external to the SOW, drafters may include those references within the table. If all suitable references are included in a consolidated document, drafters may replace the table with the applicable reference and add the referenced document to the 'Applicable Documents' list.

The following paragraphs provide a brief description of the details to be entered into the table:

Course Name and Identifier: The full title of the course or individual Training module. The identifier may be a simple abbreviation or reference to an official Defence abbreviation used in personnel management systems. If the course/module is recognised under the Australian Quality Training Framework, the course identifier code or unit of competency code should be inserted.

Panelling Authority: This section identifies the organisation responsible for panelling students to attend each instance of the Training course. If individuals will nominate themselves for Training courses, it is often appropriate for the Contractor to panel students. Where the Training is part of a broader program managed by Defence, it is usually a requirement for Defence to panel the students for each course. Option A or B should be chosen accordingly (ie, delete the option not required) and the period between panelling and course start must be inserted.

Course Duration: For attendance courses, this section will identify the number of days. For other forms of Training delivery (eg, on-line Training or attendance plus assignment work), drafters will need to explain the additional parameters (eg, 'five days attendance with assignments to be submitted for assessment after two months' or for on-line units 'to be completed by each participant in less than two months').

Course Frequency: This section identifies the number of times per year that each Training course needs to be provided. The intent of this section, in combination with other sections in the table, is to ensure that the scope of work is clearly set out so that the Contractor can best work out how to satisfy the Commonwealth's requirements. As such, additional information may need to be provided to ensure that the scope is clear (eg, with respect to whether or not the courses will be evenly spread out over each Contract year, whether they will be run end-to-end, or whether they will be randomly required with no more than one in any month and no more than five courses per year). Where the Training courses are to be delivered in accordance with the Training schedule provided under clause 6.2.3, this section should cross-refer to this schedule and should set out any constraints and/or requirements that need to be incorporated into the schedule. This section can also be used when a course is only required for a portion of the Term (eg, for the first two years of the Contract), which may be required if Defence will take over Training delivery at some point in the Term. If courses are run continuously or, for other reasons, this section is not applicable, then drafters should simply insert 'Not Applicable'. If courses are provided 'on demand' (eg, for some fully on-line Training), then an entry of 'On demand' may be sufficient; noting that the 'number of Students' (per year) would provide an indication of the level of effort.

Number of Students: Drafters may insert a single number or the minimum and maximum participant numbers, depending on the needs of the course.

Learning Management Package (LMP) Reference: This section should identify the applicable LMP for the Training course, if one exists. This could be either a Defence LMP or a VET training package.

Delivery Standard: This section may include a narrative such as 'in accordance with adult learning principles', or it may specifically refer to units of competency within a LMP / or VET training package by name and unit identifier.

Venue: Drafters should select the appropriate option; 'A' for Contractor-provided venues, 'B' for Commonwealth-provided venues or 'C' for virtual (on-line) delivery (ie, delete the options not required). If both Defence and the Contractor will provide venues for courses held in different regions, then include both options. Drafters may wish to expand Option A to identify proximity to a Defence location by adding 'within 25 kilometres or 30 minutes' drive from X Defence facility', or to identify multiple locations, if necessary. If Defence will provide venues on an on-going basis, drafters may need to consider requirements for GFF. If virtual delivery is applicable, the system may be specified or "a system determined by the Contractor and Approved by the Commonwealth". Applicable procedures should be identified (may be provided as GFI), even if simple access controls and security management requirements are to be specified for public video-conferencing systems.

Training Equipment and Training Materials: In general, the Contractor is expected to provide all Training Materials with the exception of those provided by the Commonwealth (refer SOW clause 9.4) and listed in this table. For example, the Commonwealth may provide Defence-controlled technical manuals while the Contractor provides all student workbooks, other equipment and materials. If the Commonwealth will provide Training Equipment for which the Contractor will take long-term control, drafters need to include this equipment and its Technical Data in Attachment E as GFE/GFD/GFI (this does not need to apply to basic items (eg, projectors) at Defence venues that are only used for the duration of a course).

Assessment: If the course or Training module is a recognised VET course and the Contractor is a Registered Training Organisation (RTO), then the assessment details should refer to an approved assessment process, such as 'in accordance with the RTO's Assessment Plan and the AAAXXX unit of competency'. In other cases, drafters will need to describe or refer to an applicable reference document for the assessment. If the assessment is to be undertaken by a third party or Defence agency, then this should be identified for clarity. If there is no formal assessment, insert 'Not Applicable' into the table.

If drafters are not experts in the management and delivery of these Training courses, advice should be sought from a subject matter expert and the applicable Defence Training agency.

Related Clauses/Documents:

Attachment E, Government Furnished Material and Government Furnished Services
Attachment O, Government Furnished Facilities Licence
DSD-TNG-MGT, in relation to Training Management and Training Personnel

Optional Clauses: None

6.2.3 Training Delivery

Status: Core

Purpose: To require the Contractor to follow a schedule for the delivery of Training courses.

Policy: Nil

Guidance: The clause requires the Contractor to follow an agreed Training schedule for the delivery of courses. The initial schedule (pre-tender) should be prepared by Defence, based on Defence's need for the Training courses listed in this DSD. Thereafter, the Contractor is required to maintain a schedule as part of the management services in DSD-TNG-MGT.

Related Clauses/Documents:

Clause 6.2.1 of DSD-TNG-MGT, for scheduling of Training Services

DID-TNG-TSP

DID-SSM-SSMP

Optional Clauses: None

6.2.4 Course Joining Instructions

Status: Optional

Purpose: To require the Contractor to prepare and distribute course joining instructions to each course participant.

Policy: Nil

Guidance: This optional clause is not required if Defence will prepare and distribute joining instructions to participants for all courses. If not required, drafters are to replace the clause with 'Not used'. If the clause is required, drafters are to insert the number of weeks prior to the course when joining instructions must be distributed.

If the Contractor is to provide joining instructions, the minimum information required is to be listed under clause 6.2.4.2. Drafters should amend this list for additional requirements, as appropriate (eg, car parking at Contractor-provided venues).

Related Clauses/Documents:

Clause 6.2.2, the 'Joining Instructions' section of the table for each Training course

Optional Clauses: None

6.2.5 Commonwealth Training Venues

Status: Optional

Purpose: To require the Contractor to set-up Commonwealth-provided Training venues and return them to their pre-Training condition after the Training course.

Policy: Nil

Guidance: This clause is only applicable if the Commonwealth will be providing venues (either directly or by arrangement with a third party) for Training on a course-by-course basis; the clause does not apply to GFF.

The clause requires, and holds the Contractor responsible for, the pre-course set-up and post-course return of the venue to its pre-course configuration and condition. This is particularly important for shared, multi-use or third-party venues. The clause allows for some change, based on Commonwealth agreement (eg, if the Commonwealth wishes to conduct another Training course in that venue immediately after the Contractor-delivered Training).

If clause 6.2.2 (ie, the 'Venue' section in any course table), identifies that the Commonwealth is to provide the Training venue, and the venue is not GFF, then this clause should be included. Otherwise it may be replaced with 'Not used'.

Related Clauses/Documents:

Clause 6.2.2, the 'Venue' section of the table for each Training course

Optional Clauses: None

6.2.6 Training Equipment

Status: Core

Purpose: To clarify that the Contractor is responsible for the set-up and appropriate use of Training Equipment.

Policy: Nil

Guidance: This clause makes it clear that the Contractor is responsible for the set-up and operation of Training Equipment. The two clauses cover Commonwealth-provided and Contractor-provided Training Equipment.

If there will be no Commonwealth-provided Training Equipment, then the first of the two clauses may be deleted. If there are no Commonwealth-provided venues, then the second of the two clauses may be deleted. If both clauses are not required, they may be replaced with a single clause stating 'Not used'.

The Training Equipment required for each course is listed in the table under clause 6.2.2, Training Course Details. Provision and maintenance of Training Equipment is covered by clause 9.4 of the draft SOW, while Attachment E must list Commonwealth Training Equipment provided as GFE. Drafters need to ensure these different parts of the Contract are consistent.

Related Clauses/Documents:

Clause 6.2.2, the 'Training Equipment and Training Materials' section of the table for each Training course

Draft SOW clause 9.4, Training Equipment

Attachment E, Government Furnished Material and Government Furnished Services

Optional Clauses: None

6.2.7 Training Materials

Status: Core

Purpose: To require the Contractor to provide all Training Materials for the delivery of Training courses, unless otherwise specified.

Policy: Nil

Guidance: This clause obligates the Contractor to provide Training Materials, including student notes and consumables (eg, writing pads) for each course, unless the Commonwealth has been specifically identified as providing some Training Materials. If the Commonwealth is to provide Training Materials, these must be listed in the 'Training Equipment and Training Materials' section of the table(s) under clause 6.2.2. There is no need to tailor this clause, only the table under clause 6.2.2.

Related Clauses/Documents:

Clause 6.2.2, the 'Training Equipment and Training Materials' section of the table for each Training course

Optional Clauses: None

6.2.8 Assessment

Status: Optional

Purpose: To require the Contractor to undertake assessments of participants undertaking Training.

Policy: Nil

Guidance: This clause is optional and not required if the Contractor will not conduct assessments (as listed in the tables under Clause 6.2.2), either because there are no formal assessments or because assessments will be undertaken by Defence or third party. If not required, replace the sub-clauses with a single 'Not used'.

Where assessments are required, drafters need to identify if the assessment details are included in the LMPs or other documentation.

Following the completion of an assessment program (noting that assessments may not conclude until sometime after Training delivery), the Contractor must provide the results to the Commonwealth, via the Training information system (refer DSD-TNG-MGT) or by notifying a Commonwealth Training manager (ie, via email), and the appropriate certificate or other record to each student. The delivery of certificates, or other, to students is worded in such a way that different students may receive different certificates / records at the completion of the same course (eg, because some select to undertake an optional assessment but others do not). Timeframes in these clauses may be amended to suit requirements.

Related Clauses/Documents:

Clause 6.2.2, the 'Assessment' section of the table for each Training course
 DSD-TNG-MGT, for Training management and Training information system requirements

Optional Clauses: None

6.2.9 Post-Training Reporting

Status: Optional

Purpose: To require the Contractor to report on the outcomes from each Training course delivered.

Policy: Nil

Guidance: This clause requires the Contractor to provide a post-Training report for each Training course. The reporting requirements refer to clause 8.2 of the draft SOW, Training Support Reporting, which, via the CDRL, refers to the Training portion of the Combined Services Summary Report (CSSR). Accordingly, the details to be reported for a single course should address the same reporting requirements as the Training portion of the CSSR (ie, details of the course conducted, number of students that attended, etc).

If the Commonwealth does not need individual course reports, but can rely on the CSSR (delivered in accordance with the SOW and CDRL) and Training information system, this clause would not be required and sub-clauses can be replaced with 'Not used'. Note that the results for each individual participant must still be provided in accordance with clause 6.2.8.

Related Clauses/Documents:

Draft SOW clause 8.2, Training Support Reporting

DID-SSM-CSSR, requirements for the Combined Services Support Report

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-TNG-DEL-V5.2
2. **TITLE:** TRAINING DELIVERY SERVICES
3. **DESCRIPTION AND INTENDED USE**

Note to drafters: The following clause may need to be amended if the Training courses to be delivered are not linked to the Products identified at Annex A to the SOW.

- 3.1 This DSD defines the Commonwealth's requirements for the delivery of Training to Defence Personnel as a part of the support of the Products identified at Annex A to the SOW. This Training may include both Commonwealth-sponsored Training and Contractor-sponsored Training.

4. **INTER-RELATIONSHIPS**

- 4.1 This DSD forms part of the SOW and inter-relates with the requirements of DSD-TNG-MGT.
- 4.2 This DSD must be applied in conjunction with Training Services defined in the Training Support requirements of the SOW and the other associated DSDs.

5. **APPLICABLE DOCUMENTS**

- 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include relevant references for the Training delivery Services). Do not include reference to Defence policy (eg, DI(G) PERS) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

| | |
|------|---|
| SADL | Systems Approach to Defence Learning Vocational Education and Training (VET) Quality Framework |
|------|---|

6. **SERVICE DESCRIPTION**

- 6.1 **Introduction**

- 6.1.1 **Scope of DSD**

Note to drafters: Provide a brief overview of the scope of the Training delivery Services.

- 6.1.1.1 The Contractor shall provide Training delivery Services, as described in this DSD, for the following Training courses:

- a. Commonwealth-sponsored Training, namely:
 - (i) [...INSERT COURSE NAME AND IDENTIFIER...]; and
 - (ii) [...INSERT COURSE NAME AND IDENTIFIER...]; and
- b. Contractor-sponsored Training, namely:
 - (i) [...INSERT COURSE NAME AND IDENTIFIER...]; and
 - (ii) [...INSERT COURSE NAME AND IDENTIFIER...].

- 6.2 **Services**

- 6.2.1 **General**

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause should be modified to ensure that only the applicable portion of each document is mandated on the Contractor. See also the guidance section of this DSD. Drafters

also need to select the appropriate governing plan for Training Support, as defined in clause 8.1 of the draft SOW.

6.2.1.1 The Contractor shall provide Training delivery Services in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'TSP' OR 'SSMP'...].

6.2.2 Training Course Details

6.2.2.1 The Contractor shall deliver each of the Training courses identified at clause 6.1.1.1 in accordance with the details in the associated table for that course.

Note to drafters: Copy the following table for each Training course required, and fill in the appropriate details or refer out to where those details are already documented.

| Course Name | [...INSERT COURSE NAME (AND IDENTIFIER)... |
|-----------------------------------|---|
| Panelling Authority | <p>Note to drafters: Option A will require the Contractor to be given approval for direct liaison with Defence agencies.</p> <p>Option A: For when the Contractor is to panel participants:</p> <p>The Contractor shall panel all students for each course to be conducted and provide a copy of the panel to the Commonwealth Representative [...INSERT NUMBER OF WEEKS...] weeks prior to each commencing.</p> <p>Option B: For when the Commonwealth is to panel participants and provide the information to the Contractor:</p> <p>The Commonwealth shall panel all students for each course to be conducted and provide a copy of the panel to the Contractor [...INSERT NUMBER OF WEEKS...] weeks prior to each course commencing.</p> |
| Course Duration | [...INSERT NUMBER OF DAYS...] days |
| Course Frequency | <p>Note to drafters: Refer to guidance for explanation.</p> <p>[...INSERT NUMBER OF TIMES...] courses per year</p> |
| Number of Students | [...INSERT NUMBER OF STUDENTS...] students per course |
| Learning Management Package (LMP) | <p>Note to drafters: Refer to guidance for explanation.</p> <p>[...INSERT APPLICABLE LMP REFERENCE...]</p> |
| Delivery Standard | <p>Note to drafters: refer to guidance for explanation.</p> <p>[...INSERT NUMBER OF APPLICABLE STANDARD...]</p> |
| Venue | <p>Note to drafters: Select an Option for Contractor and/or Commonwealth venues or virtual (on-line) delivery. For virtual Training, it will normally be necessary to refer to applicable procedures. Refer to guidance for more information.</p> <p>Option A: For when the Contractor is to provide the venue:</p> <p>The Contractor shall arrange the provision of the Training venues for this course.</p> <p>Option B: For when the Commonwealth is to provide the venue:</p> <p>The Commonwealth shall provide the following Training venues for this course:</p> <p>[...INSERT DETAILS (OR REFERENCES) OF COMMONWEALTH VENUES AND PERIOD OF AVAILABILITY FOR THIS COURSE, AS APPLICABLE...].</p> <p>Option C: For when the Training course is delivered virtually:</p> <p>The Contractor shall deliver the Training course virtually (on-line) using the [...INSERT SYSTEM NAME...] in accordance with the [...INSERT PROCEDURES...].</p> |

| | |
|---|---|
| Training Equipment and Training Materials | <p>Note to drafters: The Contractor should provide Training Equipment and Training Materials unless the Commonwealth has identified specific Training Equipment and Training Materials to be provided by the Commonwealth. Refer to guidance for more information.</p> <p>The Commonwealth shall provide: [...INSERT DETAILS (OR REFERENCE) FOR THE TRAINING EQUIPMENT AND TRAINING MATERIALS REQUIRED FOR THE COURSE...]</p> <p>The Contractor shall provide all other Training Equipment and Training Materials required for the course.</p> |
| Assessment | [...INSERT DETAILS (OR REFERENCE) FOR ASSESSMENT, INCLUDING COMPETENCY BASED TRAINING REQUIREMENTS...] |

6.2.3 Training Delivery

Option A: For when the Contractor is to prepare the schedule for Training delivery and assessment activities.

6.2.3.1 The Contractor shall incorporate its schedule of Training delivery and assessment activities into the overall Training schedule required under DSD-TNG-MGT.

Option B: For when the Commonwealth is to prepare and provide the Contractor with the schedule for Training delivery and assessment activities.

6.2.3.2 The Commonwealth shall develop a proposed schedule for the delivery of Training courses and associated assessment activities, programming these activities for a period of not less than [...INSERT NUMBER OF MONTHS ...] months in advance, or until the end of the Term where that period is less than [...INSERT NUMBER OF MONTHS ...] months.

6.2.3.3 Where the Commonwealth's proposed schedule for the delivery of Training courses and assessment activities is consistent with the requirements and constraints for each Training course identified under clause 6.2.2 or elsewhere in the Contract, the Contractor shall incorporate the Commonwealth's Training delivery schedule into the overall Training schedule required under DSD-TNG-MGT, except where otherwise agreed by the Commonwealth Representative.

6.2.3.4 Where the Commonwealth's proposed schedule for the delivery of Training courses and assessment activities is not consistent with the requirements and constraints for each Training course identified under clause 6.2.2 or elsewhere in the Contract:

- a. the Commonwealth shall firstly consult with the Contractor to determine whether there are any issues with meeting the proposed schedule, and any impacts that the proposed schedule may have on the Contractor's obligations under the Contract, including the SOW and other DSDs;
- b. where there are issues or potential impacts associated with the Commonwealth's proposed schedule, the parties shall negotiate in good faith to produce a schedule that meets the Commonwealth's Training requirements while minimising the Contractor's issues and potential impacts;
- c. if, after five Working Days since the start of negotiations under clause 6.2.3.4b, a schedule cannot be agreed, the Commonwealth Representative may issue a direction in relation to the schedule for the delivery of Training courses and assessment activities and the Contractor shall comply with this direction; and
- d. if the Commonwealth Representative issues a direction under clause 6.2.3.4c, the Contractor:
 - (i) may make a claim for performance relief and performance relief costs in relation to any affected Services; and
 - (ii) may submit a CCP in accordance with clause 11.1 of the COC to increase the price only for the delivery and assessment of Training courses.

6.2.3.5 The Contractor shall incorporate the Commonwealth's Training delivery schedule into the overall Training schedule required under DSD-TNG-MGT.

- 6.2.3.6** The Contractor shall deliver the Training courses and undertake programmed assessment activities in accordance with the Training schedule required under DSD-TNG-MGT.
- 6.2.3.7** The Contractor shall notify the Commonwealth Representative of any proposed amendment to the schedule for Training delivery and assessment activities no less than 15 Working Days before the scheduled start of any Training course affected by the proposed amendment.
- 6.2.3.8** Where the Commonwealth Representative, acting reasonably, does not agree to the Contractor's proposed amendment to the schedule for Training delivery and assessment activities, as advised in its notice under clause 6.2.3.7, the Contractor shall provide the required Training courses in accordance with the unamended schedule, except where otherwise agreed by the Commonwealth Representative.
- 6.2.3.9** The Commonwealth Representative shall notify the Contractor of any proposed amendment to the schedule for Training delivery and assessment activities no less than 15 Working Days before the scheduled start of any Training course affected by the proposed amendment.
- 6.2.3.10** Where the Contractor, acting reasonably, is unable to support the Commonwealth's proposed amendment to the schedule for Training delivery and assessment activities, as advised in its notice under clause 6.2.3.9, the parties shall negotiate in good faith to agree a revised Training schedule.
- 6.2.3.11** The Contractor shall ensure that the Training delivery and assessment does not deviate from the Approved [...INSERT LMPs and / or curriculum documentation...], except where otherwise agreed by the Commonwealth Representative.

6.2.4 Course Joining Instructions

Note to drafters: Include this clause only when the Contractor is to prepare and distribute joining instructions; otherwise, delete the clause and replace it with 'Not used'.

- 6.2.4.1** The Contractor shall prepare a course joining instruction for each course to be conducted and issue the instruction at least [...INSERT NUMBER OF WEEKS...] weeks prior to each course commencing to:
- a. each student on the panel,
 - b. the parent Defence unit for each student, and
 - c. the Commonwealth Representative.
- 6.2.4.2** Joining instructions issued in accordance with clause 6.2.4.1 shall contain sufficient information to enable each student to fully participate in the course, including:

Note to drafters: Amend the sub-clauses to identify the details required in joining instructions.

- a. course name;
- b. daily commencement and completion times;
- c. venue details;
- d. point of contact details; and
- e. [...DRAFTER TO INSERT...]

6.2.5 Commonwealth Training Venues

Note to drafters: If there are no Commonwealth provided venues for the delivery of Training the following clause can be replaced with 'Not used'.

- 6.2.5.1** Where a Training course is to be delivered at a Commonwealth-provided venue, the Contractor shall set-up and safely and correctly operate the Training venue, and return it in a serviceable condition after each course or individual Training period within a course (as applicable), except where otherwise agreed by the Commonwealth Representative.

6.2.6 Training Equipment

6.2.6.1 If the Training Equipment required for a Training course is either owned or arranged for use by the Commonwealth, the Contractor shall set-up, safely and correctly operate the Training Equipment, and return it in a serviceable condition after use to the location specified by the Commonwealth Representative.

6.2.6.2 If a Training venue is provided by the Commonwealth and Training Equipment is provided by the Contractor, the Contractor shall set-up all Training Equipment such that the Training course can be provided in accordance with the LMP applicable to that Training.

6.2.7 Training Materials

6.2.7.1 Except as otherwise identified under clause 6.2.2, the Contractor shall provide all student notes and other consumable materials required for the delivery of Training.

6.2.8 Assessment

6.2.8.1 The Contractor's assessment of students shall not deviate from the assessment strategy and standards within the Approved [...SELECT LMPs and / or curriculum documentation...], without the Approval of the Commonwealth Representative.

Note to drafters: Select one or both of the following options based on requirements. If the Contractor is given access to a Defence information system for entering student data, note that training may be added via clause 3.16 of the SOW.

Option: Include when results are to be provided to a Commonwealth Training Manager by notice (ie, email).

6.2.8.2 Within two Working Days of the completion of each Training and assessment program, the Contractor shall notify [...INSERT COMMONWEALTH TRAINING MANAGER...] of the assessment results for each student.

Option: Include when results are to be entered into a Commonwealth information system.

6.2.8.3 Within two Working Days of the completion of each Training and assessment program, the Contractor shall record the assessment results for each student in the [...INSERT DETAILS OF training Information System...].

6.2.8.4 Within five Working Days of the completion of each Training and assessment program, the Contractor shall provide or deliver to each student, who successfully completes the Training, a statement of attainment, record of attainment, certificate of attendance, or other certificate, as applicable to each Training program and student.

6.2.9 Post-Training Reporting

6.2.9.1 The Contractor shall:

- a. prepare a post-Training report, in the Contractor's format, for each course completed; and
- b. deliver the report to the Commonwealth Representative within 10 Working Days of the completion of that course.

6.2.9.2 Within the post-Training report required by clause 6.2.9.1, the Contractor shall address the reporting requirements specified at clause 8.2 of the SOW (for the Training section of the Combined Services Summary Report), as applicable to the individual Training course.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-TNG-MGT

(TRAINING MANAGEMENT SERVICES)

| | |
|------------------|---|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | Refer to 'Description and Intended Use'. |
| <u>Policy:</u> | Defence Learning Manual (DLM) Refer to applicable single service Training manuals. |
| <u>Guidance:</u> | This DSD acts as the head or lead DSD for Training Services. Additional DSDs can fit under the framework set up by this DSD. In particular, Training program evaluations, upkeep and amendment of Training courses are addressed in DSD-TNG-TMS, delivery of individual courses is addressed in DSD-TNG-DEL, and support of Training Equipment is addressed in clause 9.4 of the SOW. Drafters should also seek guidance from their Service Training advisor. |

Related Clauses/Documents:

DSD-TNG-DEL
DSD-TNG-TMS
Draft SOW clause 9.4, Training Equipment
DID-TNG-TSP

Optional Clauses: None

5. APPLICABLE DOCUMENTS

| | |
|------------------|---|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To identify documents applicable to providing Training Services. |
| <u>Policy:</u> | DLM |
| <u>Guidance:</u> | Drafters need to edit the list of applicable documents to suit the Training Services in this DSD. Other relevant documents may be added, but drafters must not include references to broad Defence policy (unless the policy explicitly states that it is applicable to contractors), otherwise these are open to interpretation within a contract and their applicability is usually limited to Defence Personnel. Drafters should note that the references in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 may need to be modified if only a portion of the applicable documents are relevant to the required Training Services. |

Related Clauses/Documents:

Clause 6.2.1.1 of this DSD.

Optional Clauses: None

6.2.1 Training Management

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To require the Contractor to plan and manage the required Training Services. |
| <u>Policy:</u> | DLM |
| <u>Guidance:</u> | As a basis for Training standards, Defence policy aligns to Australia's Vocational Education and Training (VET) Quality Framework, with Defence training units being Registered Training Organisations (RTOs). Course documentation is also similar to that required by the <i>Standards for Vocational Education and Training (VET) Accredited Courses 2012</i> , whether or not an individual Training course is nationally recognised. This approach is extended to contracts, with the Contractor either being |

an RTO or providing Training Services under the management system of a Defence RTO. The choice between these options determines the selection of Options A and B when tailoring clause 6.2.1.

If the Contractor is to assess achievement against nationally recognised VET units of competency, for which they must be registered providers, then Option A, for the Contractor to be an RTO, must be selected. If a Defence RTO will issue the related qualifications, then Option B, for the Contractor to work under a Defence RTO's quality system, may be chosen.

If none of the Training relates to VET qualification (eg, because it relates to specific Defence equipment), then Option B remains suitable. Even though competencies may not be nationally recognised, an RTO's obligations for Training management, student records and assessment standards are still applied through the Defence RTO to ensure consistent management of Training for Defence staff.

If the Contractor is to provide some Training as an RTO and other Training under a Defence RTO, then both options may be retained and modified (ie, by removal of reference to 'all' Training). Additional details should be included to identify the applicability of courses to each RTO.

At clause 6.2.1.1, drafters should identify if the Contractor should plan and manage Training in accordance with a stand-alone Training Support Plan (TSP) or within the SSMP. These clauses should match the selection in clause 8.1 of the draft SOW. Note that if the Contractor is an RTO they must meet minimum standards for Training organisation plans and procedures; hence, Contract-specific plans will most likely to refer to these and not be overly detailed themselves.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP

Optional Clauses: None

6.2.2 Training Information System

Status: Optional

Purpose: To identify the requirement for a Training information system and, in particular, whether on-line access to a Defence Training information system will be provided.

Policy: TBD

Guidance: A Training information system is compulsory for the recording of Training information regarding course participation, results and awarded qualifications. Notwithstanding, this clause is optional because a Training information system may not be necessary for smaller Training contracts or where the Commonwealth manages the Training information and the provision of assessment results and course reporting through DSD-TNG-DEL provide the additional information required. If a Training information system is not required, the clauses under 6.2.2 may be deleted and replaced with 'Not used'.

When a Training information system is required, drafters must insert the governing plan for Training into clause 6.2.2.1 and, where necessary, amend the list of functions that the Training information system must be able to provide.

The list of information requirements includes, by default, data required to satisfy reporting needs for the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS). More information on AVETMISS is available from the National Centre for Vocational Education Research (NCVER) website (<https://www.ncver.edu.au/rto-hub/avetmiss-support-for-rtos>). If the courses are not nationally recognised, then this last data requirement may not be required and can be removed; however, more detailed requirements may need to be added to the list. Drafters should seek advice from the Defence Training unit or Service RTO for further information regarding the data required.

The drafter should select from the optional clauses: Options A and B. Option A should be selected when the Contractor will be provided on-line access to a

Commonwealth-owned (or licensed) Training information system, such as Patriot Excalibur (PEX) for aircrew training, or other Commonwealth system.

Option A would be applicable where the Contractor is working on a Defence site or the Commonwealth will provide system access to an off-site Training facility owned by the Contractor. If chosen, options A-1 or A-2 must be selected depending on exclusive access to the system (ie, as GFE) or shared access. Shared access may occur where the facility is shared with Defence staff or another contractor. Details of GFE and GFS will need to be added to Attachment E when applicable.

Drafters should note that training in Commonwealth-provided information systems is covered under clause 3.17 of the SOW, and additional clauses are not required here. Drafters must, however, plan for the provision of this training.

Smaller Training contracts may not warrant the cost of an on-line connection to the Commonwealth system, but the Contractor may still be required to manage Training information. In these instances, the requirements for reporting of Training information to the Commonwealth may need to be identified and an appropriate DID developed, added to the CDRL, and referred to from Option B (noting that, if part of VET Training, reference to AVETMISS may reduce the detail required).

It is also possible for a Contractor to have both on-line access, while located at a Defence facility, and to not have access at another location where Services are provided. If this is expected when drafting the RFT, the drafter will need to include and tailor both Options A and B.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP

Draft SOW clause 3.13.3, Information Systems Security

Draft SOW clause 3.16, Mandated Defence Information Systems

Draft SOW clause 9.2, Technical Data

Draft SOW clause 9.7, Computer Support

DSD-TNG-DEL, for related Training assessment and reporting requirements

Attachment E, for GFM and GFS

Attachment O, Government Furnished Facilities

Optional Clauses: None

6.2.3 Learning Review Boards

Status: Optional

Purpose: To require Contractor participation in Commonwealth Training program review boards.

Policy: TBD

Guidance: Learning Review Boards are established to provide oversight and strategic direction to Defence Training activities, irrespective of whether or not a contractor is required to manage and deliver some or all of that Training.

These Services are optional and may not be necessary for smaller Training programs or for Contractor-sponsored Training, particularly where the Contractor delivers Training packages for nationally recognised VET courses. In such cases, the clauses under 6.2.3 may be replaced with a single 'Not used'.

Learning Review Boards are normally established where there is a significant quantity of Training required and/or specific needs (ie, such as safety) that are highly dependent upon the competencies provided through that Training. Learning Review Boards form part of the evaluation processes under the SADL. As such, the Learning Review Boards consider information in relation to the effectiveness of Training, including feedback from Training courses, ongoing assessments, and proposals for changes to Training. Where the Contractor is delivering Training, performing

assessments, and/or managing LMPs, then there is generally a requirement for the Contractor to be present at Learning Review Board meetings.

The Contractor may need to be a member of the Commonwealth's Learning Review Boards because it may be the subject matter expert or have a better appreciation of the contractual implications of any proposed changes to the Training program.

The Contractor's participation in Learning Review Boards is managed as an ad hoc meeting, in accordance with clause 3.4.6 of the SOW. This clause has standard arrangements for meeting locations and chairing, which are superseded by the requirements of this clause. Drafters should review clause 6.2.3 and SOW clause 3.4.6 to identify the need for any further exemptions from standard ad hoc meeting arrangements. Drafters should then modify clause 6.2.3.2 to ensure that any additional requirements (ie, alternatives to the provisions for ad hoc meetings) are included to suit the scope of the Training requirement and the Commonwealth's envisaged Training-management arrangements.

Drafters need to identify the number and duration of Learning Review Board meetings to be attended by the Contractor on an annual basis and modify clause 6.2.3.5 accordingly. This is included as a Recurring Service, with any additional effort managed as an S&Q Service.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP
Draft SOW clause 3.4.6, Ad Hoc Meetings

Optional Clauses: None

6.2.4 Authorised Training Personnel

Status: Optional

Purpose: To ensure that Contractor Training personnel are suitably capable and authorised.

Policy: TBD

Guidance: Drafters need to amend draft clause 6.2.4.1 by inserting either the TSP or SSMP, as applicable. Drafters should also amend the clauses under this heading to suit specific requirements. For example, it may not always be applicable for the Contractor's Training Personnel to hold the identified Certificate IV.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP, for managing Training staff qualifications and experience.

Optional Clauses: None

6.2.5 Initial Review of Commonwealth Training Materials

Status: Core

Purpose: To ensure that the Training Materials are complete and suitable for the provision of the required Training Services.

Guidance: Training Materials are to be provided by the Contractor with the exception of GFI / GFD listed in Attachment E. Training Materials provided by the Commonwealth will include the Learning Management Packages (LMPs) for those Training courses owned or sponsored by Defence. In this instance, 'sponsored' includes courses that Defence provides materials for but where the course is actually 'owned' by a third party. These courses may be owned by an original equipment manufacturer and access to materials is provided to the Contractor (eg, with appropriate IP licencing arrangements).

GFM must be inspected by the Contractor prior to use, in accordance with SOW clause 3.11. As Training Materials are not always used immediately after OD, a longer review / inspection period may be agreed with the Commonwealth Representative.

If the Training Materials are found to be inadequate, the Commonwealth Representative may choose to address the shortfall through Defence sources, or ask the Contractor to provide Services in accordance with DSD-TNG-TMS to rectify the shortfall. DSD-TNG-TMS allows for Services ranging from the minor maintenance of Training Materials up to the full redevelopment of Training courses.

Related Clauses/Documents:

Clause 3.6 of the COC

Draft SOW clause 3.11 Contractor Managed Commonwealth Assets (CMCA)

DSD-TNG-TMS, for maintenance updates and changes to Training Materials.

Optional Clauses: None

6.2.6 Training Evaluation – Commonwealth-sponsored Training

Status: Optional

Purpose: To require the Contractor to evaluate the Commonwealth-sponsored elements of the Training program, from time-to-time, for on-going applicability and currency.

Policy: TBD

Guidance: This clause requires an evaluation of Training courses that are 'sponsored' by Defence (the Commonwealth). Commonwealth-sponsored Training courses include those that Defence owns as well as Training recognised within the VET system for which Defence has a customised Training Materials – these training packages (but not necessarily the delivery materials) may be owned by third parties. 'Sponsored' courses may also include those where the Commonwealth obtains materials from original equipment manufacturers and provides these to the Contractor. Essentially, 'Commonwealth-sponsored' is everything other than the Training courses that the Contractor brings to the Contract (refer clause 6.2.7). This evaluation of the Training program is used to determine the suitability of courses, as defined by the LMPs, or other training packages, for their intended purpose. This is different to the evaluating individual courses, which is addressed by post-Training reports in DSD-TNG-DEL.

This clause is optional and drafters should be aware that the SADL recommends that evaluations should be performed by Defence; however, a contractor may evaluate Training for reasons listed below. If evaluations will be performed entirely by Defence, then the clauses under 6.2.6 may be replaced with a single 'Not used'.

There are a number of reasons why the Commonwealth may wish to have the Contractor evaluate a Training program, including:

- a. to validate that the LMP remains consistent with the configuration of related Products, particularly if the update of Training Materials was not included within the scope of a Major Change;
- b. to ensure that the LMP is consistent with the changes to legislation, policy, or organisational and environmental needs (eg, does Training need to be revised prior to system deployment into a new environment?);
- c. to Verify that the Training Materials remain consistent with Units of Competency specifications;
- d. where the effort required is beyond Defence's available resources; or
- e. as required from time-to-time to fulfil obligations as an RTO regarding amendments to Units of Competency or other VET requirements.

The clause includes a list of various considerations. The outcome is a report covering these considerations and recommendations made by the Contractor.

If these Services are required, the drafter should insert the relevant references at clause 6.2.6.2. Refer also to the 'Evaluate Phase' in the SADL.

As the scope of this work can be difficult to quantify, these evaluations may be performed as S&Q Services; however, if the scope is predictable or can be accommodated within the envisaged number of Contractor Training personnel, then

optional clause 6.2.6.4 may be deleted (noting that all Services are Recurring Services unless stated otherwise).

Related Clauses/Documents:

Refer to DSD-TNG-TMS for the maintenance and update of Training Materials (minor changes) and the development of changes to Training (more significant changes), which often result from Training evaluations.

Optional Clauses: None

6.2.7 Training Evaluation – Contractor-sponsored Training

Status: Optional

Purpose: To require the Contractor to evaluate the Contractor-owned elements of the Training program, from time-to-time, for on-going applicability and currency.

Policy: TBD

Guidance: This clause requires the Contractor to undertake an evaluation of the Training courses that the Contractor brings to the Contract. This would typically cover Training provided by the Contractor as an original equipment manufacturer (or their representative) or courses recognised under the VET and offered to several customers, rather than being bespoke Training for Defence.

The clause ensures that the Contractor-owned Training remains relevant to Defence staff and Training needs. If the Contractor provides common Training to several customers, and is accredited under the VET, then the cost of these evaluations is more likely to be included as an overhead for the RTO and the clauses may not be required. If not required, the clauses should be replaced with 'Not used'.

If included, drafters must insert the governing plan for Training in clause 6.2.7.2.

Related Clauses/Documents:

DSD-TNG-TMS for development of changes to Training.

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-TNG-MGT-V5.2
2. **TITLE:** TRAINING MANAGEMENT SERVICES
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements associated with the management of Training Services.
 - 3.2 This DSD is intended to be used to implement the management and administrative functions of Training Support. It does not address updates to Training Materials, delivery of individual Training courses, or the support of Training Equipment.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Training Services defined in the Training Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Training Services). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Drafters should note that Defence Training policy requires that the SADL is applied to all Defence Training and in most cases reference to the SADL should meet the requirements for all Training. Drafters should consult the relevant single service Training authorities to determine the need for reference to single service Training manuals.

| | |
|--|---|
| SADL | Systems Approach to Defence Learning |
| ANP3702 | Royal Australian Navy Training |
| Army Training Instruction (ATI) 1-9/15 | Developing Training for New Capabilities |
| MAFET | Manual of Air Force Education and Training |
| | Vocational Education and Training (VET) Quality Framework |

6. SERVICE DESCRIPTION**6.1 Introduction****6.1.1 Scope of DSD**

Note to drafters: Amend the following clause to suit the specific requirements of the draft Contract. This overview should address generic Training management issues and avoid addressing the content of Training delivery (DID-TNG-DEL), Training Materials support (DID-TNG-TMS), or support of Training Equipment (clause 9.4 of the SOW).

- 6.1.1.1 The Contractor shall manage Training Services, as described in the DSD, for:
 - a. meeting obligations of the Vocational Education and Training (VET) Quality Framework to enable Training from VET training packages to be delivered under the Contract, including obligations related to the Contractor's scope of registration and reporting;
 - b. the provision and coordination of Authorised Training Personnel and Training resources necessary to meet the requirements of the Contract;
 - c. the coordination of Training activities, including liaison with the Commonwealth;
 - d. the Contractor-delivered Training courses identified in DSD-TNG-DEL; and

- e. the Commonwealth-delivered Training courses for which the Contractor has been allocated particular responsibilities under the Contract.

6.2 Services

6.2.1 Training Management

Note to drafters: Drafters need to select the appropriate governing plan for Training Support, as defined in clause 8 of the SOW. If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause should be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

- 6.2.1.1 The Contractor shall provide Training Services in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'TSP' OR 'SSMP'...].

Option A: For when the Contractor is to analyse Training needs, design, develop, deliver and/or assess Training and confer nationally recognised awards in its own right.

- 6.2.1.2 The Contractor shall attain Registered Training Organisation (RTO) status with the appropriate qualifications listed under their scope of registration on or before the Operative Date.

- 6.2.1.3 The Contractor shall maintain the appropriate qualifications within its scope of registration for the Term.

- 6.2.1.4 The Contractor shall ensure that all Training activities that are associated with the award of nationally recognised VET qualifications comply with the requirements of the VET Quality Framework.

Option B: For when the Contractor is to analyse Training needs, design, develop, deliver and/or assess Training for award of qualification(s) under the scope of Defence RTO.

- 6.2.1.5 The Contractor shall ensure that all Training activities, as described in the Approved [...INSERT 'TSP' OR 'SSMP'...], comply with the SADL and the [... INSERT DEFENCE RTO TRAINING DOCUMENTATION ...].

Note to drafters: If the timing requirements for the delivery of initial Training courses is not explicit in DSD-TNG-DEL, drafters should develop an initial Training delivery schedule to inform the RFT, based on the periodicity of delivery for each course described in clause 6.1.1.

- 6.2.1.6 The Contractor shall maintain a schedule of known Training Services, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

- 6.2.1.7 The Contractor shall provide a copy of the Contractor's Training schedule in the format requested and within five Working Days (or other timeframe as agreed between both parties) of a request for this schedule from the Commonwealth Representative.

Option: If the requirement for an SSMS is included in the SOW.

- 6.2.1.8 The Contractor shall incorporate the Contractor's Training schedule into the SSMS required under clause 3.2.2 of the SOW.

6.2.2 Training Information System

Note to drafters: If not required, replace this clause with 'Not used'. Drafters must insert the governing plan for Training Support when using this clause. Drafters should also amend the clause to reflect the specific requirements needed for a Training information system.

- 6.2.2.1 The Contractor shall use a Training information system, in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...], for the management of the Training Services required under the Contract to:

- a. manage the Training delivery and assessment program;
- b. record student assessment results, including records of attainment;
- c. record the results of Training evaluations; and

- d. where not included in the above, all additional information necessary to meet reporting requirements for the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS).

6.2.2.2 The Contractor shall ensure that Training Services undertaken by Subcontractors are entered into the Training information system, as applicable, for the functions identified in clause 6.2.2.1.

Note to drafters: *Select from the optional clauses A (including A-1 and A-2) or B below, based on whether or not the Contractor will be provided on-line access to a Defence Training information system. If access will be provided, then select Option A-1 and update Attachment E if the system is provided for their exclusive use, or Option A-2 when shared with Defence staff or another contractor.*

Training in Commonwealth-provided information systems is addressed in clause 3.17 of the SOW.

Option A: For when the Contractor will be provided with on-line access to a Defence Training information system, the name of the system must be inserted into the applicable clauses below.

6.2.2.3 The Commonwealth shall provide the Contractor with on-line access to the Defence Training information system, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.2.1 for this Contract.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence Training information system.

6.2.2.4 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence Training information system.

6.2.2.5 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence Training information system and the Contractor will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements (where this exceeds the reporting requirements of DSD-TNG-DEL) will need to be developed by the drafter, to enable data to be transferred to a Defence Training information system. In this situation, clause 6.2.2.8 should also be modified to incorporate the appropriate CDRL reference.

6.2.2.6 The Contractor shall implement a Training information system to meet the requirements of clause 6.2.2.1.

6.2.2.7 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's Training information system for the duration of the Contract.

6.2.2.8 The Contractor shall develop, deliver and update Training management, administration and reporting data, for entry into the Defence computerised Training information system, in accordance with CDRL Line Number TNG-[...INSERT CDRL LINE NUMBER...].

6.2.3 Learning Review Boards

Note to drafters: *Where a specific name is given to the 'Learning Review Board', that name should replace the generic term used in the following clauses.*

6.2.3.1 The Contractor shall participate in Learning Review Boards, as a non-voting advisor, to ensure that the impact of any proposed change to the Learning Management Packages (LMPs) on the Contract scope can be considered by the Learning Review Board.

Note to drafters: *Amend the exclusions from the normal ad hoc meeting provisions in the following clause to suit the specific requirements of the Contract.*

6.2.3.2 The parties shall conduct the preparation, notice and follow-up to the Learning Review Boards as identified in clause 6.2.3.1 in accordance with clause 3.4.6 (Ad Hoc Meetings)

of the SOW, except that the Learning Review Board shall be held at [...INSERT LOCATION(S) ...] and chaired by [...INSERT APPOINTMENT OF CHAIR...].

- 6.2.3.3** Subject to clause 6.2.3.4, all proposed changes to Approved LMPs shall be ratified by the Learning Review Board prior to the Commonwealth Representative providing their Approval of the updated LMP in accordance with clause 2.4 of the SOW.
- 6.2.3.4** In the event that any proposed change to an Approved LMP would result in a change to the Contract, the Contractor shall prepare and submit a CCP in accordance with clause 11.1 of the COC.
- 6.2.3.5** The Commonwealth shall convene Learning Review Boards on an as-required basis. Where the Contractor is required to attend more than [...INSERT NUMBER, EG, four ...] Learning Review Boards per calendar year, attendance at any additional Learning Review Boards in that calendar year shall be undertaken as an S&Q Service.
- 6.2.4** **Authorised Training Personnel**

Note to drafters: In the following clause, drafters need to select the appropriate governing plan for Training Support, as defined in clause 8 of the SOW.

- 6.2.4.1** The Contractor shall engage only the authorised Training Personnel, as defined by the required Training positions in the Approved [...INSERT 'TSP' OR 'SSMP'...], for the period of the applicable Training Service.
- 6.2.4.2** The Contractor shall ensure that all Personnel engaged to conduct performance needs analysis, Training development, Training delivery, Training assessment and/or Training evaluation shall hold, as a minimum, a Certificate IV in Training and Assessment, except where otherwise agreed by the Commonwealth Representative.
- 6.2.4.3** The Contractor shall ensure that the qualifications and experience of Training Personnel are sustained throughout the Term.
- 6.2.4.4** The Contractor shall ensure that all Personnel engaged in Training delivery and/or assessment of competency-based training are current in the competencies applicable to the Training being delivered.
- 6.2.5** **Initial Review of Commonwealth Training Materials**

Note to drafters: Commonwealth Training Materials, including LMPs, must be identified as GFI or GFD within Attachment E. Where the Contract does not include DSD-TNG-TMS, update of the LMP remains a Commonwealth responsibility and clause 6.2.5.2 should be deleted (or modified to require the Contractor to update the Training Materials as an S&Q Service). For further information, refer to guidance.

- 6.2.5.1** The Contractor shall provide all of the Training Materials necessary for the provision of Training Services under the Contract, with the exception of the Training Materials provided as GFI or GFD, as detailed in Attachment E.
- 6.2.5.2** Where, as a result of inspecting any Training Materials provided as GFM in accordance with clause 3.11 of the SOW, the Contractor reports to the Commonwealth Representative that the Training Materials are unsatisfactory or otherwise require changes, the Commonwealth Representative may direct the Contractor to update the Training Materials in accordance with DSD-TNG-TMS.
- 6.2.6** **Training Evaluation – Commonwealth-sponsored Training**

Note to drafters: Training evaluation takes a longer-term view of the success or otherwise of a Training program rather than a view of individual courses. Refer to guidance.

- 6.2.6.1** When requested by the Commonwealth Representative, in writing, the Contractor shall conduct an evaluation of the Commonwealth-sponsored Training identified in the request to Validate the Training, including the Training Equipment, Training Materials, and the Training delivery and assessment methods.
- 6.2.6.2** The Contractor shall conduct the Training evaluation in accordance with the Commonwealth's request under clause 6.2.6.1 and the Approved [...INSERT 'TSP' OR 'SSMP'...].

- 6.2.6.3** At the conclusion of the Training evaluation, the Contractor shall provide the Commonwealth Representative with a report that includes a summary of the evaluation activity, the identified results, and any recommended changes to the Training Equipment, Training Materials, and Training delivery and assessment methods.

Option: Include the following clause if the conduct of Training evaluations will not be included as a Recurring Service.

- 6.2.6.4** The Contractor shall conduct Training evaluations in accordance with this clause 6.2.6 as S&Q Services.

6.2.7 Training Evaluation – Contractor-sponsored Training

Note to drafters: The following clauses are relevant if the Contractor will be delivering Contractor-sponsored Training. Refer to guidance for further information.

- 6.2.7.1** For Contractor-sponsored Training, the Contractor shall maintain and update the associated LMPs, in accordance with AQTF requirements (if applicable) and the Approved [...INSERT 'TSP' OR 'SSMP'...].
- 6.2.7.2** Where an update to a Contractor-sponsored Training program is required, including as a result of clause 6.2.7.1, the Contractor shall advise the Commonwealth Representative of any related impacts on the Training Services and/or Commonwealth LMPs within 10 Working Days of the Contractor becoming aware of the impacts of the update.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR TRAINING MATERIALS SUPPORT SERVICES

(DSD-TNG-TMS)

| | |
|-----------------------------------|---|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | Refer to 'Description and Intended Use'. |
| <u>Policy:</u> | <i>Defence Learning Manual (DLM)</i> , including the <i>Systems Approach to Defence Learning (SADL)</i> Refer to applicable single service Training manuals. |
| <u>Guidance:</u> | This DSD covers the evaluation and update of Training Materials, including by updating Training Requirements Specifications (TRSs) and the Training Materials contained within Learning Management Packages (LMPs). Clauses 6.2.2 and, collectively, 6.2.3, 6.2.4 and 6.2.5 are optional; however, at least 6.2.2 or the other clauses are required for this DSD to operate effectively. Clauses 6.2.3 to 6.2.5, for changes to Commonwealth-sponsored Training Materials, are intended for use when the changes to Training Materials exceed the scope of clause 6.2.2. It is also possible for Defence staff to incorporate minor changes, when Defence personnel also deliver Training, and for the Contractor to perform more significant changes to the Training Materials and clauses 6.2.3 to 6.2.5 may be used without clause 6.2.2 under these circumstances. |
| <u>Related Clauses/Documents:</u> | DSD-TNG-MGT DSD-TNG-DEL DID-TNG-TSP DID-ILS-DEF-TRS DID-ILS-TNG-LMP |
| <u>Optional Clauses:</u> | None |

5. APPLICABLE DOCUMENTS

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To identify the documents applicable to providing Training Services. |
| <u>Policy:</u> | DLM |
| <u>Guidance:</u> | Edit the listing of the applicable documents to suit the required Services. The default list includes documents for each environment which are applicable to Training Services. Other documents may be added. Note that DID-TNG-TSP refers to this list for the development of the Contractor's Training Support Plan. |

Related Clauses/Documents: None

Optional Clauses: None

6.1.1 Scope of DSD

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|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To identify the sets of Training Materials, by relevant Training course, which are supported within the scope of this DSD. |
| <u>Policy:</u> | Nil |
| <u>Guidance:</u> | The scope of the Services covered by this DSD relates to Training Materials identified at Annex A to the SOW and may include both Commonwealth-sponsored Training and Contractor-sponsored Training (refer to the Glossary for definitions). |

Commonwealth Training Materials should be provided to the Contractor in the form of a LMP for each course, which may include the TRS for that course. The LMPs should contain the materials necessary to conduct Training courses, including assessment and evaluation materials. Additional Training Materials often include other Technical Data (eg, operator and maintenance manuals) that are provided as part of a Technical Data library.

Related Clauses/Documents:

DSD-TNG-SERV
DSD-TNG-DEL
SOW Annex A, Section 6

Optional Clauses: None

6.2.1 General

Status: Core

Purpose: To require the Contractor to manage the evaluation and maintenance of Training Materials in accordance with the Approved governing plan (ie, TSP or SSMP).

Policy: Nil

Guidance: Drafters need to insert the governing plan into this clause 6.2.1. This should be the same plan that was included in clause 8.1 of the draft SOW.

Related Clauses/Documents:

DID-TNG-TSP
DID-SSM-SSMP

Optional Clauses: None

6.2.2 Maintenance of Training Materials for Commonwealth-sponsored Training

Status: Optional

Purpose: To require the Contractor to maintain the LMP(s) for Commonwealth-sponsored Training courses.

Policy: Nil

Guidance: The Commonwealth may wish to have the Contractor maintain the Training Materials contained within the LMPs. This primarily includes the Training Materials for Training delivery, but could include editorial changes to other parts of a LMP. Maintenance may be required as a result the Contractor identifying minor errors during Training delivery, or changes to referenced documents and organisations. Maintenance updates can also result from Training program evaluations, under DSD-TNG-MGT, if the requirement is only minor.

If minor updates to the Training Materials will be performed by Defence or a third party (eg, if the Contractor maintains the LMP but does not deliver Training), then these clauses may not be required and may be replaced with 'Not used'.

The scope of this work is generally minor and often undertaken as a Recurring Service by Contractor staff employed on a number of Training Support and related administrative tasks. If the scope is likely to be considerable, and not covered by Recurring Services, then the optional clause for S&Q Service may be included.

Related Clauses/Documents:

DSD-TNG-SERV

Optional Clauses: None.

6.2.3 Analyse Change Requests for Training

Status: Optional

Purpose: To require the Contractor to analyse requests for changes to the Training Materials including, if required, the TRSs and any other element of the LMPs.

Policy: Nil

Guidance: This clause requires the Contractor to scope the effort involved in developing an update to Training. This is the first of three clauses (6.2.3, 6.2.4 and 6.2.5) that establishes a framework for undertaking changes to Training.

Depending on the nature of the trigger, changes may be required to various Training Materials, including the TRS and different sections of the LMPs. These documents are sequential in development (eg, a change to competencies will change the TRS and all of the LMP sections; however, a change to the curriculum may only affect sections of the LMP).

The analysis of a proposed change to Training could be triggered by evaluation results (refer DSD-TNG-MGT), intended to complement a Major Change, as a revision of preferred Training delivery methods, or another event.

Clause 6.2.3 identifies Training Materials to be considered when analysing a change. Drafter's may amend this list if more specific detail is required, The result of this clause is a report that includes the scope of work and schedule should the change to Training proceed under clauses 6.2.4 and 6.2.5.

Related Clauses/Documents:

Clause 6.2.4, Developmental Activities for Changes to Training

Clause 6.2.5, Mandated System Reviews for Training Development

DSD-TNG-MGT for overall Training management

Optional Clauses: None

6.2.4 Developmental Activities for Changes to Training

Status: Optional

Purpose: To require the Contractor to develop changes to the Training Materials including, if required, changes to the TRS and any element of the LMP.

Policy: Nil

Guidance: This clause requires the Contractor to develop changes to Commonwealth-sponsored Training courses. The clause is structured around the five-phases described in the SADL, with the initial evaluation conducted under DSD-TNG-MGT, then the 'analyse, design, develop, conduct (as a pilot course) and evaluate (the pilot course) phases' under this DSD, thereby completing the cycle.

This clause, along with clauses 6.2.3 and 6.2.5, provides a framework to develop changes to Training as S&Q Services. The scope for an individual change will be defined within an S&Q Order based on clause 6.2.4.4. For example, if the change relates only to a Training and Assessment strategy, then the S&Q Order may begin with the 'design activities' (clause 6.2.4.46.2.4.4d) because the TRS, a result of the 'analyse' activities (clause 6.2.4.46.2.4.4c), is unaffected. Accordingly, the clauses can be retained without change as the individual tasks are tailored by the S&Q orders.

The template clauses require the major products of the process (ie, TRS, Draft LMPs and Final LMPs including the Training Materials) to be delivered as data items to the Commonwealth. Other intermediate products used by the SADL as part of the Training cycle are considered to be supporting information made available under clause 6.2.4.46.2.4.4o. Alternatively, additional Deliverables could be added to this clause or through the individual S&Q Order.

DID-ILS-DEF-TRS and DID-ILS-DES-LMP, sourced from the *ASDEFCON (Strategic Materiel)* templates, define the requirements for a TRS and LMP, respectively. These DIDs are mostly relevant for new TRSs and LMPs but, in the case of updates, the Contractor will primarily be amending existing documents.

These clauses may be used in conjunction with the development of a Major Change (refer DSD-ENG-SERV), and sub-clauses within this clause 6.2.4 may be referenced within the one S&Q Order under which a Major Change is developed.

Related Clauses/Documents:

Clause 6.2.3, Analyse Change Requests for Training

Clause 6.2.5, Mandated System Reviews for Training Development

DSD-TNG-MGT for overall Training management, including RTO requirements

DSD-ENG-SERV for the development of Major Changes

DID-ILS-DEF-TRS, which specifies requirements for Contractor-provided data in a TRS

DID-ILS-DES-LMP, which specifies requirements for Contractor-provided data in a LMP

Optional Clauses: None

6.2.5 Mandated System Reviews for Training Development

Status: Optional

Purpose: To provide a structured mechanism by which the Commonwealth gains insight into the Contractor's development or update of Training courses.

Policy: Nil

Guidance: This clause requires the Contractor to undertake Mandated System Reviews, specifically targeted at Training development, to enable the Commonwealth to understand the progress of the development program and to action (Review, Approve or Accept) the resulting deliverables. Mandated System Reviews also allow for the Commonwealth to plan involvement (eg, in preparation for the delivery and Verification of new or modified Training courses).

The clauses for Mandated System Reviews are provided in DSD-ENG-SERV. If DSD-ENG-SERV is not included in the Contract, the applicable clauses will need to be copied from that DSD and included under this clause.

Like clauses 6.2.3 and 6.2.4, clause 6.2.5 sets up a framework for developing changes to Training that is adapted to each change through an S&Q Order (scoped under clause 6.2.3). Accordingly, unless additional formal reviews are to be added to the framework, there is no need to amend this clause.

Related Clauses/Documents:

Clause 6.2.3, Analyse Change Requests for Training

Clause 6.2.4, Developmental Activities for Changes to Training

DSD-ENG-SERV for the clauses relating to Mandated System Reviews

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-TNG-TMS-V5.2
2. **TITLE:** TRAINING MATERIALS SUPPORT SERVICES
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements for evaluating and updating Training Materials as part of the Services to be provided, including in relation to both Commonwealth-sponsored Training and Contractor-sponsored Training.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Training Services defined in the Training Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below for the requirements of this DSD (ie, include relevant references for the upkeep of Training Materials). Do not include reference to Defence policy (eg, Defence Learning Manual) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Drafters should note that Defence policy requires the Systems Approach to Defence Learning to be applied to all Defence training. Drafters should consult the relevant service training authorities to determine the need for reference to single service training manuals.

| | |
|--|--|
| SADL | <i>Systems Approach to Defence Learning</i> |
| ANP3702 | <i>Royal Australian Navy Training</i> |
| Army Training Instruction (ATI) 1-9/15 | <i>Developing Training for New Capabilities</i> |
| | <i>Standards for Vocational Education and Training (VET) Accredited Courses 2021</i> |

6. SERVICE DESCRIPTION**6.1 Introduction****6.1.1 Scope of DSD**

Note to drafters: Provide an overview of the scope of the Services by adding the applicable Training courses to the sub-clause list. Refer to the guidance for further options.

- 6.1.1.1 The Contractor shall provide Services, as described in this DSD, in support of the Training Materials identified in Annex A to this SOW, which are required for the following types of Training:
 - a. Commonwealth-sponsored Training; and
 - b. Contractor-sponsored Training.
- 6.1.1.2 The Contractor acknowledges and agrees that, if curricula, delivery materials and/or other Training Materials for a Training course are not formally grouped as a Learning Management Package (LMP), as described in the SADL, or as a training package for a nationally recognised VET qualification, then the various Training Materials associated with that Training are to be collectively treated as a LMP for the purposes of this DSD.

Note: 'Training materials' used for Training delivery are contained in section 4 of an LMP. These are only a subset of the Training Materials defined in the Glossary.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of an Applicable Document listed in clause 5 is applicable, then the following clause should be modified so that only parts relevant to the Contractor are addressed. Drafters need to insert the governing plan for Training Support, as per the SOW.

6.2.1.1 The Contractor shall provide Services in support of the Training Materials identified at clause 6.1.1.1 in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'TSP' OR 'SSMP'...].

6.2.2 Maintenance of Training Materials for Commonwealth-sponsored Training

6.2.2.1 Subject to clause 6.2.2.2, the Contractor shall maintain and update the Training Materials for Commonwealth-sponsored Training, which are identified at clause 6.1.1.1, to ensure that the Training Materials remain current from day-to-day.

6.2.2.2 Except where otherwise agreed by the Commonwealth Representative, in writing, the updates developed by the Contractor under clause 6.2.2.1 shall:

- a. only address updates that are minor in nature, such as editorial corrections, changes to names of organisations, updates of reference to policies and other documents, or similar changes;
- b. be consistent with the requirements defined within the LMPs;
- c. be provided in the same style and format, and using the same Software packages, as the existing Training Materials; and
- d. be delivered to the Commonwealth Representative for Approval, prior to being incorporated into the Commonwealth-sponsored Training Materials.

6.2.2.3 The Commonwealth Representative shall provide Approval or non-Approval of an update to Training Materials for Commonwealth-sponsored Training within 20 Working Days (or other timeframe advised by the Commonwealth Representative) of receiving the proposed update from the Contractor under clause 6.2.2.26.2.2.2d.

6.2.2.4 Where the Contractor identifies changes to Training Materials for Commonwealth-sponsored Training that extend beyond the scope of clause 6.2.2.1 (eg, changes to a unit of competency, the Training and assessment strategy, or other significant change), the Contractor shall advise the Commonwealth Representative of the nature and approximate scope of the required changes.

6.2.2.5 Subject to the recommendations made by the Contractor under clause 6.2.2.4, the Commonwealth Representative may request the Contractor to analyse the further development of the Training Materials in accordance with clause 6.2.3.

6.2.3 Analyse Change Requests for Training

Note: Change requests may result from clause 6.2.2.5, changing requirements for VET courses (from time to time), a Major Change or Minor Change to related equipment, or other event.

6.2.3.1 When requested by the Commonwealth Representative, in writing, the Contractor shall:

- a. analyse the request for a change to Training to determine whether or not the proposed change has merit, and is correctly scoped, before committing to the full developmental processes required under clause 6.2.4 of this DSD; and
- b. provide a report to the Commonwealth Representative, within 20 Working Days of receiving the request (or other timeframe agreed between the parties) that provides the analysis of the costs, benefits and risks associated with the requested change to Training.

6.2.3.2 Unless otherwise specified by the Commonwealth Representative, the analysis of the requested change to Training shall provide sufficient detail for initial assessment of the importance of the change and the resources required to undertake the change, including:

- a. the scope of proposed change including, as applicable, changes to:
 - (i) units of competency and the Training Requirements Specification;

- (ii) the Training and assessment strategy;
- (iii) Training modules and course design;
- (iv) the Training Materials within the LMP; and
- (v) associated Training Equipment;
- b. the reason for and/or benefit to be achieved by the change;
- c. risks to development, implementation and support;
- d. any Training required for Personnel who were trained using the LMP prior to the implementation of the proposed change (ie, the need for gap Training);
- e. estimated costs (including cost tolerances) and resource requirements, both to implement the change and for ongoing Training delivery and support;
- f. assessed priority;
- g. operational impact of either proceeding or not proceeding with the development of the proposed change; and
- h. if LMP(s) are related to 'training packages' for nationally recognised VET courses, the need for updates or changes to the course accreditation.

Option: Include this clause if the analysis of Training change requests will not be performed as Recurring Services.

6.2.3.3 Analysis of change requests requested by the Commonwealth Representative under this clause 6.2.3 shall be conducted as S&Q Services.

6.2.4 Developmental Activities for Changes to Training

6.2.4.1 The Contractor acknowledges and agrees that the provisions of this clause 6.2.4 can be used to govern the development of:

- a. changes to existing Training courses; and
- b. new Training courses arising out of changes to the Products Being Supported.

6.2.4.2 The Contractor shall undertake the development of changes to Training as S&Q Services.

6.2.4.3 The Contractor shall ensure that all Contractor and Subcontractor activities are consistent with the Approved work plan and Approved [...INSERT 'TSP' OR 'SSMP'...] for each set of changes to Training.

6.2.4.4 The Contractor's work plan required under clause 6.2.4.3 shall include, unless otherwise agreed in writing by the Commonwealth Representative:

- a. a supplementary management plan, to be Approved by the Commonwealth Representative, that tailors the Approved [...INSERT 'TSP' OR 'SSMP'...] and other applicable Contract plans, in order to address the required changes;
- b. the conduct of all Mandated System Reviews for Training Development required by the Commonwealth Representative in accordance with clause 6.2.5;

Note: The following clause relates to the 'analyse' phase of the SADL.

- c. the following activities to analyse the changes to Training:
 - (i) a performance needs analysis;
 - (ii) the identification of any required changes to job specifications and competency requirements; and
 - (iii) the development, delivery and update of the Training Requirements Specification (TRS) affected by the change in accordance with CDRL Line Number TNG-200;
- d. the requirement for the Commonwealth Representative to either Approve or Accept, as applicable, the TRS before designing any changes to Training;

Note: The following clause relates to the 'design' phase of the SADL. Note also, 'Draft LMP' and 'Final LMP' refer to the number of completed sections in an LMP, not an approval status.

- e. in order to satisfy the requirements of the Approved or Accepted TRS (as applicable), the following activities to design the changes to Training:
 - (i) the development, delivery, and update of the Draft LMP(s) affected by the change in accordance with CDRL Line Number TNG-210;
 - (ii) the notification to the Commonwealth Representative of required changes to Training Equipment, Facilities, and information systems and Technical Data used in Training but not developed as Training Materials (eg, operator and maintenance manuals); and
 - (iii) for nationally recognised VET courses, the notification to the Commonwealth Representative of required changes to the accreditation;
- f. the requirement for the Commonwealth Representative to Approve the Draft LMP(s) before developing any changes to Training;

Note: The following clause relates to the 'develop' phase of the SADL, which includes the conduct and evaluation of trial courses. The 'conduct' phase involves Training delivery through DSD-TNG-DEL, if included in the Contract.

- g. in order to satisfy the Approved Draft LMP(s), the following activities to develop the changes to Training:
 - (i) the development, delivery and update of the Final LMP(s) in accordance with CDRL Line Number TNG-220;
 - (ii) the development, delivery and update of other Technical Data used but not developed as Training Materials (if not updated through other means); and
 - (iii) the identification, design, development or modification, construction, Verification and Validation (V&V), delivery, installation, and Acceptance for, as applicable, all Support Resources, including Training Equipment and Training Materials, required to conduct Training that is inclusive of the changes;
- h. the requirement for the Commonwealth Representative to Approve the draft version of the Final LMP(s) before conducting trial Training course(s) for the purposes of evaluating the changes to Training;
- i. the following activities to trial the changes to Training in accordance with the draft Final LMP(s):
 - (i) coordination with the Commonwealth Representative regarding (as applicable) the nomination of trainees, including the use of Personnel who are already qualified in the subject, if considered appropriate by the Commonwealth Representative;
 - (ii) coordination with the Commonwealth Representative regarding (as applicable) the use of new or modified Government-furnished Training Equipment, Facilities, or information systems;
 - (iii) conduct of the preparation activities and administrative arrangements, including arranging the venue, providing joining instructions to the students nominated by the Commonwealth Representative, ensuring that the necessary Training Materials will be available for the students when required, and ensuring that the Training Equipment, instructors and other preparatory requirements will be available when required;
 - (iv) conduct of the trial Training course(s); and
 - (v) evaluation of the trial Training course(s);
- j. in relation to conduct of the trial Training course(s), the requirement for the Commonwealth Representative to:
 - (i) be invited to witness the Training;

- (ii) witness the Training;
- (iii) evaluate the Training course(s), including by persons nominated by the Commonwealth Representative (which may involve Independent V&V (IV&V) contractors); and
- (iv) Approve the disposition of all Issues with the Training course(s) that are assessed as significant by the Commonwealth Representative;

Note: The following clause relates to the 'evaluate' phase of the SADL.

- k. the requirement for the Contractor to evaluate the trial Training course in order to:
 - (i) Verify that the updated Training, conducted in accordance with the draft version of the Final LMP(s), meets the requirements of the TRS(s);
 - (ii) Validate that the updated Training, conducted in accordance with the Final LMP(s), can be delivered in the intended environment to provide trainees with the required competencies, skills and knowledge; and
 - (iii) demonstrate to the Commonwealth Representative, through the presentation of V&V results, that further development and the conduct of additional trial Training course(s) are not required;
- l. the requirement for the Contractor to update the draft version of the Final LMP(s) in accordance with CDRL Line Number TNG-220 to include any improvements identified from the V&V of the trial Training course(s);
- m. the requirement for the Commonwealth Representative to either Approve or Accept, as applicable, the final version of the Final LMP(s);
- n. for nationally recognised Training courses, the requirement for the Contractor to obtain on the behalf of, or to assist the Commonwealth in obtaining, updates to the accreditation of the Training; and
- o. the requirement for the Contractor to make available, all supporting information related to the analysis, design, development, conduct of trail Training courses, and the evaluation of Training undertaken in accordance with this clause 6.2.4.

6.2.5 Mandated System Reviews for Training Development

Note to drafters: The following clause requires DSD-ENG-SERV to be included in the Contract; otherwise, drafters will need to transfer the required clauses from DSD-ENG-SERV.

- 6.2.5.1 The Contractor shall conduct the following Mandated System Reviews for Training development, in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...] and clause 6.2.10 of DSD-ENG-SERV, when requested by the Commonwealth Representative:
 - a. a Performance Needs Analysis Review;
 - b. a Training Design Review;
 - c. a Training Course Readiness Review; and
 - d. a Training change completion audit.
- 6.2.5.2 The Contractor acknowledges that the objective of a Performance needs analysis review is to review the TRS and supporting information and, if necessary, to update plans for the design of changes to Training.
- 6.2.5.3 The Contractor acknowledges that the objective of a Training Design Review is to review the Draft LMP and supporting information and, if necessary, to update plans for the development of changes to Training.
- 6.2.5.4 The Contractor acknowledges that the objective of a Training Course Readiness Review is to review the draft Final LMP and supporting information, and to coordinate requirements for the pilot Training course.
- 6.2.5.5 The Contractor acknowledges that the objective of the Training Change Completion Audit is to review the Final LMP and supporting information, and to discuss Approval or Acceptance (as applicable) for the LMP, inclusive of all post-pilot course updates.

- 6.2.5.6** The Contractor shall conduct Mandated System Reviews for Training development as S&Q Services.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-AEOA-V5.2**
- 2. TITLE: APPLICATION FOR ENGINEERING ORGANISATION APPROVAL**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Application for Engineering Organisation Approval (AEOA) is a formal submission by the Contractor, to the Commonwealth, to demonstrate that it has the means to perform engineering activities that comply with specified ADF regulatory / assurance framework requirements.
 - 3.2** The Contractor uses the AEOA to seek formal recognition of its engineering organisation by submitting evidence that the Contractor:
 - a. can, and will, sustain an engineering organisation that complies with the specified ADF regulatory / assurance framework requirements, to the extent that they apply to the engineering activities required under the Contract; and
 - b. will undertake the required engineering activities to approved standards, using competent and authorised individuals, who are acting as members of the complying engineering organisation.
 - 3.3** The Commonwealth uses the AEOA, to assess the Contractor's capability and readiness to apply the specified ADF regulatory / assurance framework requirements to the engineering activities required under the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The AEOA inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contractor Engineering Management Plan (CEMP);
 - b. Systems Engineering Management Plan (SEMP); and
 - c. Configuration Management Plan (CMP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

| | |
|--------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP3411-0101 | Naval Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of other data items that contains aspects of the required information, the AEOA shall summarise these aspects and refer to the other data items.
 - 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
 - 6.1.4** All documents provided as part of the AEOA shall be controlled documents.

6.2 Specific Content

6.2.1 Aerospace - Application for Design / Production Organisation Approval

6.2.1.1 Where the Contractor is required to comply with the DASR, as applicable to the scope of work under the Contract, the AEOA shall include:

- a. for design activities, a completed *DASR Form 80 - Application for Military Design Organisation Approval*, supported by a *Design Organisation Exposition (DOE)* addressing the requirements of DASR 21.A.243; and/or
- b. for production activities, a completed *DASR Form 50 - Application for DASR 21 Production Organisation Approval*, supported by a *Production Organisation Exposition (POE)* addressing the requirements of DASR 21.A.143.

6.2.1.2 In meeting the requirements of clause 6.2.1.1 the AEOA shall, except where provided to the Commonwealth by other means, include the CEMP, SEMP and CMP, as applicable, and all other plans, procedures, and other documents referenced in the DOE and/or POE, as applicable.

6.2.2 Land - Application to demonstrate compliance with the LMSM

6.2.2.1 Where the Contractor is required to show compliance with the LMSM, as applicable to the scope of work under the Contract, the AEOA shall:

- a. be released under the authority of the Contractor's Senior Design Engineer for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the engineering management systems, competent people, processes, data and other resources required to provide engineering management and design services consistent with applicable LMSM requirements identified in the Contract;
- c. except where provided to the Commonwealth by other means, include the CEMP, SEMP and CMP, as applicable, and all other plans, procedures and related documents containing the objective quality evidence required by clause 6.2.2.1b; and
- d. include a compliance matrix, showing how the Contractor's engineering management system complies with LMSM requirements applicable to the engineering activities under the Contract.

6.2.3 Maritime – Application to demonstrate compliance with the Naval Materiel Assurance Publication

6.2.3.1 Where the Contractor is required to comply with the *Naval Materiel Assurance Publication*, as applicable to the scope of work under the Contract, the AEOA shall:

- a. be released under the authority of the Contractor's Senior Design Engineer for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the engineering management systems, competent people, processes, data and other resources required to provide engineering management and design services in accordance with *Naval Materiel Assurance Publication* requirements (refer to ANP3411-0101 Chapter 6, paragraphs 6.24 and 6.28);
- c. except where provided to the Commonwealth by other means, include the CEMP, SEMP and CMP, as applicable, and all other plans, procedures and related documents containing the objective quality evidence required by clause 6.2.3.1b; and
- d. include a compliance matrix showing how the Contractor's engineering management system complies with *Naval Materiel Assurance Publication* requirements applicable to the engineering activities under the Contract.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-CEMP-V5.2**
- 2. TITLE: CONTRACTOR ENGINEERING MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contractor Engineering Management Plan (CEMP¹) describes the Contractor's plans and procedures for the management of a fully integrated engineering program to deliver Engineering Services in accordance with the Contract. The CEMP provides the roadmap to the Contractor's organisational structure, responsibilities, procedures, processes and resources that it applies to the conduct and management of the Engineering Support effort under the Contract.
 - 3.2** The Contractor uses the CEMP, including or supplemented by subordinate plans, to:
 - a. define, manage and monitor the Engineering Support program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are providing Engineering Services understand their respective responsibilities, the processes to be used, and the time-frames involved;
 - c. demonstrate that it has and maintains an organisation with the capability and capacity to meet its Engineering Support responsibilities under the Contract including, when applicable, the ability to comply with the relevant ADF regulatory / assurance framework requirements; and
 - d. define the Contractor's expectations for Commonwealth involvement in the provision of Engineering Services.
 - 3.3** The Commonwealth uses the CEMP to:
 - a. gain visibility and assurance that the Contractor's Engineering Services will meet the requirements of the Contract including, when applicable, the ability to comply with ADF regulatory / assurance framework requirements;
 - b. provide a basis for monitoring and assessing the Contractor's performance in relation to the Engineering Support requirements of the Contract; and
 - c. confirm and coordinate Commonwealth interfaces with the Contractor's Engineering Support organisation and provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CEMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The CEMP is the highest-level plan for Engineering Support activities. All other Engineering Support plans are subordinate to, and fit beneath the umbrella of, the CEMP.
 - 4.3** The CEMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Application for Engineering Organisation Approval (AEOA);
 - b. Configuration Management Plan (CMP);
 - c. In-Service Materiel Safety Plan (IMSP);
 - d. Software Support Plan (SWSP);
 - e. Innovations / Efficiencies Implementation Plan (IEIP);
 - f. Systems Engineering Management Plan (SEMP);
 - g. Software Management Plan (SWMP);

¹ 'CEMP' is a generic name used for the governing plan for Engineering under ASDEFCON contracts. Different ADF regulatory / assurance frameworks may have a different name for the equivalent Commonwealth document.

- h. Maintenance Management Plan (MMP);
- i. Supply Support Plan (SSP);
- j. Technical Data Management Plan (TDMP) / Technical Data Plan (TDP);
- k. Quality Plan (QP); and
- l. Combined Services Summary Report (CSSR).

5. APPLICABLE DOCUMENTS

5.1 The following documents form part of this DID to the extent specified herein:

| | |
|--------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP3411-0101 | Naval Maritime Assurance Publication |
| LMSM | Land Materiel Safety Manual |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the CEMP shall summarise these aspects and refer to the other data item.
- 6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
- 6.1.4 Where the Contract requires that Engineering Services comply with an ADF regulatory / assurance framework, the CEMP shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item and the related requirements in the ADF regulatory / assurance framework publication, as listed in the Applicable Documents and in the SOW ('Engineering Organisation and System Compliance').

6.2 Specific Content

Note: Guidance for Engineering management plans may be included within the Applicable Documents and the publications listed in the SOW clause for 'Engineering Organisation and System Compliance'. This guidance is generally written for the Commonwealth and needs to be read in the context of the Contractor's responsibilities that are to be described in the CEMP. If there is doubt as to whether particular requirements in those documents apply to the CEMP, then guidance should be sought from the Commonwealth Representative.

6.2.1 Authorisation and Sponsorship

- 6.2.1.1 The CEMP shall include a statement of authorisation by the Contractor's Executive Authority or Accountable Manager for the Contract.
- 6.2.1.2 The CEMP shall include a statement of sponsorship by the Senior Engineering Manager (SEM), which refers to the SEM's responsibility for ensuring compliance of the Engineering system with the CEMP.

6.2.2 Introduction

- 6.2.2.1 The CEMP introduction shall summarise the purpose of the CEMP, its relationship with other Contract plans, its review and update cycle, and the types of Engineering Services to be provided. Specifically, the introductory section of the CEMP shall:
 - a. describe the scope of the engineering roles of the Contractor's organisation, as applicable to the Engineering Services required under the Contract;
 - b. describe the ADF regulatory / assurance framework and, if applicable and identified in the SOW, the Defence organisation's EMP (or Technical Integrity Management Directive, if applicable) being complied with;

- c. outline the management strategy for the provision of Engineering Services, including goals and objectives, as applicable; and
- d. provide an overview of the relationships between the Contractor and other external agencies, including Commonwealth entities and Approved Subcontractors.

6.2.3 Engineering Organisation Structure

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include requirements for specific management appointments and authorised engineering roles, which should be addressed in response to the following requirements.

6.2.3.1 The CEMP shall describe the Contractor's and Approved Subcontractors' organisational arrangements for meeting the Engineering Support requirements of the Contract, including:

- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Engineering Support organisational and managerial arrangements integrate into the higher-level management structures and organisations;
- b. the interrelationships and lines of authority between all parties involved in the Contractor's Engineering Support activities;
- c. the responsibilities of all parties involved in the Contractor's Engineering Support activities, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Engineering Support requirements of the Contract; and
- d. an organisational chart, or equivalent, showing the associated management hierarchy and the partitioning of Engineering Support responsibilities between the various organisations.

6.2.3.2 The CEMP shall identify the positions or types of positions to be filled by personnel delegated with engineering / technical authority for the design and/or control of the supported Products.

6.2.4 Engineering Support Management

6.2.4.1 If Engineering Services are provided by more than one organisation, functional area, or location, the CEMP shall describe the approach used to partition work activities between the organisations, functional areas and locations.

6.2.4.2 The CEMP shall describe:

- a. how resources are allocated to each Engineering Support organisation or work activity;
- b. how work activities are planned, scheduled, and controlled;
- c. how Engineering Support activities and outcomes are recorded and reported; and
- d. any Engineering-related Performance Measures, other than the KPIs and OPMs specified in the Contract, and how the Contractor uses these to measure and assess the effectiveness and the efficiency of the Engineering Support system and/or the provision of the required Engineering Services.

6.2.4.3 The CEMP shall detail the arrangements for conducting Engineering Support Performance Reviews (ESPRs) or for addressing Engineering Support issues at the Combined Services Performance Reviews (CSPRs) (as applicable to the Contract).

6.2.4.4 The CEMP shall include references to the specific plans, procedures, instructions and other documents, either physical or as part of a Quality Management System (QMS), used to describe the management of the Contractor's Engineering Support activities.

6.2.4.5 Except where otherwise provided to the Commonwealth Representative through other means, the CEMP shall include, as annexes to the CEMP, all associated plans, processes, procedures, and instructions that are required for the management and provision of the Contractor's Engineering Support activities.

6.2.4.6 The CEMP shall describe how engineering decisions are recorded, reviewed and managed to provide traceability and authority to engineering decisions.

6.2.5 Engineering Information System

6.2.5.1 The CEMP shall describe the Engineering Information System (EIS) for managing the conduct of Engineering Support activities, including reference to major components of the system, and all associated documentation describing use, process flows, interfaces, and quality controls related to the Engineering Support activities.

6.2.6 Engineering Activities

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for managing and recording specific engineering activities (eg, for accountable decisions), which should be addressed in response to the following requirements.

6.2.6.1 The CEMP shall describe the scope of engineering activities to be, or being, undertaken in the provision of Engineering Services, including:

- a. a summary of the range of Products managed or supported by the Contractor;
- b. the type of technologies supported, including any specific technologies that present a higher level of technical risk;
- c. the scope and boundaries of design control, Configuration Item management, technical investigation, and other engineering activities performed under the Contract, identifying where the type and level of Engineering Services varies with the differing Products Being Supported;
- d. reference to the maintenance of the applicable design / certification baseline or type certificate(s), as applicable; and
- e. reference to regulations, standards, policies, and significant Quality procedures applicable to the engineering activities.

6.2.7 Related Certifications

6.2.7.1 The CEMP shall include the Certification details of the Contractor's QMS (eg, Certification to ISO 9001 or equivalent).

6.2.7.2 Where the Contract requires compliance with the DASR, the CEMP shall describe any current or previous engineering or design certifications issued by the Defence Aviation Safety Authority, other National Military Airworthiness Authorities, and any other regulatory authorities (eg, civil authorities), for work that is applicable to the Engineering Services.

6.2.8 Personnel

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the appointment and/or authorisation of engineering personnel, which should be addressed in response to the following requirements.

6.2.8.1 The CEMP shall detail how engineering / technical authority is managed which may include a description or reference to, the Contractor's register of position profiles for each position (or type of position) for which engineering / technical authority is required to be held by an incumbent, as identified in the organisational structure, including:

- a. the type of engineering / technical authority required to be held by an incumbent;
- b. source of authorisation requirement (eg, legislation, regulation or policy details);
- c. the necessary formal qualifications, associated training, and required experience to be held by an incumbent, including any registrations or other endorsements required;
- d. the duties to be undertaken; and
- e. the required competency assessments and/or selection criteria for the position, as applicable.

6.2.8.2 The CEMP shall describe the Contractor's processes for managing activities requiring engineering / technical authority during the extended absence of personnel holding positions that require engineering / technical authority.

6.2.8.3 The CEMP shall describe the Contractor's register of positions and individual personnel holding an engineering or technical authority (eg, an 'EA Register' or 'TA Register'). The register shall identify:

- a. past and all current persons delegated engineering/technical authority, including the dates when authorisations were granted and ceased;
- b. qualifications, training and experience of persons delegated engineering/technical authority;
- c. alternate persons assigned to act during the extended absence of persons holding positions that require engineering/technical authority; and
- d. the position profiles, as required in clause 6.2.8.1, associated with each position and person delegated engineering/technical authority.

6.2.8.4 The CEMP shall describe the Contractor's approach for the professional development and continuity of persons holding positions that require engineering/technical authority.

6.2.9 Subcontractor and Support Network Management

6.2.9.1 The CEMP shall describe how Engineering Support tasks performed by Subcontractors will be allocated and integrated into the Engineering Support activities performed by the Contractor.

6.2.9.2 The CEMP shall describe how all Engineering Support work conducted by Subcontractors will be monitored and managed to ensure that the required Engineering Services are achieved.

6.2.9.3 The CEMP shall identify the technical / design support network of organisations, including subcontractors and other companies, which provide technical advice for engineering activities.

6.2.10 Data and Records Management

Note: *ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for engineering data and documentation, which should be addressed in response to the following requirements.*

6.2.10.1 The CEMP shall, including by reference to the Technical Data List, list the specifications, type design and configuration data, drawings, engineering and safety standards, regulations, procedures, manuals, instructions, and other data required to enable Engineering Services to be performed.

6.2.10.2 The CEMP shall describe the Contractor's processes and management arrangements used to ensure that Technical Data for Engineering Support activities is authoritative, accurate, appropriate, complete and accessible, including:

- a. identifying the types of Technical Data used (eg, design manuals, design standards, technical references, specifications, engineering reports, drawings and records);
- b. presenting, as a diagram, the hierarchy of plans, procedures and instructions;
- c. identifying the scope of certification and design-type Technical Data managed by the Contractor, as required by the Contract, with reference to the governing plan for CM under the Contract (eg, CMP) to define associated management arrangements;
- d. describing the process for integrating Subcontractor Technical Data;
- e. identifying the responsible personnel (by position) and describe the methods used for maintaining control of document status;
- f. describing the performance of audits of engineering Technical Data; and
- g. describing how the Technical Data is:
 - (i) made accessible to authorised Commonwealth, Contractor, and Subcontractor personnel;
 - (ii) controlled to ensure that only current versions / issues of Technical Data are used; and
 - (iii) assessed for suitability and applicability; and
- h. describing how proposed changes are reviewed by authorised personnel prior to use or delivery to the Commonwealth, as required by the Contract.

- 6.2.10.3** The CEMP shall describe, or cross-refer, to the arrangements under the Contract to ensure access to Technical Data that is subject to IP-related restrictions, export controls or any other applicable restriction.
- 6.2.11 Technical Investigations**
- 6.2.11.1** The CEMP shall describe the process to manage technical investigations in accordance with the Contract.
- 6.2.12 Equipment Restrictions Register**
- 6.2.12.1** The CEMP shall describe the use of the equipment restrictions register to record details for restrictions placed on the use and/or maintenance of supported Products, including equipment identification, description and period of the restriction, and reference to the notifying document.
- 6.2.13 Facilities and Equipment**
- 6.2.13.1** The CEMP shall identify the Facilities and significant Support and Test Equipment (including Software) required to perform the engineering activities required by the Contract.
- 6.2.14 Concessions for Non-Conformance**
- 6.2.14.1** If prepared to accord with the land or maritime ADF regulatory / assurance framework, the CEMP shall describe the procedures for seeking and recording concessions, from the Commonwealth Representative, for temporary non-conformances with the applicable ADF regulatory / assurance framework and/or the Approved CEMP.
- 6.2.15 Audit Requirements**
- 6.2.15.1** The CEMP shall describe the procedures for preparation, conduct and reporting of internal and external audits, including the audit of Approved Subcontractors, in accordance with the applicable ADF regulatory / assurance framework.
- 6.2.16 Engineering Change Management**
- 6.2.16.1** If engineering change management Services are required under the Contract, the CEMP shall describe the strategy, management, methodology, processes and tools to be used by the Contractor to ensure that the engineering change management requirements of the Contract are satisfied, including:
- a. how engineering change decisions are made and managed, including the relationships between decision-making and the significance of an engineering change;
 - b. the application of the Contractor's risk-management processes to engineering changes, including in relation to judgements of significance; and
 - c. the systems engineering systems and processes to be employed.
- 6.2.17 Additional ADF Regulatory / Assurance Framework Requirements**
- 6.2.17.1** Notwithstanding the requirements above, the CEMP shall address additional requirements for an EMP, as applicable to the Contractor, as defined by the applicable ADF regulatory / assurance framework document(s).
- 6.2.17.2** If the Contract requires Engineering Services to be provided in accordance with the DASR, the CEMP shall address the DASR-specific planning and management requirements within the relevant sections of the CEMP. The Contract may specify Engineering Services to be provided in accordance with the DASR to support:
- a. a Defence Continuing Airworthiness Management Organisation;
 - b. the discharge of Military Type Certificate Holder obligations; and
 - c. a specified Delegate of the Safety Authority.

6.3 Specific Content – Engineering Subprogram Plans

6.3.1 Configuration Management

Note: *ADF regulatory / assurance framework publications and standards, as specified in the SOW (including DSDs), may include specific requirements for Configuration Management, which should be addressed in the response to the following requirements.*

6.3.1.1 If Configuration Management (CM) Services are required under the Contract, the CEMP shall describe the strategy, management, methodology, processes and tools to be used by the Contractor to ensure that the CM requirements of the Contract are satisfied, including (as applicable):

- a. Configuration Identification;
- b. Configuration Control;
- c. Configuration Status Accounting;
- d. Configuration Audits;
- e. Baseline management; and
- f. any related plans and instructions to be used in the performance of CM, including, if applicable, reference to Commonwealth plans and instructions.

6.3.2 Software Support

6.3.2.1 If Software support Services are required under the Contract, the CEMP shall describe the strategy, management, methodology, processes and tools to be used by the Contractor to provide Software support Services, including (as applicable):

- a. a description of the Software Products Being Supported, including:
 - (i) the scope of the Software Products Being Supported; and
 - (ii) the Intellectual Property rights and other rights required to use, distribute and modify the applicable Software Products;
- b. a description of the Software support environment, including:
 - (i) host and target computer systems;
 - (ii) Software tools and other system components; and
 - (iii) interfaces with Commonwealth hardware and Software systems;
- c. a description of the operation of the Software support environment, including tools, processes and methodologies for:
 - (i) Software generation / compilation;
 - (ii) Software change development and testing;
 - (iii) Software integration;
 - (iv) managing and updating data libraries; and
 - (v) maintaining system access and security controls; and
- d. details of the required coordination activities involving Associated Parties.

6.3.3 In-Service Materiel Safety (System Safety) Program

6.3.3.1 If a system safety engineering program is required under the Contract, the CEMP shall describe the strategy, management, methodology, processes and tools to be used by the Contractor in performing the In-Service Materiel Safety (system safety) program activities of the Contract, including (as applicable):

- a. a description of the range of Products for which Materiel Safety will be managed;
- b. identification of the Materiel Safety certification baseline(s) and other Materiel Safety-related data that the Contractor manages and/or contributes to;

- c. a description of how the program is integrated with other activities under the Contract, including activities associated with the design, development, implementation, delivery, and V&V of a Major Change; and
- d. a summary of the required coordination activities involving Associated Parties.

6.3.4 Technology Evolution / Technology Insertion

6.3.4.1 The CEMP shall describe the strategy, management, methodology, processes and tools to be used by the Contractor to address any requirements for technology evolution and/or technology insertion under the Contract (including under the Capability Innovations and Efficiencies (CIE) Program), including (as applicable):

- a. cross-references to the IEIP or other relevant plan, where applicable;
- b. a description of the management arrangements for undertaking these activities;
- c. the identification the change drivers that could apply to the Products Being Supported, including:
 - (i) evolution of technology;
 - (ii) changes to threats;
 - (iii) changes to user needs;
 - (iv) changes to external systems and interfaces including, if applicable, changes to host systems (ie, the Materiel Systems, platforms or information technology networks for which the system being analysed is a component);
 - (v) Supportability considerations (eg, Obsolescence and reliability growth); and
 - (vi) Mission System enhancements or upgrades, including those planned by the Contractor or component element suppliers;
- d. the identification the candidate elements for change based on an assessment of the potential areas of the Products Being Supported that may change over the LOT due to the change drivers identified in response to clause 6.3.4.1c;
- e. a description of the Contractor's strategies for:
 - (i) ensuring that that the set of change drivers is kept current (eg, in relation to new or evolving technologies, threats and user needs);
 - (ii) addressing the change drivers as they apply to the identified candidate elements;
 - (iii) addressing Obsolescence (eg, the specific Obsolescence management strategies that will be employed, cross-referring to the Approved SSP where appropriate);
 - (iv) undertaking studies and providing business cases to the Commonwealth when an identified change or change driver warrants consideration by the Commonwealth (eg, to enhance the Capability or to address Obsolescence); and
 - (v) addressing the associated Total Cost of Ownership (TCO) considerations;
- f. a description of the associated methodologies, processes and tools to implement the identified strategies (eg, use of technology roadmaps); and
- g. a summary of the required coordination activities involving Associated Parties.

6.3.5 Research and Development

6.3.5.1 If a research and development (R&D) program is required under the Contract, the CEMP shall describe the strategy, management, methodology, processes and tools to be used by the Contractor in performing the R&D program activities of the Contract, including (as applicable):

- a. a description of the arrangements for managing and undertaking the R&D program, including in relation to:

- (i) Approved Subcontractors; and
- (ii) third parties, such as Defence Science and Technology Group (DSTG), Commonwealth Scientific and Industrial Research Organisation (CSIRO), state governments, academia and other Commonwealth agencies;
- b. a description of the methodology to be used by the Contractor and Approved Subcontractors to assist with the identification of potential R&D opportunities (eg, targeted collaborative activities with particular R&D stakeholders);
- c. a description of the general approach to specifying, managing and undertaking R&D opportunities, including:
 - (i) the expected involvement of the Commonwealth;
 - (ii) the specific plans and reports that will be developed, including any such requirements defined in the SOW;
 - (iii) the criteria to be used for determining whether or not an R&D opportunity should be progressed through to production and fielding; and
 - (iv) success or failure criteria linked to key decision points associated with either the developmental programs for the relevant Products Being Supported or the R&D opportunity itself, such as potential requirements for additional funding, transitioning to production, or off-ramps.

6.3.6 Contractor Standing Capability

6.3.6.1 Not used.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-CMP-V5.2**
- 2. TITLE: CONFIGURATION MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Configuration Management (CM) Plan (CMP) is the overarching plan for the management and implementation of CM Services. The CMP defines the Contractor's methodologies, systems and processes for meeting the CM requirements of the Contract. The CMP includes the definition of CM activities for all hardware, Software and data (including all data items) associated with the Contract.
 - 3.2** The Contractor uses the CMP to:
 - a. define, manage and monitor the CM program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are providing CM Services understand their respective responsibilities, the processes to be used, and the time-frames involved; and
 - c. define the Contractor's expectations for Commonwealth involvement in the provision of CM Services.
 - 3.3** The Commonwealth uses the CMP to:
 - a. gain visibility into the Contractor's planning for meeting the CM requirements of the Contract;
 - b. gain assurance that the Contractor's CM Services will meet the requirements of the Contract;
 - c. provide a basis for monitoring and assessing the Contractor's performance in relation to the CM requirements of the Contract;
 - d. confirm and coordinate Commonwealth interfaces with the Contractor's CM program; and
 - e. provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CMP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP); and
 - b. Contractor Engineering Management Plan (CEMP).
 - 4.2** If an Application for Engineering Organisation Approval is to be delivered under the Contract, the CMP is generally required as supporting information for that application.
 - 4.3** The CMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Maintenance Management Plan (MMP);
 - b. Supply Support Plan (SSP);
 - c. Training Support Plan (TSP);
 - d. Software Support Plan (SWSP);
 - e. Data Management System (DMS) Concept of Operation Document (DMS COD);
 - f. Technical Data Management Plan (TDMP);
 - g. Technical Data List (TDL); and

- h. plans Approved for an engineering change program, including the Systems Engineering Management Plan (SEMP) and Software Management Plan (SWMP).

5. APPLICABLE DOCUMENTS

Note: *The documents applicable to the provision of CM Services are defined in the SOW, including DSDs (eg, DSD-ENG-CM).*

- 5.1 The following documents form part of this DID to the extent specified herein:

ANP3412-4004 *Naval Materiel Configuration Management*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the CMP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The CMP shall describe the methodology, processes, systems, tools and activities for the provision of CM Services in a manner that demonstrates how the requirements of the applicable CM documents, as identified in the Contract, are satisfied.

6.2.2 Configuration Management Organisation

6.2.2.1 The CMP shall describe the organisational arrangements for managing and providing CM Services, including:

- a. the functional structure of the Contractor's and Approved Subcontractors' CM organisations;
- b. other positions, within the Contractor's organisational structure, of staff holding CM responsibilities;
- c. the lines of authority within the CM organisation and between the CM organisation, engineering and other elements of the Contractor's management organisation; and
- d. the responsibilities and authority of participating groups, organisations and individuals involved in CM, including their role in Configuration Control Boards (CCBs).

6.2.3 Configuration Management Integration

6.2.3.1 The CMP shall describe:

- a. the integration of CM functions with other Contract activities;
- b. the Commonwealth's involvement and responsibilities in the Contractor's CM processes, including the Commonwealth's involvement in CCBs;
- c. the Contractor's involvement in the Commonwealth's CCBs; and
- d. the integration of Approved Subcontractors' activities with the Contractor's activities to achieve the CM requirements of the Contract.

6.2.4 Configuration Management Phasing

Note: *The Commonwealth acknowledges that some of the requirements in the following clause may not be able to be addressed in detail because the nature and scope of some CM-related activities, such as the development of a Major Change, will only be known and applicable for each particular Major Change. For these types of activities, the CMP shall provide a generic*

description of the associated CM activities (eg, the Allocated Baseline is typically struck after successful completion of the Detailed Design Review).

6.2.4.1 The CMP shall describe and graphically portray the sequence of events, including associated milestones, for implementing CM in phase with major Contract milestones and events, including in relation to future, yet-to-be defined activities, such as the development of a Major Change. Events shall include:

- a. the release and submission of configuration documentation in relation to Contract events and the Contractor's generic design-and-development phases and program of activities;
- b. the establishment of internal developmental configuration and contractual Baselines;
- c. the implementation of Configuration Control;
- d. the establishment and conduct of CCBs;
- e. the management of the Configuration Status Accounting (CSA) system; and
- f. the conduct of Configuration Audits.

6.2.5 Data Management

6.2.5.1 Data Management System

6.2.5.1.1 The CMP shall describe the methodology and processes for maintaining CM of all data delivered to the Commonwealth through the DMS and all Commonwealth responses and data provided to the Contractor and subsequently made available through the DMS (eg, Commonwealth comments on a data item).

6.2.5.2 Document Management

6.2.5.2.1 The CMP shall define the processes and procedures to be used for the CM of all documents and documentation required for the conduct of the Contract, including both formal deliverables and internal Contractor and Subcontractor documentation.

6.2.5.3 Drawing Management

6.2.5.3.1 The CMP shall define the process and procedures to be used for the CM of all engineering drawings and shall include, as a minimum:

- a. identification of the engineering drawing practices standard used both by the Contractor and Subcontractors;
- b. a statement of any need for deviation from the content of this standard during the program;
- c. a statement of any limitations on delivery to, or use by, the Commonwealth Representative of drawings prepared or maintained under the Contract; and
- d. an overview of the drawing management system, including:
 - (i) a description of any information system tools used (eg, a drawing management database) to support the drawing management system; and
 - (ii) a definition of the drawing procedures to be used.

6.2.6 Configuration Identification

6.2.6.1 Matching Documents to the Configuration Baseline

6.2.6.1.1 If the Contractor is required by the Contract to uniquely identify all documents that disclose the performance, functional and physical attributes of supported Products, the CMP shall define the processes and procedures for so doing.

6.2.6.2 Configuration Identification for Changes to the Approved Baseline(s)

6.2.6.2.1 If Services to identify and document required changes to the Approved Configuration Baseline(s) are included in the Contract, the CMP shall define the Configuration Identification procedures for:

- a. the selection of Configuration Items (CIs), consistent with the detail contained in the Configuration Baselines that are maintained under the Contract;

- b. the assignment and the physical application of configuration identifiers to Major Changes and Minor Changes, Configuration Baseline documentation, drawings, hardware and Software, as applicable; and
- c. the control of documentation and repositories containing elements of internal developmental Configuration Baselines.

6.2.6.3 Engineering Release

6.2.6.3.1 The CMP shall define the procedures for issuing approved configuration documentation, and amendments to this documentation, to functional activities within the Contractor's organisation.

6.2.7 Configuration Control

6.2.7.1 The CMP shall define and detail the functions, membership, responsibilities, and authority of the CCBs planned for the Contract.

6.2.7.2 The CMP shall define the procedures, including Commonwealth involvement, and associated documentation for processing the following:

- a. the classification of changes, and the level of authority for change approval / concurrence;
- b. Engineering Change Proposals (ECPs) and Software Change Proposals (SWCPs);
- c. Major Changes;
- d. Minor Changes; and
- e. applications for Deviations (for variances).

6.2.8 Configuration Status Accounting

6.2.8.1 The CMP shall define the processes and procedures for CSA, including:

- a. methods for collecting, recording, processing and maintaining the data required to provide the status of accounting information through reports and / or access to a CSA system;
- b. a complete description of the CSA system with respect to the areas related to:
 - (i) the identification of the currently approved configuration documentation and configuration identifiers associated with each CI;
 - (ii) the status of proposed Major Changes and Minor Changes from initiation to implementation;
 - (iii) the results of Configuration Audits, and the status and disposition of discrepancies;
 - (iv) the status of applications for Deviations (for variances);
 - (v) the ability to trace changes from the Baseline documentation of each CI; and
 - (vi) the effectiveness and installation status of configuration changes to all CIs at all locations; and
- c. identification and description of the reports available from the CSA system and their frequency of reporting and distribution.

6.2.8.2 The CMP shall describe the standards, processes, and timeframes for the electronic exchange of CM data, including the coordination with the Commonwealth or a third party, as applicable, that is either receiving or providing the CM data.

6.2.9 Configuration Audits

6.2.9.1 The CMP shall describe the Contractor's approach to meeting the requirements for Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs), including:

- a. the method for conducting FCAs and PCAs in a manner that achieves the objectives for these audits, as described by the Contract, including the use of audit checklists and associated entry/exit criteria;

- b. plans, procedures, documentation, and schedules for the Configuration Audits; and
- c. format for reporting results of in-process Configuration Audits.

6.2.10 Subcontractor Control

6.2.10.1 The CMP shall define the methods used to ensure that Approved Subcontractors comply with the CM requirements of the Contract.

6.2.11 Configuration Baselines

6.2.11.1 Where the Services include Baseline management, the CMP shall describe the management of Configuration Baselines that have been assigned to the Contractor to maintain, including schedule, organisational responsibilities, and maintenance.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-DWGS-V5.2

2. TITLE: ENGINEERING DRAWINGS

3. DESCRIPTION AND INTENDED USE

3.1 In this DID, Engineering Drawings refers to technical drawings and data sets for physical design data (eg, 3D models and computer-aided design data) that represent the Products, as specified in the SOW including in Annex A to the SOW. Engineering Drawings provide the 'production' and 'as fitted' drawings and data sets for the system(s) and equipment managed under the Contract.

3.2 The Contractor uses the Engineering Drawings:

- a. as part of the definition of the Product Baseline(s) for the system(s) and equipment; and
- b. to assist with the Maintenance and support of the system(s) and equipment throughout the Term.

3.3 The Commonwealth uses the Engineering Drawings to:

- a. confirm the current state of the system(s) and equipment;
- b. accurately define the interfaces to external systems; and
- c. enable the system(s) and equipment to be maintained and supported over their respective Lives-Of-Type.

4. INTER-RELATIONSHIPS

4.1 The management and updating of Engineering Drawings is defined in the governing plan for Configuration Management (CM) (eg, CM Plan (CMP) or Contractor Engineering Management Plan (CEMP)).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

DEF(AUST)CMTD-5085C *Engineering Design Data for Defence Materiel*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 General

6.2.1.1 Unless otherwise specified in the SOW or an S&Q Order, the Engineering Drawings shall consist of Level 2 drawings as defined by DEF(AUST)CMTD-5085C (as applicable to the type of Engineering Drawing).

6.2.1.2 All Engineering Drawings, drawing lists and other design records shall be prepared, amended and managed in accordance with the requirements of DEF(AUST)CMTD-5085C (or equivalent specification as Approved by the Commonwealth Representative) and the Approved governing plan for CM (eg, CMP or CEMP).

6.2.1.3 Unless otherwise specified in the SOW or an S&Q Order, all Engineering Drawings shall be delivered in the following formats:

- a. for all new drawings / data sets, as defined in the Approved TDMP; and

- b. for all amended drawings / data sets, in the same format(s) as the original drawings / data sets.

6.2.2 Drawing Index

- 6.2.2.1 Unless otherwise specified in the SOW or an S&Q Order, all new or amended Engineering Drawings shall be accompanied by an updated drawing index, containing the following data elements and delivered in ASCII delimited text with column names in the first row:

| Field Description | Importance |
|------------------------------------|--|
| Drawing or Document Number | Essential |
| Manufacturer's Code | Essential |
| Drawing or Document Title | Essential |
| Drawing or Document Type | Essential |
| Drawing Size | Essential for aperture card format |
| Number of Sheets | Essential |
| Sheet Number | Essential |
| Revision or Issue Letter or Number | Essential |
| Revision or Issue Date | Essential |
| Frame Number | Essential if drawing sheets consist of multiple images |
| Number of Frames | Essential if drawing sheets consist of multiple images |
| Next Higher Assembly or Used On | Essential |
| Image File Name | Essential for electronic data |
| Image File Format | Essential for electronic data |
| Volume Name | Essential if images stored over multiple optical storage disk or tapes, etc. |
| Security Classification | Essential |

6.2.3 Interpretation Document

- 6.2.3.1 An interpretation document shall be provided for each Contractor and Subcontractor drawing system. The interpretation document shall include:

- a. information to facilitate interpretation of the drawing and part number structure including standards used; and
- b. an explanation of symbology pertaining to notes, revision markers and effectivity annotations.

6.2.4 Associated Lists

- 6.2.4.1 Unless otherwise specified in the SOW or an S&Q Order, associated lists shall be provided in electronic format and prepared in accordance with *DEF(AUST)CMTD-5085C* (as applicable).

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-IMSP-V5.2**
- 2. TITLE: IN-SERVICE MATERIEL SAFETY PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The In-Service Materiel Safety Plan (IMSP) describes the Contractor's system-safety management and engineering program, undertaken to ensure that the Materiel Safety of applicable Products is maintained.
 - 3.2** The Contractor uses the IMSP to:
 - a. define, manage and monitor the system-safety program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are involved in the system-safety program understand their respective responsibilities;
 - c. demonstrate that it has the capability and capacity to meet its Materiel Safety responsibilities, particularly in relation to the ADF regulatory / assurance framework applicable to the Contract; and
 - d. define the Contractor's relationship with, and expectations for, Commonwealth involvement in the management of Materiel Safety.
 - 3.3** The Commonwealth uses the IMSP to:
 - a. gain visibility into the Contractor's approach to ensuring Materiel Safety;
 - b. gain assurance that the Contractor's system-safety program will meet the Materiel Safety requirements of the Contract, including ADF regulatory / assurance framework-specific requirements;
 - c. plan the integration of the Contractor's system-safety program activities with the Commonwealth's system-safety program; and
 - d. provide input into the Commonwealth's system-safety program planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The IMSP is subordinate to the Contractor Engineering Management Plan (CEMP).
 - 4.2** The IMSP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Configuration Management Plan (CMP);
 - b. System Safety Program Plan(s) for Major Changes;
 - c. Safety Case Report (SCR);
 - d. Materiel Safety Assessment (MSA);
 - e. Health and Safety Management Plan (HSMP);and
 - f. Safety Data Sheets (SDSs).
 - 4.3** Where the Contract follows a Contract (Acquisition), the IMSP will inter-relate with the Contract (Acquisition) System Safety Program Plan.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The documents identified under clause 6.2.7 of DSD-ENG-SERV apply to this DID.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the IMSP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 In-Service System Safety Program Scope and Objectives

6.2.1.1 The IMSP shall outline the system-safety program, including:

- a. the scope of the system-safety program, including the Products for which Materiel Safety will be addressed under the Contract;
- b. the system-safety objectives and role to be undertaken by the Contractor; and
- c. significant organisational relationships, particularly where the Commonwealth or another party has a lead responsibility for maintaining Materiel Safety.

6.2.2 Applicable Documents

6.2.2.1 The IMSP shall list the system-safety program references identified in the SOW (including DSD-ENG-SERV), and any other regulations, standards and relevant references to be used by the Contractor.

6.2.3 Materiel Safety Certification

Note: *As part of the system certification baseline, the Materiel Safety certification basis may be managed by Defence or an Associated Party, with input from the Contractor.*

6.2.3.1 The IMSP shall, for the applicable Products Being Supported, identify the:

- a. original and current Materiel Safety certification basis;
- b. current Materiel Safety documentation baseline; and
- c. the party responsible for managing the certification basis, if not the Contractor.

6.2.4 System Safety Organisation and Roles

6.2.4.1 The IMSP shall describe the organisations and the roles of the organisations involved with the system-safety program, including:

- a. within the Contractor's organisation;
- b. Subcontractors; and
- c. Associated Parties, including Defence agencies, regulatory authorities and original equipment manufacturers, as applicable.

6.2.4.2 The IMSP shall identify the qualifications and training required by persons filling the Key Staff Positions for the system-safety program within the Contractor's organisation.

6.2.5 System Safety Program Integration

6.2.5.1 The IMSP shall describe how system-safety program information will be communicated and coordinated with Subcontractors and Associated Parties, through SOW clause 3.6.

6.2.5.2 Where the Contractor does not have system-level safety responsibilities, the IMSP shall describe how the Contractor's and Subcontractors' inputs will be coordinated with the Associated Party that has system-level Materiel Safety responsibilities.

6.2.6 System Safety Program Activities

6.2.6.1 The IMSP shall describe how applicable standards and other documents, referred to under clause 6.2.2, will be adapted to the Contractor's system-safety program (eg, the tailored application of MIL-STD-882E tasks).

6.2.6.2 Where the Materiel Safety management system (ie, containing Materiel Safety baseline documentation, hazard logs, other documentation and tools) is managed by Defence or an Associated Party, the IMSP shall describe how the Contractor, and Subcontractors when applicable, will access that system.

- 6.2.6.3** The IMSP shall describe the analyses applicable to the Contractor's ongoing system-safety program, including:
- hazard risk analyses, including criteria for the judgement of significance and basis for the allocation of a hazard risk index;
 - Software safety assurance;
 - hazard mitigation and acceptance processes; and
 - internal and external review processes.
- 6.2.6.4** The IMSP shall describe how the ongoing system-safety program will be integrated with other Services, when required under the Contract including:
- Defect and other engineering investigations;
 - the development and review of Deviations;
 - parts substitution evaluations;
 - Major Changes and Minor Changes;
 - support for safety-critical Software; and
 - reliability monitoring.
- 6.2.6.5** Where the Services includes the development of Major Changes and Minor Changes, including Software changes if applicable, the IMSP shall describe:
- the integration of system-safety program activities within the engineering change process, including Configuration Control Boards, system-safety working groups, and review board activities;
 - the requirements and resources for performing hazard analyses, including:
 - hazard identification;
 - the inclusion of changes in system operational role, configuration and environment, where applicable;
 - the analysis of failure modes, including reasonable human errors and susceptibility to environmental factors and other external events;
 - the contribution of both hardware and Software, where applicable;
 - integration with human factors engineering and analysis activities;
 - consideration of independent, dependent and simultaneous hazard events;
 - the risk acceptance framework; and
 - the assignment of a hazard risk index; and
 - additionally, for Major Changes, the:
 - system-safety program planning requirements for individual Major Changes;
 - hazard analysis process, including the requirements of clause 6.2.6.5 and all additional techniques and tools to be used; and
 - hazard mitigation, verification and evaluation processes.
- 6.2.6.6** The IMSP shall describe how the Contractor will update Materiel Safety baseline documentation, including the safety case report(s) / MSA(s) and hazard log(s), applicable to the Products Being Supported.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-MNT-AMOA-V5.2**
- 2. TITLE: APPLICATION FOR MAINTENANCE ORGANISATION APPROVAL**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Application for Maintenance Organisation Approval (AMOA) is a formal submission by the Contractor, to the Commonwealth, to demonstrate that it has the means to perform Maintenance activities that comply with specified ADF regulatory / assurance framework requirements.
 - 3.2** The Contractor uses the AMOA to seek formal recognition of its Maintenance organisation by submitting evidence that the Contractor:
 - a. can, and will, sustain a Maintenance organisation that complies with the specified ADF regulatory / assurance framework requirements, to the extent that they apply to the Maintenance activities required under the Contract; and
 - b. will undertake the required Maintenance activities to approved standards, using competent and authorised individuals, who are acting as members of the complying Maintenance organisation.
 - 3.3** The Commonwealth uses the AMOA, to assess the Contractor's capability and readiness to apply the specified ADF regulatory / assurance framework requirements to the Maintenance activities required under the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The AMOA inter-relates with the following data items, where these data items are required under the Contract:
 - a. Maintenance Management Plan (MMP); and
 - b. Configuration Management Plan (CMP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of the DID to the extent specified herein:

| | |
|--------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP3411-0101 | Naval Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of other data items that contains aspects of the required information, the AMOA shall summarise these aspects and refer to the other data items.
 - 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
 - 6.1.4** All documents provided as part of the AMOA shall be controlled documents.
 - 6.2 Specific Content**

 - 6.2.1 Aerospace - Application for Maintenance Organisation Approval**
 - 6.2.1.1** Where the Contractor is required to comply with the DASR, as applicable to the scope of work under the Contract, the AMOA shall include:

- a. a completed DASR Form 2 – ‘Application for DASR 145 and DASR M Subpart G Approval’, for the DASR 145 requirements (only); and
- b. a *Maintenance Organisation Exposition* (MOE), addressing the requirements of DASR 145.A.70.

6.2.1.2 In meeting the requirements of clause 6.2.1.1, the AMOA shall, except where provided to the Commonwealth by other means, include the MMP and all plans, procedures, and other documents referenced in the MOE.

6.2.2 Land - Application to demonstrate compliance with the LMSM

6.2.2.1 Where the Contractor is required to show compliance with the LMSM, as applicable to the scope of work under the Contract, the AMOA shall:

- a. be released under the authority of the Contractor’s Senior Maintenance Manager for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the Maintenance management systems, competent people, processes, data and other resources required to provide Maintenance Services consistent with the applicable LMSM requirements identified in the Contract;
- c. except where provided to the Commonwealth by other means, include the MMP and CMP, as applicable, and all other plans, procedures, and related documents containing the objective quality evidence required by clause 6.2.2.1b; and
- d. include a compliance matrix showing how the Contractor’s Maintenance management system complies with LMSM requirements applicable to the Maintenance activities under the Contract.

6.2.3 Maritime - Application to demonstrate compliance with Naval Materiel Assurance Publication

6.2.3.1 Where the Contractor is required to comply with the *Naval Materiel Assurance Publication*, as applicable to the scope of work under the Contract, the AMOA shall:

- a. be released under the authority of the Contractor’s Senior Maintenance Manager for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the Maintenance management systems, competent people, processes, data and other resources required to provide Maintenance Services in accordance with *Naval Materiel Assurance Publication* requirements;
- c. except where provided to the Commonwealth Representative by other means, include the MMP and CMP, as applicable, and all other plans, procedures and related documents containing the objective quality evidence required by clause 6.2.3.1b; and
- d. include a compliance matrix showing how the Contractor’s Maintenance management system complies with *Naval Materiel Assurance Publication* requirements applicable to the Maintenance activities under the Contract.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-MNT-MMP-V5.2**
- 2. TITLE: MAINTENANCE MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Maintenance Management Plan (MMP¹) is the overarching plan for the management and performance of Maintenance Services, and defines the Contractor's plans, methodologies and processes for meeting the Maintenance requirements of the Contract.
 - 3.2** The Contractor uses the MMP to:
 - a. define, manage and monitor the Maintenance Support program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are providing Maintenance Services understand their respective responsibilities, the processes to be used, and the time-frames involved;
 - c. demonstrate that it has and maintains an organisation with the capability and capacity to meet its Maintenance Support responsibilities under the Contract including, when applicable, the ability to comply with the relevant ADF regulatory / assurance framework requirements; and
 - d. define the Contractor's expectations for Commonwealth involvement in the provision of Maintenance Services.
 - 3.3** The Commonwealth uses the MMP to:
 - a. gain visibility and assurance that the Contractor's Maintenance Services will meet the requirements of the Contract including, when applicable, the ability to comply with ADF regulatory / assurance framework requirements;
 - b. provide a benchmark for monitoring and assessing the Contractor's performance in relation to Maintenance Support requirements; and
 - c. confirm and coordinate Commonwealth interfaces with the Contractor's Maintenance Support organisation and provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The MMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The MMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Application for Maintenance Organisation Approval (AMOA);
 - b. Surge Management Plan (SMP);
 - c. Contractor Engineering Management Plan (CEMP);
 - d. Configuration Management Plan (CMP);
 - e. Supply Support Plan (SSP);
 - f. Support Performance Measurement Plan (SPMP);
 - g. Technical Data Management Plan (TDMP);
 - h. Technical Data Plan (TDP);
 - i. Quality Plan (QP);
 - j. Health and Safety Management Plan (HSMP);

¹ 'MMP' is a generic name used for the governing plan for Maintenance under ASDEFCON contracts. Different ADF regulatory / assurance frameworks may have a different name for the equivalent Commonwealth plan.

- k. Environmental Management Plan (ENVMP);
- l. Combined Services Summary Report (CSSR); and
- m. Support Services Verification Matrix (SSVM).

5. APPLICABLE DOCUMENTS

5.1 The following documents form part of the DID to the extent specified herein:

| | |
|------------------|---|
| AAP 8000.011 | <i>Defence Aviation Safety Regulations (DASR)</i> |
| ANP3411-0101 | <i>Naval Maritime Assurance Publication</i> |
| LMSM | <i>Land Materiel Safety Manual</i> |
| DEFLOGMAN Part 3 | <i>Electronic Supply Chain Manual (ESCM)</i> |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the MMP shall summarise these aspects and refer to the other data item.
- 6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
- 6.1.4 Where the Contract requires that Maintenance Services comply with an ADF regulatory / assurance framework, the MMP include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item and the related requirements in the ADF regulatory / assurance framework publication, as listed in the Applicable Documents and in the SOW ('Maintenance Organisation and System Compliance').

6.2 Specific Content

Note: Guidance for Maintenance management plans may be included within the Applicable Documents and the publications listed in the SOW clause for 'Maintenance Organisation and System Compliance'. This guidance is generally written for the Commonwealth and needs to be read in the context of the Contractor's responsibilities that are to be described in the MMP. If there is doubt as to whether particular requirements in those documents apply to the Contractor's MMP, then guidance should be sought from the Commonwealth Representative.

6.2.1 Authorisation and Sponsorship

- 6.2.1.1 The MMP shall include a statement of authorisation by the Contractor's Executive Authority or Accountable Manager for the Contract.
- 6.2.1.2 The MMP shall include a statement of sponsorship by the Senior Maintenance Manager (SMM), which refers to the SMM's responsibility for ensuring compliance of the Contractor's Maintenance systems and activities with the MMP.
- 6.2.1.3 The MMP shall identify the sponsor of the Maintenance component of the QMS, if that person is not the SMM.

6.2.2 Introduction

- 6.2.2.1 The MMP introduction shall summarise the purpose and contents of the MMP, including its review and update cycle, relationship with other plans, and the types of Maintenance Services to be provided.

6.2.3 Maintenance Organisation Structure

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include requirements for specific management appointments and authorised Maintenance roles, which should be addressed in response to the following requirements.

- 6.2.3.1** The MMP shall describe the Contractor's and Approved Subcontractors' organisational arrangements for meeting the Maintenance Support requirements of the Contract, including:
- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Maintenance Support organisational and managerial arrangements integrate into the higher-level management structures and organisations;
 - b. the interrelationships and lines of authority between all parties involved in the Contractor's Maintenance Support activities;
 - c. the responsibilities of all parties involved in the Contractor's Maintenance Support activities, including the titles and points of contact for management positions, which may include:
 - (i) the SMM;
 - (ii) Maintenance managers;
 - (iii) Quality manager(s); and
 - (iv) technical integrity supervisors (or equivalent);
 - d. titles of supervisory positions; and
 - e. an organisational chart, or equivalent, showing the associated management hierarchy and the partitioning of Maintenance Support responsibilities between the various organisations.

6.2.4 Maintenance Support Management

6.2.4.1 If Maintenance Services are provided by more than one organisation, functional area, or location, the MMP shall describe the approach used to partition work activities between the organisations, functional areas and locations.

6.2.4.2 The MMP shall describe:

- a. how resources are allocated to each Maintenance Support organisation or work activity, including how Government Furnished Material (GFM) will be allocated when GFM is provided under the Contract;
- b. how work activities are planned, scheduled, and controlled;
- c. how Maintenance Support activities and outcomes are recorded and reported; and
- d. any Maintenance-related Performance Measures, other than the KPIs and OPMs specified in the Contract, and how the Contractor uses these to measure and assess the effectiveness and the efficiency of the Maintenance Support system and/or the provision of the required Maintenance Services.

6.2.4.3 The MMP shall detail the arrangements for conducting Maintenance Support Performance Reviews (MSPRs) and for addressing Maintenance Support issues at the Combined Services Performance Review (CSPRs) (as applicable to the Contract).

6.2.4.4 If Maintenance Progress Reports are required under the Contract, the content requirements for these reports shall be included in an annex to the MMP.

6.2.4.5 If Maintenance Progress Reviews are required under the Contract, the MMP shall detail the arrangements for the conduct of these reviews.

6.2.5 Maintenance Management System

6.2.5.1 The MMP shall describe the Maintenance Management System (eg, MILIS, Defence ERP System, CAMM2, AMPS) for managing the conduct of Maintenance Support activities,

including reference to major components of the system, and all associated documentation describing use, process flows, interfaces, and quality controls related to the Maintenance Support activities.

6.2.5.2 The MMP shall include, as annexes to the MMP, all associated plans, processes, procedures, and instructions that are required for the management and provision of Maintenance Services.

6.2.5.3 If the Contractor is provided with on-line access to a Commonwealth Maintenance Management System, the MMP shall describe how the details of Maintenance actions will be reported via the Commonwealth Maintenance Management System.

6.2.5.4 If the Contractor is not provided with on-line access to a Commonwealth Maintenance Management System, the MMP shall describe how the details of Maintenance actions will be reported to the Commonwealth Representative.

6.2.6 Maintenance Activities

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for managing and recording specific Maintenance activities (eg, requiring independent inspection / certification, or release to Defence users), which should be addressed in response to the following requirements.

6.2.6.1 The MMP shall, for each Maintenance Service to be provided under the Contract, include:

- a. the title of the Service;
- b. an overview of the specific activities to be undertaken to provide the Service;
- c. the organisation(s) responsible for conducting the specific activities, including their location(s) and Facilities; and
- d. details of interfaces between the Contractor and the Commonwealth for the specific activities.

6.2.6.2 If applicable to the Maintenance Services under the Contract, the MMP shall identify the capabilities for conducting Maintenance Services away from their usual locations (ie, in support of deployed Maintenance activities).

6.2.7 Personnel

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the appointment and/or authorisation of Maintenance personnel, which should be addressed in response to the following requirements.

6.2.7.1 The MMP shall include, or refer to, position profiles for the Contractor's Maintenance staff, including individual appointments and generic position profiles for authorised trade-persons, that include details of:

- a. trade licences, qualifications or other required endorsements, as applicable;
- b. duties to be undertaken;
- c. required training and experience; and
- d. required competency assessments and/or selection criteria.

6.2.7.2 In addition to the requirements of clause 6.2.7.1, position profiles for the positions of SMM, Maintenance managers, quality manager, technical supervisor, independent inspectors, or equivalent positions identified within the organisational structure shall include details of:

- a. the Maintenance/technical authority and related responsibilities to be held by a person in that position;
- b. necessary formal qualifications; and
- c. additional selection criteria, if applicable.

6.2.7.3 The MMP shall describe the Contractor's process for managing Maintenance of the supported Products, including conformance to the applicable Product Baselines and control

processes (from a Maintenance management perspective), during the extended absence of personnel holding positions identified in response to clause 6.2.7.2.

6.2.7.4 The MMP shall describe the assignment of technical authority and how it is managed, which may include, or refer to, the Contractor's register of positions and individual personnel, pursuant to clauses 6.2.7.1 and 6.2.7.2, that are authorised to undertake responsibilities for ensuring the integrity of the supported Products (an '**Appointments Register**'). The Appointments Register shall contain:

- a. identification of the appointee;
- b. related appointment / position profile;
- c. the date of authorisation; and
- d. the date authorisation was relinquished, if applicable.

6.2.7.5 The MMP shall describe the Contractor's approach for training Maintenance personnel and for ensuring that the technical competencies of individuals are maintained.

6.2.7.6 The MMP shall describe the Contractor's process for managing and recording the assignment of staff to Maintenance activities, consistent with the registration / authorisations / licences of their position profiles.

6.2.7.7 If personnel providing Maintenance Services are to be licenced or registered under legislation or in accordance with an ADF regulatory / assurance framework (eg, aircraft Maintenance in compliance with DASR 66), the MMP shall describe the Contractor's approach to:

- a. ensuring that applicable personnel hold the appropriate licence(s); and
- b. maintaining a system that enables on-going compliance with the applicable legislation and/or ADF regulatory / assurance framework.

6.2.8 Non-Technical Maintenance

6.2.8.1 If Contractor personnel have Maintenance responsibilities for 'non-technical' maintenance (eg, inspections of the Mission System by an operator before operation), the MMP shall detail the scope of Maintenance tasks (as authorised by the SMM), the management of those activities, and any associated training requirements.

6.2.9 Subcontractor and Support Network Management

6.2.9.1 The MMP shall describe how Maintenance Support tasks performed by Subcontractors will be allocated and integrated into the Maintenance Support activities performed by the Contractor.

6.2.9.2 The MMP shall describe how all Maintenance Support work conducted by Subcontractors will be monitored and managed to ensure that the required Maintenance Services are achieved.

6.2.9.3 The MMP shall identify the support network of organisations, including subcontractors and other companies, which provide technical advice for Maintenance activities.

6.2.10 Maintenance Technical Data and Documentation

Note: *ADF regulatory / assurance framework publications, as specified in the SOW, and the ESCM, may include specific requirements for Maintenance data and documentation, which should be addressed in response to the following requirements.*

6.2.10.1 The MMP shall include, as an annex or by reference, a list of all required technical / materiel maintenance plans, Maintenance manuals, repair specifications, safety standards, regulations and other reference documentation required to enable Maintenance Services to be performed.

6.2.10.2 The MMP shall describe the Contractor's management processes to review and ensure currency and configuration control of Maintenance documents pursuant to clause 6.2.10.1.

6.2.10.3 The MMP shall describe the purpose of and the requirements for updating, processing and transcribing, in part or whole, to the Maintenance Management System (if applicable) the following Maintenance documents for recording Maintenance:

- a. Maintenance requests;
- b. equipment Maintenance logs/logbooks;
- c. inspection registers;
- d. certificates of completion / release to service, post-Maintenance certification (or equivalent) and test results; and
- e. any other non-computer-based logs, registers or lists used in the recording of Maintenance activities,

as applicable to the Products being maintained under the Contract.

6.2.11 Defects and Maintenance Investigations

6.2.11.1 The MMP shall describe the process for recording, investigating and reporting Defects identified during Maintenance Services or referred to the Contractor from operators or Commonwealth Maintenance activities, as applicable.

6.2.12 Deviations and Non-Standard Repairs

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the management of Deviations / variances and non-standard repairs, which should be addressed in response to the following requirements.

6.2.12.1 If the Contract includes the requirement to seek Approval for Deviations (including variances) from standard repairs or for Non-Standard Repairs, the MMP shall describe the procedures for:

- a. requests for engineering advice and the associated Approval or non-Approval of Deviations and Non-Standard Repairs;
- b. maintaining records of Maintenance actions where each Deviation or Non-Standard Repairs has been applied; and
- c. periodic review of Deviations and Non-Standard Repairs, undertaken to manage and program the restoration of Products to a standard state of repair or configuration.

6.2.13 Supply Interface

6.2.13.1 If the Contractor is required to provide Supply Services under the Contract, and/or the Contractor is required to interface with Commonwealth Supply Support organisations, the MMP shall describe the interface between the Supply Support and Maintenance Support systems.

6.2.13.2 If the Contractor is required to provide Supply Services for aeronautical product, the MMP shall describe the specific management procedures to ensure the supply traceability, product conformance and serviceability of aeronautical products.

6.2.14 Condition Monitoring and Reporting

6.2.14.1 If condition monitoring and reporting is required under the Contract, either directly or required through the technical references in SOW Annex A, the MMP shall describe the process for condition monitoring and reporting to meet the Commonwealth's requirements.

6.2.15 Cannibalisation

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the approval and management of Cannibalisation, which should be addressed in response to the following requirements.

6.2.15.1 If the Cannibalisation of serviceable RIs is permitted under the Contract, the MMP shall describe the Cannibalisation approval process and applicable procedures.

6.2.16 Surge

6.2.16.1 If Surge is required under the Contract, the MMP shall describe how the Contractor intends to provide Maintenance Services during periods of Surge, including:

- a. the Contractor's expectations and/or assumptions with respect to the variations in Maintenance Services during periods of Surge;
- b. the ability of the Contractor to meet Surge requirements for Maintenance Services within available resources;
- c. the point or level in increased effort when additional resources will be required;
- d. the details of the changes required to areas affected, such as organisation, training, resources and management systems; and
- e. any constraints that affect the ability of the Contractor to meet the Surge requirements for Maintenance Services.

6.2.17 Maintenance Safety

6.2.17.1 The MMP shall describe how the Contractor will ensure that the Work Health and Safety (WHS) requirements applicable to the Contract will be satisfied for WHS matters related to Maintenance Activities.

6.2.18 Environmental Protection

6.2.18.1 The MMP shall describe how the Contractor will ensure that the environmental protection requirements applicable to the Contract will be satisfied for environmental protection matters related to Maintenance Activities.

6.2.19 Government Furnished Services

6.2.19.1 If the Contract includes Maintenance Support provided as GFS, the MMP shall describe:

- a. the nature and scope of the GFS;
- b. the interfaces between the Commonwealth and the Contractor with respect to the GFS; and
- c. the mechanisms that the Contractor will employ to minimise any adverse effects that a shortfall in the GFS may have on the Contractor's ability to meet Maintenance Support requirements.

6.2.20 Additional ADF Regulatory / Assurance Framework Requirements

6.2.20.1 Notwithstanding the requirements above, the MMP shall address additional requirements defined by the ADF regulatory / assurance framework publication(s), as applicable to the scope of Maintenance required under the Contract.

6.2.20.2 If the Contract requires Maintenance Services to be provided in accordance with the DASR, to support a Defence Continuing Airworthiness Management Organisation, the MMP shall address DASR-specific planning and management requirements within the relevant sections of the MMP.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-OPS-OSP-V5.2

2. TITLE: OPERATING SUPPORT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Operating Support Plan (OSP) is the overarching plan for the management of Operating Support Services. The OSP describes the Contractor's plans, methodologies and processes for meeting the Operating Support requirements of the Contract.

3.2 The Contractor uses the OSP to:

- a. define, manage and monitor the Operating Support Services for the Contract;
- b. ensure that those parties (including Subcontractors) who are providing Operating Support Services understand their respective responsibilities, the processes to be used, and the time-frames involved; and
- c. define the Contractor's expectations for Commonwealth involvement in the provision of Operating Support Services.

3.3 The Commonwealth uses the OSP to:

- a. gain visibility into the Contractor's planning for meeting the Operating Support requirements of the Contract;
- b. gain assurance that the Contractor's Operating Support Services will meet the requirements of the Contract;
- c. provide a basis for monitoring and assessing the Contractor's performance in relation to the Operating Support requirements of the Contract;
- d. confirm and coordinate Commonwealth interfaces with the Contractor's Operating Support organisation; and
- e. provide input into the Commonwealth's planning.

4. INTER-RELATIONSHIPS

4.1 The OSP is subordinate to the Support Services Management Plan (SSMP).

4.2 The OSP inter-relates with the following data items, where these data items are required under the Contract:

- a. Quality Plan (QP);
- b. Surge Management Plan (SMP);
- c. Support Services Master Schedule (SSMS); and
- d. Combined Services Summary Report (CSSR).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the OSP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 OSP Outline

6.2.1.1 The OSP outline shall provide a summary of:

- a. the purpose and contents of the OSP, including its relationship with other plans; and
- b. the role of the Contractor and Approved Subcontractors in relation to the required Operating Support Services.

6.2.2 Operating Support Organisation

6.2.2.1 Unless included in the SSMP with an equivalent level of detail, the OSP shall describe the Contractor's organisational arrangements for meeting the Operating Support requirements of the Contract, including:

- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Operating Support organisational and managerial arrangements integrate into the higher-level management structures and organisations;
- b. the interrelationships and lines of authority between all parties involved in the Contractor's Operating Support activities;
- c. the responsibilities of all parties involved in the Contractor's Operating Support activities, including the identification of the individual within the Contractor's organisation who has managerial responsibility and accountability for meeting the Operating Support requirements of the Contract; and
- d. an organisational chart, or equivalent, showing the associated management hierarchy and the partitioning of Operating Support responsibilities between the various organisations.

6.2.3 Operating Support Management

6.2.3.1 If Operating Support Services are provided by more than one organisation, functional area, or location, the OSP shall describe the approach used to partition and manage work activities between the various organisations, functional areas, and locations.

6.2.3.2 The OSP shall describe:

- a. how resources are allocated to each Operating Support activity to ensure that the Operating Support Services are provided to meet the requirements of the Contract;
- b. how Operating Support activities and outcomes are recorded and reported; and
- c. any Operating Support-related performance measures, other than the KPIs and OPMs specified in the Contract, and how the Contractor uses these to measure and assess the effectiveness and the efficiency of the Operating Support system and/or the provision of the required Operating Support Services.

6.2.3.3 The OSP shall detail the arrangements for conducting Operating Support Performance Reviews or for addressing Operating Support issues at the Combined Services Performance Review (as applicable to the Contract).

6.2.3.4 The OSP shall describe (where applicable):

- a. the arrangements for liaison and interfacing with Defence operators or operational staff; and
- b. how the Contractor's Operating Support staff are integrated into the relevant Defence operational team or organisation.

6.2.4 Operating Support Management System

6.2.4.1 The OSP shall describe the system for managing the conduct of Operating Support activities, including reference to major components of the system, and all associated plans, processes, procedures and instructions.

6.2.4.2 Except where provided to the Commonwealth Representative through other means, the OSP shall include, as annexes to the OSP, all associated plans, processes, procedures, and instructions that are required for the management and provision of Operating Support Services.

6.2.5 Operating Support Activities

6.2.5.1 The OSP shall, for each Operating Support Service to be provided under the Contract, include:

- a. the title of the Service;
- b. an overview of the specific activities undertaken to provide the Service;
- c. the organisation(s) responsible for conducting the specific activities; and
- d. details of the interface(s) between the Commonwealth and the Contractor for the specific activities.

6.2.6 Subcontractor Management

6.2.6.1 The OSP shall describe how Operating Support tasks performed by Subcontractors are integrated with the Operating Support activities performed by the Contractor.

6.2.6.2 The OSP shall describe how Operating Support work conducted by Subcontractors is monitored and managed to ensure that the required Operating Support Services are provided.

6.2.7 Skills Acquisition and Retention

6.2.7.1 The OSP shall detail the arrangements for skills acquisition and retention for Operating Support staff, including how:

- a. skills required for performance of the Operating Support Services will be acquired by new staff as staff change-over occurs; and
- b. skills, particularly those used infrequently in the performance of the Operating Support Services, will be retained by Operating Support staff.

6.2.8 Surge

6.2.8.1 If Surge is required under the Contract, the OSP shall describe how the Contractor intends to provide Operating Support Services during periods of Surge, including:

- a. the Contractor's expectations and/or assumptions with respect to the variations in Operating Support Services during periods of Surge;
- b. the ability of the Contractor to meet Surge requirements for Operating Support Services within available resources;
- c. the point or level in increased effort when additional resources will be required;
- d. the details of the changes required to areas affected, such as organisation, training, resources and management systems; and
- e. any constraints that affect the ability of the Contractor to meet the Surge requirements for Operating Support Services.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-AICP-V5.2**
- 2. TITLE: AUSTRALIAN INDUSTRY CAPABILITY PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Australian Industry Capability (AIC) Plan sets out the Contractor's strategy, plans, processes and responsibilities for achieving the AIC Objectives and satisfying the AIC Obligations, including describing the management of the AIC program over the Contract Term. To the maximum practicable extent, the AIC Plan is written to contain specific and measurable commitments by the Contractor.
 - 3.2** The Contractor uses the AIC Plan to:
 - a. set out the strategies, plans, processes, responsibilities and timeframes for the delivery of the AIC program and achieving the AIC Objectives and satisfying the AIC Obligations;
 - b. manage, coordinate and monitor the delivery of the AIC program;
 - c. ensure that those parties (including AIC Subcontractors) who are undertaking AIC-related activities understand their responsibilities, the commitments to be achieved, and the time-frames involved;
 - d. integrate the AIC activities being performed by AIC Subcontractors with the Contractor's AIC activities to ensure that a coherent and cohesive AIC program is realised; and
 - e. provide assurance to the Commonwealth that the Contractor's plan for delivering the AIC program will enable the AIC Objectives and AIC Obligations to be achieved while satisfying the other requirements of the Contract.
 - 3.3** The Commonwealth uses the AIC Plan to:
 - a. evaluate and gain assurance that the Contractor's AIC program will achieve the AIC requirements of the Contract;
 - b. provide a basis for monitoring and assessing the Contractor's performance in relation to the execution of the AIC program;
 - c. assess the Contractor's willingness and ability to work collaboratively with the Commonwealth and Australian Industry to achieve the AIC Objectives and AIC Obligations; and
 - d. identify the Commonwealth's involvement in the AIC program.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The AIC Plan inter-relates with the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP);
 - b. Innovation / Efficiency Implementation Plan (IEIP);
 - c. Phase In Plan (PHIP);
 - d. Ramp Up Management Plan (RUMP);
 - e. Supply Chain Management Plan (SCMP);
 - f. the governing plans for each of the support Services required under the Contract (ie, operating support, engineering, maintenance, supply and training);
 - g. Contract Work Breakdown Structure (CWBS);
 - h. Support Services Master Schedule (SSMS);

- i. Contract Status Report (CSR); and
- j. Technical Data List (TDL).

4.2 The AIC Plan inter-relates with the AIC requirements at Attachment F, AIC-related financial information in Attachment B, and the relevant delivery requirements in Attachment C.

5. APPLICABLE DOCUMENTS

5.1 The following documents form part of this DID to the extent specified herein:

| | |
|-----------|--|
| 2018 DES | 2018 Defence Export Strategy |
| 2019 DPIP | 2019 Defence Policy on Industry Participation |
| | 2019 Defence Industry Skilling and STEM Strategy |
| 2024 DIDS | 2024 Defence Industry Development Strategy |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the AIC Plan shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.1.4 The AIC Plan shall be written in accordance with the following requirements:

- a. the Contractor's commitments are to be separated from any background or descriptive information;
- b. the background or descriptive information is to be no more than 25% of the overall size of the AIC Plan (measured by page count), and is to be clearly identified as background and/or descriptive material;
- c. the Contractor's commitments are to be set out using the following terminology as appropriate:
 - (i) except when using one of the forms in paragraph (ii) below, the words, "the Contractor shall [...]", are to be used to set out absolute commitments;
 - (ii) the words, "the Contractor shall use its best endeavours to [...]" or "the Contractor shall use its reasonable endeavours to [...]", are to be used when the Contractor is not able to make an absolute commitment, but a qualified commitment is required; and
 - (iii) the words, "the Contractor may [...]", are to be used when there is little-to-no certainty that a particular path or decision will actually occur or be made, or the matter is discretionary; and
- d. any matters or assumptions which qualify the Contractor's commitments are to be clearly stated individually in respect of each commitment, and the relevant commitment is to be expressed to be subject to those qualifications using specific cross references. Any background or descriptive information is not to qualify the Contractor's commitments. Generic words, such as "where appropriate", "when appropriate", or "as required" are not to be used to qualify the Contractor's commitments.

6.2 Specific Content

6.2.1 AIC Program Summary

Note: *This section should be no more than three pages. It should provide an introduction and summary of the strategic intent, objectives and commitments underpinning the AIC Plan, consistent with the Australian industry policy requirements at clause 5.*

6.2.1.1 The AIC Plan shall provide a summary of:

- a. the Contractor's strategy for achieving each of the AIC Objectives, including summarising the Contractor's and AIC Subcontractors' commitments over the Contract Term for achieving these AIC Objectives;
- b. any Sovereign Defence Industrial Priorities (SDIPs) and Detailed SDIPs applicable to the Contract;
- c. the Contractor's and AIC Subcontractors' commitments for delivering against the Australian Industry Activities (AIAs), including Defence-Required Australian Industrial Capabilities (DRAICs), applicable to the Contract;
- d. the Defined Contract Value and the overall ACE percentage for the Defined Contract Value over the Term and, if applicable, the associated Prescribed ACE Percentages for Recurring Services;
- e. the Contractor's and AIC Subcontractors' commitments over the Contract Term to identifying and employing Local Businesses in the delivery of Contract requirements;
- f. the Contractor's and AIC Subcontractors' commitments over the Contract Term to promote innovation and research and development (R&D) relating to the Capability and/or the Products Being Supported;
- g. the Contractor's commitments to engaging and employing veterans (previous members of the Australian Defence Force), including through suppliers that employ veterans, as part of delivering the Contract requirements;
- h. the Contractor's commitments to Australian Industry over the longer term, particularly Small-to-Medium Enterprises (SMEs) and Local Businesses, including:
 - (i) newly-proposed long-term partnering arrangements with particular Australian Entities;
 - (ii) enhancements to existing long-term partnering arrangements with particular Australian Entities; and
 - (iii) long-term engagement of particular Australian Entities in the Contractor's supply chain; and
- i. any other commitments or matters of note that demonstrate the Contractor's commitment to achieving the AIC Objectives.

6.2.2 AIC Management

6.2.2.1 The AIC Plan shall:

- a. identify the AIC manager, including name, title, contact details and the AIC manager's responsibilities, position in the organisation, and describing the scope of influence of the AIC manager to promote and achieve the AIC Objectives;
- b. describe the organisational arrangements for managing and undertaking the AIC program and related activities for the Contract, including identifying the number of people involved in the AIC program and their respective responsibilities; and
- c. where AIC Subcontractors are applicable to the Contract, identifying the arrangements and division of responsibilities between the Contractor's AIC organisation and each of the AIC Subcontractor's AIC organisations.

6.2.2.2 The AIC Plan shall describe:

- a. the assurance process used to ensure that the AIC Obligations are met and the AIC Objectives are being pursued, including:

- (i) the data to be captured, monitored and reported on;
 - (ii) the nature of, and the indicative frequency of, assurance activities; and
 - (iii) the reporting process for assurance activities planned / conducted during each reporting period;
- b. the strategy and processes used to identify and remediate potential or actual problems with achieving the AIC Obligations, including:
- (i) describing the different processes to be employed when the problems are internal to the Contractor or are due to a Subcontractor, including the triggers that will be used to identify potential or actual problems;
 - (ii) the processes to be used to assist Australian Entities to address identified problems; and
 - (iii) the processes to be followed and associated timeframes to escalate the identified problems within the Contractor's organisation, including to advise the Commonwealth of the problems in accordance with clauses 4 and 11.2.2 of the COC; and
- c. the details and outcomes that will be recorded in relevant Contract progress reporting.

6.2.2.3 If a Capability Innovations and Efficiencies (CIE) Program is a requirement of the Contract, the AIC Plan shall describe the Contractor's arrangements for identifying AIC-related opportunities and, where applicable, integrating them into the CIE Program to assist with achieving the AIC Objectives (cross-referring to the IEIP as appropriate), including:

- a. the methodology, systems, processes and tools to be used to identify potential opportunities for Australian Industry, including opportunities that:
 - (i) may arise out of new or modified scope (eg, through adjustments to the Rate Of Effort required under the Contract or through Survey and Quote (S&Q) activities); and
 - (ii) could be identified through the Contractor's measurement, monitoring and analysis activities under the Contract, such as analysis of Other Performance Measures (OPMs), supply chain monitoring, and supportability and engineering analyses (eg, as may be required under DSD-ENG-SERV and DSD-SUP-SERV); and
- b. the methodology for integrating these opportunities into the Contract, including through the CIE Program where applicable.

6.2.3 AIC Schedule

6.2.3.1 The AIC Plan shall include an AIC Schedule that details the activities being performed over the Contract Term in Australia or New Zealand and/or by each Australian Entity.

6.2.3.2 The AIC Schedule required by clause 6.2.3.1 shall be in the format defined in Annex B, or as otherwise agreed between the parties.

6.2.4 Opportunities for Australian Industry

Note: The Contractor's and AIC Subcontractors' commitments to provide work to particular ANZ Subcontractors are provided in response to clause 6.2.8.

6.2.4.1 The AIC Plan shall include a table (refer Table 1), at Level 3 of the CWBS (or, if a CWBS is not required under the Contract, the equivalent level of breakdown for the Recurring Services Fee in Attachment B), which identifies those elements of the Contract for which the exact source of supply for particular goods and services has not yet been finalised, including:

- a. a description of the specific goods and services for which the source of supply has not yet been finalised, including in relation to any goods and/or services that the Contractor will be acquiring through an Approved Subcontractor (ie, the Approved Subcontractor has not yet finalised the source of supply for the elements that it will

be providing to the Contractor and these elements could be acquired through a lower-tier Subcontract);

- b. identification as to whether or not the Contractor considers that one or more opportunities exist for Australian Industry to provide those goods and/or services;
- c. if the Contractor considers that one or more opportunities exist, a brief description of the nature and scope of those opportunities, including:
 - (i) the identification of the Australian Entities that have been identified by the Contractor as potentially suitable (if any), including whether or not they are SMEs and/or Local Businesses and a brief description of the goods and/or services that those companies offer;
 - (ii) the likely timings associated with each opportunity; and
 - (iii) whether or not the Contractor plans to compete the opportunity with overseas companies; and
- d. if the Contractor considers that opportunities for Australian Industry do not exist for the particular goods and/or services, the rationale for that assessment, including whether or not such an opportunity may exist at some future time and, if so, the conditions required for the opportunity to be considered viable.

Note: For clarity, the table should not include any elements for which the Contractor has already made a binding commitment to an Australian supplier.

Table 1 – Opportunities for Australian Industry

| CWBS Level 3 Element (or equivalent) | Description of the goods / services for which the source of supply is still to be determined | Opportunities for the participation of Australian Industry | Description of opportunity, or rationale for no opportunity |
|--------------------------------------|--|--|---|
| | | | |
| | | | |
| | | | |

6.2.4.2 Where the Contractor has proposed in its tender response (or subsequently) to utilise a particular Australian or New Zealand supplier, but the actual supplier, or the scope of actual goods and/or services to be provided from that supplier, will be determined as an outcome of a market testing process that is yet to be conducted, the AIC Plan shall identify:

- a. the supplier; and
- b. the details in relation to the nature and timing of the associated market testing process.

6.2.5 Contract Market Testing / Subcontract Establishment

Note: This clause requires consideration of the industry engagement processes, such as the use of industry associations, supplier advocates, professional networks, the Office of Defence Industry Support (ODIS), AusIndustry, Supply Nation or other forms of advertising and/or promotion used to publicise opportunities for Australian Industry.

6.2.5.1 If a SCMP is not a requirement under the Contract, the AIC Plan shall describe the approach, actions, processes and clear commitments in relation to industry engagement, market testing and Subcontract establishment that will be undertaken by the Contractor to promote and achieve the AIC Objectives and satisfy the AIC Obligations (cross-referring to the PHIP and RUMP, as appropriate), particularly in relation to the opportunities identified in response to clause 6.2.4, including in relation to:

- a. scanning Australian Industry to identify potential Australian or New Zealand suppliers to deliver the contracted requirements and further the AIC Objectives, including the timeframes when the Contractor commits to undertaking these activities (which, for clarity, may be defined in relation to Milestones or other defined events);

- b. advising Australian Industry of the potential opportunities to participate in the work required under the Contract, such as advertising through industry associations, forums and the Contractor's website, and the timeframes when the Contractor commits to undertaking these activities (which, for clarity, may be defined in relation to Milestones or other defined events);
- c. establishing Subcontracts with Australian Industry, including:
 - (i) an overview of the Contractor's standard procurement processes;
 - (ii) a description of how procurement activities will be structured, including in relation to timings and use of selection criteria, to maximise opportunities for Australian Industry to participate in the procurement activities on a fair and equitable basis; and
 - (iii) describing how any commercial requirements and constraints, which may apply to particular types of procurement activities, will be addressed, including in relation to Intellectual Property (IP), security, and export controls, so that the widest possible market engagement can be undertaken to satisfy the AIC Objectives; and
- d. ensuring that AIC Subcontractors will undertake their own market testing activities to promote and achieve the AIC Objectives.

6.2.5.2 The AIC Plan shall describe the Contractor's commitments, including any initiatives to be undertaken, to employ veterans (previous members of the Australian Defence Force), including through suppliers that employ veterans, as part of delivering the Contract requirements.

6.2.6 Creation, Enhancement and Maintenance of Australian Industrial Capabilities

Note: This clause is intended to address all ANZ Industrial Capabilities being created, enhanced or maintained under the Contract and not be limited to those Industrial Capabilities that are identified as AIAs in Attachment F.

6.2.6.1 The AIC Plan shall identify and describe the Contractor's commitments and any AIC Subcontractors' commitments under the Contract in relation to the creation or enhancement of Industrial Capabilities in Australia or New Zealand, including:

Note: Where applicable, the creation of an Industrial Capability also includes the completion of a sustainment-related Industrial Capability that was commenced under a linked acquisition contract.

- a. a brief description of each Industrial Capability, including:
 - (i) the identification (where known) of the Australian Entity(ies) in which the Industrial Capability will be created or enhanced; and
 - (ii) whether or not the Industrial Capability is identified as an AIA in Attachment F;
- b. the outcomes being sought in terms of:
 - (i) the specific Industrial Capabilities to be created or enhanced, including describing the specific creation of, or enhancements to, skills, knowledge, systems, technology and/or infrastructure;

Note: The purpose of the following clause is to establish the exact boundaries of each Industrial Capability. For example, an Industrial Capability established to undertake Software Maintenance may only undertake a portion of the overall work in relation to the Software to be maintained under the Contract.

- (ii) the utilisation of the newly-created or newly-enhanced Industrial Capabilities by the Contractor and/or the AIC Subcontractors under the Contract (ie, the specific work to be performed by the Industrial Capability, and explicitly identifying any work that could be done by the Industrial Capability, but is proposed to be undertaken by overseas companies); and

- (iii) the potential opportunities that may exist more broadly to utilise the Industrial Capabilities for future work with the Contractor and/or AIC Subcontractors, including for future work with Defence;
 - c. an overview of the specific initiatives and activities to be undertaken to achieve these outcomes (cross-referring to the PHIP, RUMP and other applicable plans, as appropriate), including:
 - (i) where the Industrial Capabilities will be established and/or evolved in Australian Entities other than the Contractor or AIC Subcontractors, the identification of the specific sectors of Australian Industry for which assistance will be provided, including, where known, the specific companies to receive the assistance (by company name and ACN/NZCN) and whether or not the company is an SME or a Local Business;
 - (ii) the specific commitments of the Contractor, AIC Subcontractor(s) and, where applicable, other companies (eg, a parent company or an Original Equipment Manufacturer (OEM) under a Subcontract) to achieve the identified outcomes, including in relation to the transfer of technology, know-how, know-why, and TD/IP (cross-referring to the TDL, as appropriate);
 - (iii) the timeframes and costs associated with these commitments, including whether or not the commitments involve the utilisation of government grants;
 - (iv) any assumptions, constraints and/or risks associated with the Industrial Capability and/or the plan for its creation, enhancement or maintenance (as applicable), including the proposed mechanisms and/or activities to address or mitigate the identified assumptions, constraints and risks;
 - (v) any expectations of the Contractor with respect to the Commonwealth associated with the Industrial Capability and/or the plan for its creation, enhancement or maintenance (as applicable); and
 - (vi) if a DRAIC Readiness Review (DRAICRR) is required under the Contract, the proposed approach to satisfying the requirements for this review, as set out in Attachment F, including the organisations and individuals involved and their specific responsibilities, the proposed review venue, the detailed pre-requisites for conducting the review, actions to be undertaken during the review (eg, documentation to be reviewed), and the detailed review completion criteria; and
 - d. any planned follow-on activities or opportunities to ensure that the new or enhanced Industrial Capabilities are maintained and will remain viable.

6.2.6.2 The AIC Plan shall identify and describe the Contractor's commitments and any AIC Subcontractors' commitments under the Contract to support the maintenance of existing Industrial Capabilities within Australian Industry, including:

- a. the specific sectors of Australian Industry for which assistance will be provided or activities will be undertaken, including, where known, the specific companies to receive the assistance (by company name and ACN/NZCN) and whether or not the company is an SME or a Local Business; and
- b. the specific activities and/or initiatives to be undertaken, including a brief description as to how these activities assist with the maintenance of existing Industrial Capabilities in Australia or New Zealand.

Note: The 2018 Defence Export Strategy sets out the Australian Government's approach to achieving greater export success in order to build a stronger, more sustainable and globally competitive Australian Defence Industry.

6.2.6.3 The AIC Plan shall identify any commitments of the Contractor or AIC Subcontractors to promote the long-term sustainability of Industrial Capabilities within Australian Industry, including identifying and describing:

- a. any new Australian Industry company that has entered, or will be entering, the Contractor's global supply chain as a result of the Contract, including:

- (i) the nature of each company's current or projected contribution; and
 - (ii) the estimated timeframe for each new company to enter the Contractor's global supply chain; and
- b. how Australian Industry has or will be provided with opportunities to enter export markets or facilitate domestic sales of goods or services as a result of the Contract.

6.2.7 Supply Chain Assurance

6.2.7.1 The AIC Plan shall describe the Contractor's plan, including the associated measures, to address assurance of the supply chain over the Term, including:

- a. measures to address the resilience of the supply chain with respect to security of supply and diversity of supply for the Term (ie, in relation to the ongoing viability of the Australian Entities in the Contractor's supply chain and to address activities that could affect delivery of goods and services from overseas for which greater resilience could be offered from an Australian Entity) in relation to, for example:
 - (i) market forces affecting the availability of supply, such as demands on the supply chain from other areas in Defence or other industries;
 - (ii) where a supply chain failure is identified as a significant risk to the achievement of the Contract; and/or
 - (iii) interdiction of goods due to international government intervention; and
- b. for those elements of the supply chain that will be required during the sustainment phase, measures to monitor those elements so that they are able to provide the required services throughout the sustainment phase.

6.2.7.2 The AIC Plan shall detail the mechanisms for reporting to the Commonwealth, including through the CSR, the outcomes of the Contractor's monitoring and assurance activities, including:

- a. progress against the schedule of planned assurance activities against the ANZ elements of the Contractor's supply chain;
- b. a brief summary of the health of the implemented Industrial Capabilities, including an assessment of each Subcontractor's abilities to undertake the required sustainment activities; and
- c. identification of any areas of concern, including:
 - (i) a summary of the concern;
 - (ii) the suggested plan to rectify, if required, including any actions proposed to be undertaken by the Commonwealth; and
 - (iii) a risk assessment if no action were to be taken to resolve the identified concerns.

6.2.8 Contractor and AIC Subcontractor Activities Contributing to ACE

Note: *The Contractor's activities will be described in various Contract plans, including the CWBS (when required under the Contract). The intent here is for the AIC Plan to set out the specific aspects of the Contractor's and AIC Subcontractors' activities that contribute to ACE, including:*

- a. ***all activities being conducted directly by the Contractor or an AIC Subcontractor, which are classified as ACE;***
- b. ***all activities being conducted by Subcontractors to the Contractor and AIC Subcontractors, which are classified as ACE; and***
- c. ***where the Contractor or an AIC Subcontractor is an overseas entity, all activities being conducted by the Contractor or AIC Subcontractor in support of ANZ Subcontractors, which are not classified as ACE, but enable ACE through the related ANZ Subcontract (eg, delivery of training and TD to transfer skills).***

- 6.2.8.1** For those Contractor and AIC Subcontractor activities contributing to ACE (including Subcontractor activities), the AIC Plan shall provide a breakdown at Level 3 of the CWBS (or, if a CWBS is not required under the Contract, the equivalent level of breakdown for the Recurring Services Fee in Attachment B), which:
- a. provides a breakdown that clearly describes the elements of the work being conducted in Australia or New Zealand (by postcode) and the elements being conducted overseas (by country), including separately identifying the activities being conducted by the Contractor from those being conducted by each AIC Subcontractor and cross-referring to the response provided to clause 6.2.6 where appropriate;
 - b. separately identifies the Contractor's and each AIC Subcontractor's activities in direct support of each Subcontractor activity being conducted in Australia or New Zealand (ie, identifying the specific activities pertaining to each Subcontractor), including:
 - (i) identifying whether the Subcontractor is an SME or a Local Business; and
 - (ii) cross-referring to the response provided to clause 6.2.6 and supplemented by the identification of any other support being provided by the Contractor and/or each AIC Subcontractor to those Subcontractors, such as (for example) the provision of technical assistance, training, TD and equipment, and the secondment of Contractor or AIC Subcontractor personnel;
 - c. if the delivery of Industrial Capabilities as DRAICs or other AIAs are applicable to the Contract, identifies the specific AIAs to be created, enhanced or maintained by the Contractor and each AIC Subcontractor (and/or a Subcontractor to the Contractor, including through an AIC Subcontractor), cross-referring to the response provided to clause 6.2.6 where appropriate;
 - d. separately identifies the Contractor's and each AIC Subcontractor's activities to foster and promote innovation and to undertake R&D in conjunction with Australian Industry, Defence Science and Technology Group (DSTG), Commonwealth Scientific and Industrial Research Organisation (CSIRO), state governments, academia and other Commonwealth agencies in support of the Commonwealth's requirements under the Contract.
- 6.2.8.2** For the set of Contractor and AIC Subcontractor activities contributing to ACE, the AIC Plan shall provide a summary of the Australian and/or New Zealand workforce profile for the Contractor and each AIC Subcontractor over the Contract Term, as derived from the Staff / Skills Profile provided in the SSMP and which identifies:
- a. any increase or decrease in the total Australian and/or New Zealand workforce numbers for the Contractor and each AIC Subcontractor as an outcome of the Contract, including by location (postcode); and
 - b. the areas impacted (eg, full-time vs part-time employees, apprenticeships and particular labour categories impacted), using the same breakdown of the workforce into the labour categories identified in the Staff / Skills Profile in the SSMP.
- 6.2.8.3** Where the Contractor's and each AIC Subcontractor's activities contributing to ACE are facilitated or made possible due to technology transfer (or similar assistance) from another company (eg, from a parent company or from an Original Equipment Manufacturer (OEM) under a Subcontract), the AIC Plan shall describe the commitments of the other company(ies) to enable this work to be undertaken in Australia or New Zealand, including:
- a. specific details in relation to transfer of technology, TD/IP, know-how and know-why; and
 - b. the mechanisms and timeframes associated with this assistance.

Annexes:

- A. Public AIC Plan
- B. Australian Industry Capability Schedule

ANNEX A

PUBLIC AIC PLAN

Notes:

- a. *The Public AIC Plan is designed to facilitate transparency and promote opportunities for Australian Industry to compete on merit, throughout the Contract Term, by publishing these opportunities on the Commonwealth's internet website.*
- b. *The initial Public AIC Plan is to be developed from the successful tender response and any negotiated changes (as may be included in Attachment K) prior to being submitted to the Commonwealth for Approval.*
- c. *Updates to the Public AIC Plan are to be prepared, in accordance with the CDRL, to ensure that the plan accurately reflects forthcoming industry opportunities for publication on the Commonwealth internet website.*

1. GENERIC FORMAT AND CONTENT

- 1.1 The Public AIC Plan shall be written on a company letterhead, signed by a duly authorised officer of the Contractor, and presented in a format that can be published on a Commonwealth internet website.
- 1.2 The Public AIC Plan shall only contain information of an appropriate security classification for publication on a public Internet website.
- 1.3 The Public AIC Plan shall, to the extent practicable, comply with the Australian Government Style Manual, which can be found at: <https://www.stylemanual.gov.au/>.
- 1.4 The Public AIC Plan shall include the information required under section 2, including using the same headings and structure.

2. SPECIFIC CONTENT: PUBLIC AIC PLAN**2.1 Company Details**

2.1.1 The Public AIC Plan shall include the following company details:

- a. company name;
- b. address for the relevant company office; and
- c. website details.

2.2 Executive Summary

2.2.1 The Public AIC Plan shall contain an *executive summary* that includes:

- a. the Defence project number (if applicable) and the Contract number;
- b. an overview of the scope of the Contract, including the major Products Being Supported and Services being provided and the scope of work to be performed by Australian Industry;
- c. the approximate Defined Contract Value and the overall ACE percentage for the Defined Contract Value;
- d. the Contract Term and forecast completion date; and
- e. the identification of the SDIPs, Detailed SDIPs, and AIAs applicable to the Contract.

2.2.2 This section of the Public AIC Plan shall be consistent with the "AIC Program Summary" required under clause 6.2.1.

2.3 Subcontracted Work

2.3.1 The Public AIC Plan shall describe the work to be subcontracted to Australian Industry, including:

- a. a summary of the overall scope of work to be subcontracted;

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- b. the total forecast value of Subcontracts (in Australian dollars at Base Date), including those Subcontracts that have been signed;
- c. ACE, as a percentage of the total forecast value of the Subcontracts;
- d. for each AIC Subcontractor, the company name, location and nature of work that they have been contracted to perform; and
- e. a list of Subcontractors within the supply chain that are a Small to Medium Enterprise, a Local Business, and/or that have signed the Veterans employment commitment.

2.3.2 In addition to the information required by clause 2.3.1d, the Public AIC Plan should summarise any other notable Subcontracts (ie, other than Subcontracts with AIC Subcontractors) that demonstrate and promote the benefits of the Contract in achieving the AIC Objectives.

2.4 Creation, Enhancement and Maintenance of Australian Industrial Capabilities

2.4.1 The Public AIC Plan shall summarise the Contractor's commitments, and any AIC Subcontractors' commitments, to the creation of new Industrial Capabilities, or the enhancement or maintenance of existing Industrial Capabilities within Australia or New Zealand, including:

- a. the sectors in Australian Industry for which assistance is being or will be provided, and the outcomes being sought from providing that assistance;
- b. a brief summary of the specific work being conducted or the initiatives being implemented to assist with the creation, enhancement and/or maintenance of Industrial Capabilities, particularly where these provide benefits to Defence, such as:
 - (i) transfer of technology;
 - (ii) related AIAs, particularly DRAICs; and
 - (iii) training and skills development programs.

2.4.2 This section of the Public AIC Plan shall be consistent with the "Creation, Enhancement and Maintenance of Australian Industrial Capabilities" required under clause 6.2.6.

2.5 Future Work Opportunities

2.5.1 The Public AIC Plan shall summarise the future work opportunities available to Australian Industry, including:

- a. a summary of the goods and services for which the source of supply is still to be determined and for which there are one or more opportunities for Australian Industry;
- b. the nature of each opportunity, in terms of the scope of each proposed Subcontract for the goods and services identified in response to clause 2.5.1a; and
- c. if applicable, the location(s) where it is required or desirable for the work to be performed (eg, if installation work is required to be performed on a Defence base).

2.5.2 This section of the Public AIC Plan shall be consistent with the "Opportunities for Australian Industry" required under clause 6.2.4.

2.6 Market Engagement

2.6.1 The Public AIC Plan shall describe the process for Australian Entities to apply for the work opportunities described in response to clause 2.5, including:

- a. indicative timeframes for advertising, tendering and Subcontract award;
- b. how the opportunity will be advertised (eg, through the use of supplier advocates, industry forums, professional networks, and the Contractor's webpage); and
- c. contact details for an appropriate representative from the Contractor to enable Australian companies to discuss the opportunities and register their interest.

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- 2.6.2** This section of the Public AIC Plan shall be consistent with the “Contract Market Testing / Subcontract Establishment” required under clause 6.2.5.

ANNEX B

AUSTRALIAN INDUSTRY CAPABILITY SCHEDULE

Table 2: Australian Industry Capability Schedule

| Item Number | Scope of Work to be conducted in Australia or New Zealand and/or by each Australian Entity | Entity Name | ACN/NZCN (if applicable) | CWBS X-refs (Subcontractors only) | Location | SME (yes/no) | Local Business (yes/no) | Veterans (yes/no) |
|-------------|--|--|--------------------------|--|----------|--------------|-------------------------|-------------------|
| a. | b. | c. | d. | e. | f. | g. | h. | i. |
| | [... cross-refer to response to clauses 6.2.6 and 6.2.8 ...] | [...Contractor name...] | | [... 'not applicable' for Contractor ...] | | | | |
| | [... cross-refer to response to clauses 6.2.6 and 6.2.8 ...] | [...AIC Subcontractor A...] | | [... 'not applicable' for AIC Subcontractor ...] | | | | |
| | [... cross-refer to response to clauses 6.2.6 and/or 6.2.8, if applicable ...] | [... Entity C (Subcontractor to AIC Subcontractor A)...] | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Notes for Table 2:

- a. Item Number:** A unique number to identify each line in the table.
- b. Scope of Work:** A brief description (eg, 2-3 bullet points) of the scope of work to be performed in Australia or New Zealand and/or by each Australian Entity including, if applicable, cross-references to DRAICs and other AIAs. For the Contractor and each AIC Subcontractor, cross-refer to the descriptions of work scope prepared in response to clauses 6.2.6 and 6.2.8. If a particular Subcontractor, which is not an Australian Entity, is not performing any work in Australia or New Zealand, enter 'Nil' in this cell.
- c. Entity Name:** The name of the company or other entity if known. If not known at the time of submitting the AIC Plan to the Commonwealth, insert "To be determined" where the Contractor expects to subcontract that element of the work, but no subcontractor has yet been identified. Also identify the approximate timing(s) / timeframes when this subcontracting activity will be undertaken.
- d. ACN/NZCN:** If applicable, the Australian Company Number or New Zealand Company Number.
- e. CWBS Cross-references:** Identify the Level 3 CWBS Element(s) (or equivalent line numbers from the Price Breakdown of the Recurring Services Fee provided in Attachment B) in which the scope of work for the identified entity is captured. This requirement does not apply to the Contractor or AIC Subcontractors when the work effort is described in response to clauses 6.2.6 and 6.2.8.
- f. Location:** The location(s), including postcode(s), where the majority of work is to be performed. For the Contractor and each AIC Subcontractor, leave this column blank (this information is provided in response to clause 6.2.8).
- g. SME:** Is the organisation a Small-to-Medium Enterprise (yes/no)?
- h. Local Business:** Is the organisation a Local Business (yes/no)?

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- i. Veterans: Has the organisation signed the Veterans Employment Commitment (yes/no)? Refer to veteransemployment.gov.au for details.*

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-CSR-V5.2**
- 2. TITLE: CONTRACT STATUS REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contract Status Report (CSR) is the Contractor's principal statement and explanation of the status of the Contract at the end of each reporting period. The CSR is used as a basis of discussion for the Contract Performance Review (CPR).
 - 3.2** The Contractor uses the CSR to inform the Commonwealth in regard to:
 - a. provision of the Services;
 - b. planned activities; and
 - c. opportunities and the problems, risks and Issues requiring management.
 - 3.3** The Commonwealth uses the CSR:
 - a. to assist with monitoring the performance of the Contractor;
 - b. to determine that the Services are meeting contractual requirements; and
 - c. as a record of contractual performance.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CSR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP);
 - b. Australian Industry Capability (AIC) Plan; and
 - c. all other plans for which there is a reporting requirement identified in this DID.
 - 4.2** The CSR inter-relates with the following data items, where these data items are required under the Contract:
 - a. Support Services Master Schedule (SSMS);
 - b. Innovation / Efficiency Implementation Plan (IEIP);
 - c. Support Services Verification Matrix (SSVM); and
 - d. all other reports, and the agenda and minutes of scheduled review meetings required under the Contract.
 - 4.3** The CSR inter-relates with the Technical Data and Software Rights (TDSR) Schedule.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

Australian Contract Expenditure (ACE) Measurement Rules
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item (eg, schedule or register) that contains aspects of the required information (including for the same reporting period), the CSR shall summarise these aspects and refer to the other data item.

- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 Overview

- 6.2.1.1** The CSR shall identify the date at which the CSR is statused and the time period since the status date of the previous CSR (the 'reporting period').

- 6.2.1.2** The CSR shall include a brief summary of the more important aspects of the report, including:

- a. the scope of the activities performed for the provision of applicable Services during the reporting period;
- b. the overall achievement or non-achievement of Performance Measures, including Key Performance Indicators (KPIs) and any Other Performance Measures (OPMs), where these are required under the Contract; and
- c. expected changes and significant forthcoming events in the future provision of Services and Contract management, as applicable.

6.2.2 Contract Status

- 6.2.2.1** The CSR shall include the following information:

- a. a summary of significant work activities (including those undertaken by Approved Subcontractors) undertaken during the reporting period;
- b. a summary of significant work activities (including those to be undertaken by Approved Subcontractors) expected to be undertaken in the next reporting period;
- c. a summary of any long-term changes or foreseen events and the impact (beneficial or otherwise) that these are expected to have on the applicable Services;
- d. a report identifying the status of all outstanding data items, the data items delivered during the reporting period and the data items to be delivered in the next reporting period, including delivered / due dates (as applicable), review cycles and results;
- e. a report providing a list of those data items that have been reviewed for accuracy in accordance with the maintenance requirements of the CDRL, and found not to need updating;
- f. a list of all action items and their status from Periodic Performance Reviews;
- g. a report on progress of any required Export Approvals (if applicable);
- h. a summary of the Contractor's Configuration Control Board (CCB) minutes, including documentation of the major decisions of the Contractor CCB meetings (if applicable);
- i. details of progress made against all Approved Remediation Plans other than those reported under clause 6.2.3 (if applicable);
- j. a list of correspondence that requires a response from the Commonwealth, but for which no response has been received; and
- k. a list of Commonwealth correspondence to the Contractor for which a response is outstanding, and an estimate of the response date.

- 6.2.2.2** The CSR shall include one of the two following statements from the Contractor (along with any additional information required by the statement) pursuant to COC clause 11.2:

- a. 'During the reporting period, there has been no event or series of events that has triggered any of the Contractor's reporting obligations pursuant to COC clause 11.2'; and
- b. 'During the reporting period, there has been an event or series of events that has triggered one or more of the Contractor's reporting obligations pursuant to COC clause 11.2. A summary of those events is set out below.' [... Contractor to insert details of non-conformance(s) / trigger event(s) ...]

6.2.3 Performance Measurement Report

Note: *The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR (eg, in order to inform Performance Assessment Reviews).*

6.2.3.1 Where reporting against KPIs or OPMs (or both) is required under the Contract, the CSR shall include a Performance Measurement Report that sets out, for the associated Review Period:

- a. the Contractor's collation of performance data, including the Contractor's evaluation and analysis of that data;
- b. the Contractor's calculation of:
 - (i) the Achieved Performance, Adjusted Performance Score and Performance Band for each KPI;
 - (ii) the results against Other Performance Measures (OPMs); and
 - (iii) the Performance Payments; and
- c. the identification of any restrictions on certain payments, as defined by clause 7 of the COC.

6.2.3.2 The Performance Measurement Report shall, for each KPI and for each OPM that is a measure of the Contractor's performance (whether related to the Services or compliance with the Contract):

- a. report the result in terms of the metric used for the Performance Measure;
- b. report on the achievement or non-achievement of the Required Performance Level or other specified threshold, when one is applicable to the Performance Measure;
- c. if a Required Performance Level or other specified threshold for a Performance Measure was not achieved during the Review Period:
 - (i) identify and summarise the reasons for the non-achievement; and
 - (ii) provide an assessment of the resources or other factors needed to achieve the Required Performance Level or other specified threshold, or to overcome the identified reasons for non-achievement, as applicable, in future Review Periods;
- d. summarise the progress made against any Remediation Plans, that are related to Performance Measures, during the Review Period; and
- e. provide a comparison with results from previous Review Periods to enable the identification of performance trends.

6.2.3.3 Where OPMs are used to forecast the future performance of the Products Being Supported and the attendant Support System (eg, as lead indicators of the future Capability and supportability of the Materiel System), the Performance Measurement Report shall, for each such OPM:

- a. report the result in terms of the metric used for the OPM and the relevance, if any, of the result in relation to established performance baselines or thresholds;
- b. provide a comparison with previous results to enable the identification of system performance trends;
- c. cross-refer to any related analyses undertaken during the reporting period to assess the impact of the results, or previous related results, on the Materiel System or Contract, as applicable; and
- d. cross-refer to any risks, Issues or problems that have been identified in response to the results, including those that may affect Contractor's capability to provide Services in the future.

6.2.3.4 For each of the major (Routine and Ad Hoc) Services provided during the reporting period that are managed against a schedule (eg, a Major Change program or a maintenance overhaul exceeding one month in duration), and including those Services in progress, the Performance Measurement Report shall report the progress achieved against the relevant

schedule. This shall be supported by Performance Measures appropriate to the scope of work for the individual tasks within each schedule.

- 6.2.3.5** If a significant quantity of performance measurement and related information is to be reported, the Performance Measurement Report should use graphical representations to summarise overall achievement levels.

6.2.4 Capability Innovations and Efficiencies Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR (eg, in order to inform Performance Assessment Reviews).

- 6.2.4.1** The CSR shall include a Capability Innovations and Efficiencies Report, which shall provide, for the associated reporting period(s), a summary of:

- a. each Approved Innovation / Efficiency (IE) being progressed, including its goals and, where applicable, projected costs / cost-savings and/or productivity improvements;
- b. progress for each Approved IE including, as applicable, preparation of the Contract Change Proposal (CCP) to incorporate the Approved IE, or progress against the separate implementation plan appended to the Approved IEIP;
- c. any problems or Issues encountered with implementing an Approved IE, including the approach to resolving the problems or Issues;
- d. any potential IEs awaiting disposition by the Commonwealth; and
- e. any potential IEs rejected by the Commonwealth.

6.2.5 Finance Report

- 6.2.5.1** The CSR shall include a Finance Report, which facilitates a review of financial management activities undertaken during the reporting period and identifies factors related to future financial management and budgeting activities.

- 6.2.5.2** The Finance Report shall include, for the reporting period, a summary of (as applicable):

- a. Recurring Services where the scope of the Services were significantly less than or greater than the description contained in Annex B to Attachment B or the SOW, where those Services are described in quantitative terms;
- b. Task-Priced Services noting where the requested number of Services were significantly higher or lower than expected;
- c. Survey and Quote (S&Q) Services, including the types of Services provided and the quantity of S&Q Orders within nominal price ranges; and
- d. CCPs, if any, implemented for changes in the Rate of Effort, as required under the SOW.

- 6.2.5.3** The Finance Report shall include, for future financial management and budgeting activities (as applicable):

- a. a forecast estimate of claims for payment for the next reporting period, including the aggregate of known Ad Hoc Services (eg, programmed Major Change development activities paid for as S&Q Services);
- b. recommended changes to the Price and Payment Schedule (Attachment B) categories for Services, such as:
 - (i) Task-Priced Services with regular arising rates, which may be considered for Recurring Services;
 - (ii) Recurring Services with irregular arising rates, which may be considered for Task-Priced Services; and
 - (iii) S&Q Services with consistent costs, or costs and arising rates, which may be considered for Task-Priced Services or Recurring Services;
- c. recommended changes to the cumulative value or total number of Pre-Authorised Ad Hoc Services defined in the COC; and

- d. a summary of details of an anticipated CCP applicable to established or forecast changes in the Rate of Effort, as defined in the SOW.

6.2.6 Risk Report

6.2.6.1 The CSR shall include a Risk Report, which reflects the current status of risk for the Contract, including for any Ad Hoc Services.

6.2.6.2 The Risk Report shall include risks from the Risk Register that affect the Contract or any Ad Hoc Services, showing either the 20 most significant risks or all risks that are assessed as high (or higher), whichever is the greater number.

6.2.6.3 The Risk Report shall include highlights of progress in risk mitigation activities for the identified risks, and any changes in risk status since the previous CSR.

6.2.7 Problem Report

6.2.7.1 The CSR shall include a Problem Report, which describes the significant problems experienced during the reporting period. For each problem, the description shall include:

- a. an account of the problem;
- b. the effect of the problem on the Contract to date;
- c. the proposed resolution;
- d. any requested Commonwealth Representative actions to overcome or mitigate the problem;
- e. the effect on the Contract if the proposed actions are put into effect; and
- f. the effect on the Contract if the proposed actions are not taken or fail.

6.2.8 Configuration Change Register

6.2.8.1 The CSR shall include a Configuration Change Register (CCR), which records all activities relating to CCPs, Engineering Change Proposals (ECPs) and Deviations (including variances) during the reporting period. The first section of the CCR shall contain active items, and the second section shall contain brief details of closed and completed items.

6.2.8.2 The active items section of the CCR shall include information such as reference number, title, abstract, date raised, date approved, affected Contract clause number, responsible party, cost/savings involved, date of last action, status at last action, target date for completion of next action, target status at completion of next action, and target date for completion of the CCP, ECP or Deviation.

6.2.8.3 The closed and completed section of the CCR shall include information such as reference number, title, abstract, affected Contract clause number, cost/savings involved, and closure/completion date.

6.2.9 Quality Assurance Report

6.2.9.1 The CSR shall include a Quality Assurance Report, which addresses:

- a. Certification status and external audit results;
- b. internal audit non-conformances;
- c. a summary of Subcontractor audits performed and details of non-conformances detected;
- d. a summary of the actions taken to resolve non-conformances and any outstanding actions that are still pending;
- e. any significant changes to the Quality Management procedures that are likely to impact on the Services; and
- f. any other quality-related subject on an exception basis nominated by the Commonwealth Representative or Quality Assurance Representative.

6.2.10 Personnel Report

6.2.10.1 The CSR shall include a Personnel Report, which provides the following information:

- a. the number of Full-Time Equivalent (FTE) Personnel being employed by the Contractor and each Approved Subcontractor for the purposes of the Contract, including the location (by country and within Australia by the postcode of the place of employment);
- b. details of the actual versus planned FTE (both total and by skill category) for the Contractor, including any issues with respect to fulfilling the personnel requirements in relation to numbers, skills and experience);
- c. any issues with respect to Key Persons, including any proposed changes to Key Persons or Key Staff Positions;
- d. a statement as to whether or not the Contractor's obligations in regard to current and future contracts / work has any implications for the Contract in relation to fulfilling the personnel requirements; and
- e. a brief description as to how any identified issues are being addressed.

6.2.11 Australian Industry Capability Management Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

6.2.11.1 The CSR shall include an Australian Industry Capability (AIC) Management Report that describes the implementation of the AIC Plan and the overall achievements of the AIC program.

6.2.11.2 The AIC Management Report shall include the following information for the reporting period:

- a. a description of the activities undertaken to provide assurance that AIC Obligations were met and AIC Objectives were pursued, in accordance with the Approved AIC Plan;
- b. an explanation for over- or under-performance in relation to the AIC Plan, including what actions will be taken to address any under-performance;
- c. identify any emerging risks (eg, skills shortages for Industrial Capabilities) that could prevent full achievement of the AIC Plan and the proposed mitigation;
- d. a summary of any emerging opportunities to enhance AIC cross-referring, when applicable, to the Capability Innovations and Efficiencies Report for additional detail;
- e. if the CDRL requires the AIC Management Report to be delivered at a different time to the remainder of the CSR, the AIC Management Report shall include:
 - (i) the Subcontractor Report in accordance with clause 6.2.15; and
 - (ii) the Personnel Report in accordance with clause 6.2.10;
- f. details of any specific activities or commitments by the Contractor and Approved Subcontractors to provide further support to the Indigenous Procurement Policy or the engagement and employment of ANZ veterans;
- g. identification of any achievements, suitable for publication, that demonstrate the benefits of the AIC program to Defence and/or to promote the value of the Contract to the Australian economy; and
- h. any other the reporting requirements specified in the AIC Plan.

6.2.11.3 If Supply Chain Management is included in the SOW, the AIC Management Report shall include a summary of any new Subcontracts planned to be tendered by the Contractor, in respect of the next reporting period, including:

- a. tenders for which Australian Entities are expected to be competitive; and

- b. tenders that will not be open to Australian Entities or for which Australian Entities are not expected to compete, the reason for that conclusion and, when applicable, the limitations to be overcome that would enable Australian Industry to participate.

6.2.11.4 If AIC Subcontractors are applicable to the Contract, the AIC Management Report shall include the following information for each AIC Subcontractor in relation to implementing their Subcontractor AIC Plan:

- a. any opportunities being pursued by the AIC Subcontractor, or being promoted to their Subcontractors, which will enhance Australian Industry participation; and
- b. details of any risks or Issues, including in relation to IP rights, Technical Data, skills transfer or other factors, that could hinder continued and enhanced Australian Industry participation by the AIC Subcontractor and their Subcontractors.

6.2.12 Australian Industry Activities Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

6.2.12.1 If Australian Industry Activities (AIAs) are included in the Contract, the CSR shall include an AIA Report which provides the following information for the reporting period:

- a. a summary of the activities undertaken in relation to each AIA, the outcomes achieved, any difficulties experienced, any emerging risks identified, and the activities for the next reporting period to address the identified difficulties and/or risks, including reference to any associated AIC Remediation Plan;
- b. if Defence-Required Australian Industrial Capabilities (DRAICs) are applicable to the Contract, the following information for each DRAIC in addition to the information provided in response to subclause a above:
 - (i) identification of the funds expended (in AUD) over the reporting period and to date against the total planned expenditure for the DRAIC; and
 - (ii) if the DRAIC has been Accepted, an assessment of its ongoing viability and sustainability, particularly to ensure that it is available when required, in the form required and with the capability required.

6.2.13 Australian Contract Expenditure Progress Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

6.2.13.1 The CSR shall include an Australian Contract Expenditure (ACE) Progress Report, which provides the following information:

- a. for each category of Services applicable to the Contract (eg, Phase In Services, Recurring Services, Task-Priced Services, S&Q Services and Contractor Standing Capability (CSC) Services, as applicable), the ACE and Imported Contract Expenditure (ICE), both in numerical form and as a graphical representation, including:

Notes:

- a. **Planned ACE and ICE for Ad Hoc Services should be provided in relation to each S&Q Order and each authorised Task-Priced Service only, and not in relation to Pre-Authorised Ad Hoc Services. The S&Q Orders and authorised Task-Priced Services may have already been provided, may be currently underway, or may be due to commence in the next reporting period. Each S&Q Order should be separately reported.**
- b. **Planned ACE and ICE for CSC Services should be provided in relation to the CSC Term, and any CSC Tasks that extend beyond the end of the CSC Term, including in relation to any CSC Additional Resources.**
- c. **Actual ACE and ICE for all categories of Services are required to be the actual costs incurred in accordance with the ACE Measurement Rules.**
 - (i) the total values of ACE and ICE planned for the Contract;

- (ii) the values of ACE and ICE for the current reporting period;
 - (iii) the cumulative values of ACE and ICE to the end of the reporting period;
 - (iv) the forecast values of ACE and ICE for the next reporting period;
 - (v) the forecast cumulative value of ACE and ICE for the remainder of the Contract;
 - (vi) if Prescribed ACE Percentages are applicable to the Contract, the Achieved ACE Percentage versus the Prescribed ACE Percentage for the last ACE Measurement Point prior to the end of the reporting period;
 - (vii) if Prescribed ACE Percentages are applicable to the Contract, the forecast values of ACE and ICE for the next ACE Measurement Point; and
 - (viii) if Prescribed ACE Percentages are applicable to the Contract, the Achieved ACE Percentage forecast for the next ACE Measurement Point.
- b. for Recurring Services only, a report on the progress towards achieving the planned ACE for the Contract (including, if applicable, the Prescribed ACE Percentages) up until the end of the reporting period, which:
- (i) in respect of the cumulative ACE value that had been budgeted by the Contractor to the end of the reporting period, provides an explanation for any over- or under-expenditure of the ACE, where over- or under-performance is defined as a variance from the cumulative baseline plan to the end of the reporting period by greater than +/- 5% or +/- AUD1m (whichever is greater);
 - (ii) if Prescribed ACE Percentages are applicable to the Contract, provides an explanation for over- or under-performance achieved in relation to the Prescribed ACE Percentage at the last ACE Measurement Point prior to the end of the reporting period and that is expected to be achieved at the next ACE Measurement Point;
 - (iii) describes what actions will be or are being taken to address under-performance of ACE, including reference to any AIC Remediation Plan; and
 - (iv) identifies any emerging risks that could prevent full achievement of ACE for the Contract, including, if applicable, the next ACE Measurement Point; and
- c. for Recurring Services only, a breakdown of the ACE by postcode, including for each postcode:
- (i) the cumulative value of ACE achieved to the end of the reporting period; and
 - (ii) the forecast cumulative value of ACE for the remainder of the Contract.

6.2.14 Technical Data and Software Rights Report

6.2.14.1 The CSR shall include a Technical Data and Software Rights Report (TDSRR), which facilitates a review of activities to manage Technical Data and Software rights under the Contract undertaken during the reporting period.

6.2.14.2 The TDSRR shall:

- a. summarise any significant events (eg, system and Software changes) during the reporting period, and any significant events expected in the next reporting period, that affect Technical Data and Software rights, identifying the scope of Technical Data and Software affected;
- b. report on the progress made to grant, or have granted, rights to any new or modified Technical Data and Software in accordance with the Contract, including rights to enable the delivery of Technical Data and Software in accordance with SOW Annex A, the Approved TDL and other Approved data items, as applicable;
- c. identify the risks and any Issues in relation to obtaining Intellectual Property licences or any other Authorisations required for Technical Data and Software; and
- d. describe and justify any proposed changes to the assignment of the Commonwealth's rights to items of Technical Data and Software, including:

- (i) identification of the relevant new or modified Technical Data and Software;
- (ii) the nature of the change (eg, the assignment of a modified item of Technical Data to a restrictive category of rights defined by clause 5 of the COC);
- (iii) any effect on work performed under the Contract; and
- (iv) the effect of the change on the value of the Technical Data and Software to the Commonwealth (eg, a reduced ability to compete future work or a reduction in work accessible by Australian Industry).

6.2.14.3 The TDSRR shall cross-reference other data items, the TDSR Schedule, and other Attachments, as appropriate.

6.2.15 Subcontractor Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

6.2.15.1 The CSR shall include a Subcontractor Report, which shall report on ANZ and overseas Subcontractors in separate sections, and provides the following information for both the reporting period and cumulatively for the Contract:

- a. number by the location (by country and within Australia by postcode where the Subcontract is placed) and value (in AUD) of all Subcontracts signed or to be signed by the Contractor:
 - (i) prior to the reporting period;
 - (ii) in the reporting period;
 - (iii) forecast for the next reporting period; and
 - (iv) any significant Issues or risks associated with establishing the Subcontract; and
- b. a summary for each Approved Subcontractor of:
 - (i) significant work activities undertaken during the reporting period;
 - (ii) significant work activities expected to be undertaken in the next reporting period;
 - (iii) progress against the Subcontract elements of the Approved SSMS, when an SSMS is required by the Contract; and
 - (iv) any significant Issues or risks associated with the subcontracted work, including the status of key deliverables that are either overdue or non-compliant to requirements or likely to become so.

6.2.15.2 The Subcontractor Report shall provide an overview of any activities conducted with contracted SMEs and/or Local Businesses during the reporting period, particularly any activities that are assisting the SMEs or Local Businesses with building or enhancing their capabilities.

6.2.16 Health Safety and Environment Report

6.2.16.1 The CSR shall include a Health Safety and Environment (HSE) Report applicable to the work performed under the Contract during the reporting period.

6.2.16.2 The HSE Report shall, in relation to the work performed under the Contract to which the WHS Legislation and environmental legislation applies, include where applicable:

- a. for the statistical measures related to WHS that are routinely collected by the Contractor and Approved Subcontractors for the measurement period(s) ending within the CSR reporting period (eg, lost-time injuries / disease occurrences, incident rates (per 100 workers), frequency rates (per hours worked), and average time lost rate (per occurrence), by company and/or relevant work location):
 - (i) a summary of the results; and
 - (ii) a comparison with previous results to enable the identification of trends;

- b. for Notifiable Incidents, a tabulated summary of Notifiable Incidents including cause, effect, remedial actions completed and those yet to be completed, if applicable;
- c. a summary of:
 - (i) the formal notices, written communications and written undertakings required to be provided under clause 12.4.5 of the COC; and
 - (ii) any legal proceedings and prosecutions related to applicable legislation, including the WHS Legislation;
- d. where environmental management is required under the Contract, a summary of Environmental Incidents, including cause, effect, remedial actions completed and those yet to be completed;
- e. information concerning events related to WHS and the Environment that may affect work performed under the Contract (eg, changes to legislation or directions by a regulator) and, if applicable, activities to address those events; and
- f. where the WHSMS and/or ENVMS are required under the Contract to be certified, the certification status of the WHSMS and/or ENVMS.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-CSSR-V5.2**
- 2. TITLE: COMBINED SERVICES SUMMARY REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Combined Services Summary Report (CSSR) provides a formal mechanism by which the Contractor can report on the activities associated with the provision of Services for the reporting period. The CSSR reports on Services ('applicable Services') that may be provided by any combination of Support System Constituent Capabilities (SSCCs). The applicable Services to be reported upon through the CSSR are identified in the SOW.
 - 3.2** The Contractor uses the CSSR to:
 - a. report on the applicable Services and achievements of the Contractor and Subcontractors for the reporting period; and
 - b. identify events or changes that will, or are likely to, impact on the future provision of applicable Services.
 - 3.3** The Commonwealth uses the CSSR to:
 - a. review the provision of the applicable Services for the reporting period; and
 - b. maintain insight into the Contractor's support program.
 - 3.4** As scheduled by the CDRL, this report may be used as a basis for a Periodic Performance Review for an individual SSCC (eg, a Maintenance Support Performance Review), or a Combined Services Performance Review (CSPR) addressing more than one SSCC, although it may also be scheduled for delivery independently of a review activity.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CSSR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP);
 - b. Operating Support Plan (OSP);
 - c. Contractor Engineering Management Plan (CEMP);
 - d. Maintenance Management Plan (MMP);
 - e. Supply Support Plan (SSP);
 - f. Training Support Plan (TSP); and
 - g. Surge Management Plan (SMP).
 - 4.2** The CSSR inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contract Status Report (CSR);
 - b. Support Services Verification Matrix (SSVM); and
 - c. Support Services Master Schedule (SSMS).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item (eg, schedule or register) that contains aspects of the required information (including for the same reporting period), the CSSR shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The CSSR shall identify the date at which the CSSR is statused and the time period since the status date of the previous CSSR (the 'reporting period').
- 6.2.1.2** The CSSR shall describe the scope of the applicable Services provided during the reporting period, in terms relevant to each of those Services.
- 6.2.1.3** Where the CDRL requires delivery of a portion of the CSSR in relation to an individual SSCC Service area, the CSSR shall include, for the applicable Services:
- a. general information (from this clause 6.2.1);
 - b. details for the 'Service Delivery Activities' (from clauses 6.2.2 to 6.2.6, as applicable);
 - c. the related S&Q Services (from clause 6.2.7); and
 - d. schedule details (from clause 6.2.8).

6.2.2 Service Delivery Activities – Operating Support Services

- 6.2.2.1** If Operating Support Services are required under the Contract, the CSSR shall include, for the reporting period and as required by the Contract, details of:
- a. the level of effort related to the various activities within the scope of the Operating Support Services provided; and
 - b. any significant events or milestones that occurred.

6.2.3 Service Delivery Activities – Engineering Services

- 6.2.3.1** If Engineering Services are required under the Contract, the CSSR shall include, for the reporting period and as required by the Contract, details of:
- a. the engineering investigations and Technical Data review activities undertaken including any significant outcomes or recommendations resulting from them;
 - b. Configuration Management activities, including details of any audits conducted and findings;
 - c. Technical Instructions (TIs) and Modification Orders (MOs) that were under development during the reporting period, separate from an ECP program, and an account of those that were completed;
 - d. supportability, safety and engineering analyses undertaken, including any significant outcomes or recommendations resulting from them;
 - e. Software-support activities, including the number of Software Change Requests (SWCRs) raised, completed, the status of SWCRs underway, and the total number of programming days used; and
 - f. progress and significant issues for hardware and/or Software modifications being developed under ECPs and Software Change Proposals (SWCPs) (with the CSSR only required to summarise this information, referring to the applicable ECP/SWCP for additional details).

6.2.4 Service Delivery Activities – Maintenance Services

6.2.4.1 If Maintenance Services are required under the Contract, the CSSR shall include, for the reporting period and as required by the Contract, details of:

- a. the number and type of scheduled servicings (eg, of the Mission System or other major Products Being Supported) undertaken and any significant delays or issues encountered;
- b. any significant Corrective Maintenance activities undertaken;
- c. incorporation of TIs and MOs, including the number completed, the number in progress, and the number remaining;
- d. observations made by the Contractor regarding the suitability of maintenance publications, including instructions for the TIs and MOs, and any significant problems encountered;
- e. each (if any) Defect report submitted, including:
 - (i) the nature of the Defect or unexpected failure mode;
 - (ii) the number of occurrences;
 - (iii) the likely physical cause of the Defect or unexpected failure mode, and possible root cause (eg, Latent Defect or linked to processes or staff training);
 - (iv) cross-reference to any related engineering analyses; and
 - (v) recommendations or the measures already undertaken to avoid future Defects or failure modes of a similar nature; and
- f. each RI, by type and numbers of, which have been identified as Beyond Physical Repair (BPR) or Beyond Economic Repair (BER).

6.2.5 Service Delivery Activities – Supply Services

6.2.5.1 If Supply Services are required under the Contract, the CSSR shall include, for the reporting period and as required by the Contract, details of:

- a. any significant changes in Stock Item levels;
- b. total number of shipments made;
- c. the numbers of Stock movements under:
 - (i) FMS;
 - (ii) Warranty;
 - (iii) GFS; and
 - (iv) disposal through Commonwealth channels;
- d. any significant problems encountered during Stock Item movements;
- e. the numbers and value of procurements made on behalf of the Commonwealth for delivery to Commonwealth units; and
- f. the number of reports by Commonwealth units to the Contractor pertaining to the receipt of non-conforming Deliverables, if any.

6.2.6 Service Delivery Activities – Training Services

6.2.6.1 If Training Services are required under the Contract, the CSSR shall include, for the reporting period and as required by the Contract, details of:

- a. the name and quantity of each course or unit of a Training program (ie, instructor-led course, on-line tuition, or other form of training program) conducted;
- b. analyses of each course or unit of a Training program provided, including:
 - (i) the number of trainees participating in each course or unit;
 - (ii) the number of trainees deemed 'competent' and 'not yet competent';

- (iii) the number of trainees withdrawing during a Training program, if any; and
- (iv) the number of qualifications or 'statement of attainments' issued;
- c. train-the-trainer activities;
- d. progress on activities to review and upgrade Training materials, if applicable; and
- e. the condition and serviceability of all Training Equipment.

6.2.7 Service Delivery Activities – S&Q Services

6.2.7.1 The CSSR shall include a status report in relation to S&Q Services for the reporting period, including:

- a. details of S&Q Services completed or in progress, including the commencement date for any S&Q Services commenced;
- b. details of quotations for S&Q Services requested by the Commonwealth;
- c. details of quotations for S&Q Services submitted by the Contractor; and
- d. details of quotations for S&Q Services Approved by the Commonwealth.

6.2.8 Support Services Schedule

6.2.8.1 The CSSR shall include a schedule of the:

- a. projected events and activities associated with the provision of the applicable Services for the next reporting period; and
- b. known events and activities associated with the provision of the applicable Services beyond the next reporting period.

6.2.8.2 If an SSMS is required under the Contract, the CSSR shall include a copy of the relevant portion of the SSMS, rather than create an independent schedule.

6.2.9 Commonwealth Assets Stocktaking Report

Note: *The CDRL may specify a delivery schedule for this element of the CSSR that is different from the remainder of the CSSR.*

6.2.9.1 The CSSR shall include a Commonwealth Assets Stocktaking Report (CASR), which provides:

- a. the current version of the Assets Register(s) for the Contractor Managed Commonwealth Assets (noting that some Asset Registers or components may be delivered separately due to security requirements);
- b. a summary of all stocktakes completed in the last reporting period, detailing:
 - (i) the stocktake number;
 - (ii) the storage location of all goods included in the stocktake;
 - (iii) all stocktake codes;
 - (iv) stocktake start and end dates;
 - (v) if applicable, the results of assurance samples, referring to the method described in the Commonwealth Assets Stocktaking Plan (CASP); and
 - (vi) statistical data, including the quantity and value of all discrepancies, shelf Stock Items held, shelf Stock Items stocktaked, surpluses and deficiencies;
- c. a summary of all stocktakes programmed for the coming reporting period;
- d. the percentage of completed stocktakes as a percentage of the total number of stocktakes programmed to meet the requirements of the SSMP; and
- e. if the CASP requirements in the SSMP are not being achieved, a description of actions taken to ensure the CASP requirements are achieved in future.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-CWBS-V5.2**
- 2. TITLE: CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contract Work Breakdown Structure (CWBS) is the Contractor's extension of the Contract Summary Work Breakdown Structure (CSWBS) defined at clause 4 of Attachment M, decomposing the scope of the Recurring Services to provide the framework for Contract planning, management and status reporting.
 - 3.2** The Contractor uses the CWBS to:
 - a. define the work effort necessary to successfully achieve the objectives of the Contract;
 - b. assist with estimating the cost, schedule and resource requirements for the Contract; and
 - c. ensure that there is a clean structure for the organisation and management of the Contract and that there are clear accountabilities for Contract outcomes.
 - 3.3** The Commonwealth uses the CWBS to:
 - a. gain visibility into the Contractor's planning;
 - b. gain assurance that the Contractor understands the full scope of work (particularly in the context of clause 1.8 of the COC ('Contracted Requirement')) and has appropriately incorporated this work into its execution plan for the Contract;
 - c. understand and evaluate the Contractor's approach to meeting the requirements of the Contract;
 - d. assist with understanding and evaluating any proposed changes to the scope of work that may occur during the Term; and
 - e. as a source of input to planning performed by the Commonwealth Representative.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CWBS is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The CWBS is related to, and shall be consistent with, the Support Services Master Schedule (SSMS), where such a data item is required under the Contract.
 - 4.3** The CWBS inter-relates with the price breakdown at Attachment B, providing the basis against which the Price and Payment Schedules for Recurring Services Fees are derived.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The CSWBS shall form the basis for preparation of the CWBS by the Contractor.

6.2 Specific Content

6.2.1 General

6.2.1.1 The CWBS shall comprise a Work Breakdown Structure (WBS) index, a WBS graphic (optional), and a WBS dictionary.

6.2.1.2 The CWBS shall be derived from the CSWBS in a manner consistent with the example CWBS provided at Annex A to this DID as the basis for the CWBS.

6.2.2 WBS Index

Note: The WBS index is an indented list of WBS elements and sub-elements, starting with a single level 1 element (the Contract), incorporating the high-level WBS element structure which is invoked contractually (the CSWBS), and the lower-level elements of the Contractor's WBS necessary to provide an appropriate framework throughout the Contract for product and service definition and control.

6.2.2.1 The CWBS shall include a WBS index delivered in a tool that has an Outline Mode (such as Microsoft Word), such that it can be reviewed at any level of expansion.

6.2.2.2 The WBS index shall be derived from the WBS dictionary and each record in the WBS index shall include:

- a. WBS element number;
- b. WBS element title;
- c. WBS element revision date and revision number;
- d. task agency; and
- e. cross references to the COC and SOW.

6.2.3 WBS Graphic

6.2.3.1 The CWBS may include a WBS graphic, which contains the same information as the WBS index, but shown in a graphical form, usually a tree structure.

6.2.4 WBS Dictionary

Note: The WBS dictionary is keyed to the WBS index and defines the scope of each WBS element in the WBS index to a level sufficient to permit unambiguous association of each unit of labour and each unit of cost expended on the Contract with the WBS element to which that labour or cost belongs. The depth of indenture and size of the lowest level WBS elements are such as to support sound management of the development, planning and execution of the required work under the Contract.

6.2.4.1 Within the WBS dictionary, each element of the CWBS shall contain at least the following information:

- a. Contract title;
- b. WBS element number;
- c. WBS element title;
- d. WBS element summary description;
- e. Contract clause cross-reference, if applicable;
- f. reference to subordinate WBS elements, if any;
- g. title and number of the document / specification that defines the element;
- h. for the leaf nodes of the CWBS only, the Contractor's resource estimates (including personnel, equipment, facilities, hire and/or lease costs, risk allocation, and Subcontracted scope and associated costs) to achieve the scope of work defined through each CWBS element, including any time-phasing of those resource estimates; and
- i. any other information required by the Contractor's management systems.

ANNEX:

- A. Example Contract Work Breakdown Structure

ANNEX A TO DID-SSM-CWBS

EXAMPLE CONTRACT WORK BREAKDOWN STRUCTURE FOR RECURRING SERVICES

Note: *The following example CWBS for Recurring Services has been developed to illustrate how a product-oriented CWBS can be derived from the CSWBS at Attachment M to the Contract, where a deliverable service is categorised as a form of product.*

1. CONTRACT (SUPPORT) RECURRING SERVICES**1.1. Operating Support**

- 1.1.1. Mission System 1 Operations (*for when the Contractor is operating MS1*)
- 1.1.2. Mission System 2 Operations (*for when the Contractor is operating MS2*)
- 1.1.3. Help Desk Services
- 1.1.4. [...*other Operating Support Services...*]
- 1.1.5. Operating Support Management

1.2. Engineering Support

- 1.2.1. Mission System 1 Engineering Services (*only those specific to MS1*)
- 1.2.2. Mission System 2 Engineering Services (*only those specific to MS2*)
- 1.2.3. Repairable Item Engineering Services
- 1.2.4. Configuration Management (*if not covered under the items above*)
- 1.2.5. Software Support
- 1.2.6. [...*other Engineering Services...*]
- 1.2.7. Engineering Management

1.3. Maintenance Support

Note: *If there is only one Mission System type, it may be preferable to lift the Level 4 elements up to Level 3 to avoid having too many levels in the CWBS.*

- 1.3.1. Mission System 1 (*eg, Ship*) Maintenance
 - 1.3.1.1. MS1 Intermediate Docking
 - 1.3.1.2. MS1 Mid Cycle Docking
 - 1.3.1.3. MS1 Full Cycle Docking
 - 1.3.1.4. MS1 Repairable Item Group 1 (*eg, Propulsion System*) Maintenance
 - 1.3.1.5. MS1 Repairable Item Group 1 (*eg, Combat System*) Maintenance
 - 1.3.1.6. Support to MS1 Organic Maintenance
- 1.3.2. Mission System 2 (*eg, Aircraft*) Maintenance
 - 1.3.2.1. MS2 R3 Servicing
 - 1.3.2.2. MS2 R4 Servicing
 - 1.3.2.3. MS2 R5 Servicing
 - 1.3.2.4. MS2 Repairable Item Group 1 (*eg, Engines*) Maintenance
 - 1.3.2.5. MS2 Repairable Item Group 2 (*eg, Avionics*) Maintenance
 - 1.3.2.6. Support to MS2 Operational Maintenance
- 1.3.3. Mission System 3 (*eg, Distributed Communications System*) Maintenance
 - 1.3.3.1. MS3 Site 1 Maintenance
 - 1.3.3.2. MS3 Site 2 Maintenance
 - 1.3.3.3. MS3 Site 3 Maintenance
 - 1.3.3.4. MS3 Repairable Item Maintenance

- 1.3.4. Mission System 4 (*eg, Information and Communication Technology (ICT) System*) Maintenance
 - 1.3.4.1. System Administration
 - 1.3.4.2. MS4 Deeper Maintenance
 - 1.3.4.3. Support to MS4 Operational Maintenance
- 1.3.5. Repairable Item (RI) Maintenance
 - 1.3.5.1. RI Group 1 Maintenance
 - 1.3.5.2. RI Group 2 Maintenance
 - 1.3.5.3. RI Group 3 Maintenance
- 1.3.6. [...*other Maintenance Services...*]
- 1.3.7. Maintenance Management

1.4. Supply Support

- 1.4.1. General Supply Services
- 1.4.2. Warehousing Services (*ie, for when the Contractor is providing Warehousing Services to the Commonwealth*)
- 1.4.3. Mission System 1 Non-RI Procurement
- 1.4.4. Mission System 2 Non-RI Procurement
- 1.4.5. Repairable Item Group 1 (*eg, MS1 RIs*) Non-RI Procurement
- 1.4.6. Repairable Item Group 2 (*eg, Support and Test Equipment (S&TE)*) Non-RI Procurement
- 1.4.7. Repairable Item Group 3 (*eg, Training Equipment*) Non-RI Procurement
- 1.4.8. Fuel and Other Consumables Procurement
- 1.4.9. [...*other Supply Services...*]
- 1.4.10. Supply Management

1.5. Training Support

Note: *The following Level 3 and 4 breakdown for the first two elements could equally be reversed, depending upon the nature and scope of the required Training program.*

- 1.5.1. Training Course 1
 - 1.5.1.1. Training Delivery and Administration
 - 1.5.1.2. Training Materials Upkeep
- 1.5.2. Training Course 2
 - 1.5.2.1. Training Delivery and Administration
 - 1.5.2.2. Training Materials Upkeep
- 1.5.3. Training Management

1.6. Support Resources

Note: *This CWBS Element could be broken down into the respective Support Resources, but there is often limited work associated with a number of the Support Resources, so this approach has not been adopted and the following generic breakdown has been provided instead.*

- 1.6.1. [...*Support Resource Work 1...*]
- 1.6.2. [...*Support Resource Work 2...*]

1.7. Support Services Management

Note: The following breakdown is illustrative only (more so than for the other CWBS Elements), and this element should be derived based on the Contractor's own corporate processes.

- 1.7.1. Support Services Planning, Monitoring and Control, Reviews and Reporting
- 1.7.2. Technical Data and Software Rights Management
- 1.7.3. Security Management
- 1.7.4. Quality Management
- 1.7.5. Health, Safety and Environment
- 1.7.6. Australian Industry Capability

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-ENVMP-V5.2**
- 2. TITLE: ENVIRONMENTAL MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Environmental Management Plan (ENVMP) identifies, in relation to the work to be performed under the Contract, the significant environmental issues for work at the Contractor's premises and the environmental issues relating to work at Commonwealth Premises. The ENVMP establishes a common understanding between the Contractor and the Commonwealth regarding these environmental issues and how they will be managed.
 - 3.2** The Contractor uses the ENVMP to:
 - a. identify the significant environmental issues for Contractor premises and the environmental issues for Commonwealth Premises, as applicable, and the related requirements to be met in the performance of work under the Contract;
 - b. provide direction and guidance to the Contractor's team (including Subcontractors) in relation to environmental matters;
 - c. define, manage and monitor its program of activities in relation to environmental matters; and
 - d. ensure that those parties (including Subcontractors) who are providing Services understand their respective responsibilities and the processes to be used to address environmental matters.
 - 3.3** The Commonwealth uses the ENVMP to:
 - a. gain visibility into the Contractor's planning for meeting related environmental legislation and the requirements of the Contract;
 - b. provide a basis for monitoring and assessing Contractor performance in relation to compliance with related legislation and the environmental requirements of the Contract; and
 - c. provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The ENVMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The ENVMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Health and Safety Management Plan (HSMP); and
 - b. Safety Data Sheets (SDS).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

| | |
|-----------------------|---|
| AS/NZS ISO 14001:2016 | Environmental management systems—Requirements with guidance for use |
|-----------------------|---|
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the ENVMP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General Requirements

6.2.1.1 The ENVMP shall, for work to be performed under the Contract:

- a. identify the significant environmental issues and requirements relevant to the Contractor's premises;
- b. identify the environmental issues and requirements relevant to the Commonwealth Premises; and
- c. describe how the Contractor proposes to meet these requirements, including the management processes the Contractor will use.

6.2.2 Relevant Legislation and Policy

6.2.2.1 The ENVMP shall list relevant Commonwealth, State and Territory environmental legislation that is applicable to the work and the site(s) where the work will be performed.

6.2.2.2 Where work is to be undertaken on Commonwealth Premises, the ENVMP shall list the required policies and environmental management systems in operation on those premises, as identified in the Contract, or as otherwise notified as applicable to the work or the premises.

6.2.3 Environmental Management System

6.2.3.1 The ENVMP shall describe how the Contractor will establish and maintain an Environmental Management System (ENVMS):

- a. to ensure that work performed under the Contract complies with relevant legislation and Defence policy;
- b. that complies with the ENVMS requirements of the Contract (eg, certification to AS/NZS ISO 14001:2016), if applicable; and
- c. for any work to be conducted on Commonwealth Premises, that is consistent with policies and the environmental management systems in operation on those premises.

6.2.3.2 The ENVMP shall state whether the ENVMS is certified by an independent certification organisation, and if so, how this certification will be maintained.

6.2.3.3 The ENVMP shall describe how environmental issues are managed within the Contractor's organisation (eg, through assigned responsibilities and representatives).

6.2.3.4 The ENVMP shall describe how the Contractor proposes to manage activities related to environmental requirements of the Contract, including as applicable:

- a. security, storage and use of Problematic Substances that have the potential to cause Contamination;
- b. waste storage and disposal in compliance with all relevant legislation, regulations, and the procedures and instructions in operation on the Commonwealth Premises where work is to be conducted;
- c. restricting the generation of noise;
- d. minimising the release of airborne pollutants;
- e. maintenance of environmental control and protection equipment to ensure that it is in a serviceable state;
- f. awareness of employees, suppliers and Subcontractor staff of the environmental management issues and processes;

- g. compliance of employees, suppliers and Subcontractor with the environmental management processes; and
- h. Electromagnetic Environmental Effects.

6.2.3.5 Where work is to be performed on Commonwealth Premises, the ENVMP shall describe the Contractor's methodology and processes for participating in, or reporting to, any applicable site management committees, environmental management committees or similar bodies.

6.2.4 Risks

6.2.4.1 The ENVMP shall identify the main environmental risks perceived by the Contractor, and shall describe how these risks will be managed and reduced to an acceptable level.

6.2.5 Subcontractors

6.2.5.1 The ENVMP shall describe how the Contractor will flow down environmental management requirements to Approved Subcontractors, including the briefings that will be provided to Approved Subcontractors in relation to environmental matters, especially where work will be performed on Commonwealth Premises.

6.2.6 Personnel

6.2.6.1 The ENVMP shall identify the staff positions responsible for management of environmental issues and activities, and shall describe the responsibilities of those positions.

6.2.7 Training

6.2.7.1 The ENVMP shall describe the Contractor's proposed training program to make employees and other personnel, including Subcontractor personnel, and, if applicable Commonwealth Personnel (eg, MRU), aware of relevant environmental requirements.

6.2.8 Documentation

6.2.8.1 The ENVMP shall describe the Contractor's ENVMS documentation, including records relating to management of environmental issues and activities.

6.2.9 Authorisations

6.2.9.1 The ENVMP shall identify the required environmental management related Authorisations for performance of the work under the Contract, and shall describe how the Contractor proposes to obtain and maintain these.

6.2.10 Monitoring and Reporting

6.2.10.1 The ENVMP shall describe the Contractor's proposed procedures for monitoring and reporting on environmental management issues and requirements.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-HSMP-V5.2**
- 2. TITLE: HEALTH AND SAFETY MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Health and Safety Management Plan (HSMP) describes how the Contractor will manage Work Health and Safety (WHS) requirements, Issues and risks associated with the work to be performed under the Contract.
 - 3.2** The Contractor uses the HSMP to:
 - a. identify the WHS requirements to be met in the performance of work under the Contract, including requirements for Commonwealth Premises, when applicable;
 - b. define, manage and monitor its program of activities in relation to WHS matters (including hazard and risk identification and the management of risks to health and safety consistent with the WHS Legislation);
 - c. provide direction and guidance to the Contractor's team (including Subcontractors) in relation to WHS matters, their responsibilities and the processes to be used; and
 - d. ensure all relevant persons consult, co-operate and co-ordinate activities with all others who have a related WHS duty in relation to the same matter in accordance with the WHS Legislation.
 - 3.3** The Commonwealth uses the HSMP to:
 - a. seek and achieve assurance that the Contractor and the Commonwealth can meet their statutory obligations with respect to WHS;
 - b. seek and achieve assurance that the Contractor provides safe outcomes, in terms of safety risks to Commonwealth Personnel and other workers associated with the work performed under the Contract;
 - c. gain visibility of the Contractor's planning for meeting the WHS requirements of the Contract and to provide a basis for evaluating performance in relation to those requirements; and
 - d. consider how the Contractor's activities co-ordinate with the Commonwealth's activities to assist with discharging the Commonwealth's WHS duties in connection with the work to be performed under the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The HSMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The HSMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. In-service Materiel Safety Plan (IMSP);
 - b. Environmental Management Plan (ENVMP);
 - c. Safety Data Sheets; and
 - d. Manifest of Hazardous Chemicals.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

| | |
|-----------------------|--|
| Defence Safety Manual | |
| ISO 45001:2018 | Occupational health and safety management systems— Requirements with guidance for use |

WHS Legislation and Codes of Practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth).

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the HSMP shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 Relevant Legislation and Policy

- 6.2.1.1** The HSMP shall list the legislation relating to WHS, including the WHS Legislation that is applicable to the work and the site(s) where the work is being, or will be, performed.
- 6.2.1.2** Where work is to be undertaken on Commonwealth Premises, the HSMP shall list the relevant Defence WHS policies and procedures, as identified in clause 12 of the SOW and clause 12.4 of the COC.

6.2.2 Work Health and Safety Management

- 6.2.2.1** The HSMP shall describe how WHS matters applicable to Contract work and Contract workplace(s) are managed, including:
- a. within the Contractor's organisation, the names, positions and WHS responsibilities of all persons whose positions or roles involve specific WHS responsibilities;
 - b. the arrangements in place or proposed to be put in place between the Contractor, Subcontractors, the Commonwealth and other Commonwealth contractors, if applicable, for consultation, co-operation and the co-ordination of activities in relation to compliance with their duties under the WHS Legislation at the workplace(s) at which the work under the Contract is being, or will be, carried out;
 - c. the arrangements for managing, recording and reporting WHS incidents (including Notifiable Incidents);
 - d. any site-specific WHS rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules;
 - e. processes for hazard identification, risk assessment, risk elimination and risk minimising control measures, including if applicable, safe work method statements where required by the WHS Legislation;
 - f. the arrangements for the collection and any assessment, monitoring and review of safe work method statements, where required by the WHS Legislation; and
 - g. how WHS-related compliance and performance will be monitored, recorded and reported.
- 6.2.2.2** Where work is to be performed on Commonwealth Premises, the HSMP shall describe the Contractor's processes for participating in, or reporting to, any applicable site management committees, health and safety management committees or similar bodies.
- #### **6.2.3 Work Health and Safety Management System**
- 6.2.3.1** The HSMP shall describe how the Contractor will establish and maintain a WHS Management System (WHSMS) that satisfies the requirements of clause 12.3.3 of the SOW.
- 6.2.3.2** If the Contract requires the WHSMS to be certified by an independent certification organisation, the HSMP shall state how this certification will be maintained.

6.2.4 Subcontractors

6.2.4.1 Where Subcontractors are engaged in work on Commonwealth Premises, the HSMP shall describe how work conducted by Subcontractors is being, or will be, managed to meet Defence WHS requirements and not compromise Defence's duty of care, including:

- a. provision of appropriate safety training;
- b. provision of appropriate site induction;
- c. monitoring of safe work performance by Subcontractors; and
- d. safety evaluation of the Services provided by Subcontractors.

6.2.5 Commonwealth Personnel

6.2.5.1 The HSMP shall describe the content and frequency of induction briefings and training that will be provided to Commonwealth Personnel who will be located within the Contractor's or Subcontractors' premises, or on Commonwealth Premises occupied by the Contractor, if applicable.

6.2.6 Hazard Identification, Risk Assessment, Elimination Strategies and Control Measures

6.2.6.1 The HSMP shall summarise the significant WHS hazards and risks that are inherent in the work to be performed under the Contract, including where the work performed under the Contract involves the performance of Prescribed Activities.

6.2.6.2 The HSMP shall describe the Contractor's management approach to assess, eliminate and control those WHS hazards and risks identified in clause 6.2.6.1 that are assessed by the Contractor as significant and in those circumstances where the Contractor considers that the WHS management is inherently complex.

6.2.6.3 Where the Contract work involves discrete activities for which WHS management is inherently complex and would benefit from activity-specific planning (eg individual maintenance availabilities or for different levels or grades of maintenance), the HSMP shall include, in Annex B, activity-based WHS plans consistent with the specific content requirements of the HSMP.

6.2.7 Emergency Plans

6.2.7.1 The HSMP shall outline the emergency plans to be maintained for the Contract work, including any Commonwealth coordination and other arrangements required in the event of an emergency.

6.2.8 Problematic Substances and Problematic Sources

6.2.8.1 The HSMP shall include, at Annex A, details of the Problematic Substances and Problematic Sources that have been Approved in accordance with clause 12.1 of the SOW. Annex A shall include:

- a. identification details, which for a Problematic Substance are sufficient to uniquely identify the relevant Safety Data Sheet in the Australian *ChemAlert* database;
- b. locations, including any discrete sites or buildings within Commonwealth Premises where the Problematic Substances and/or Problematic Sources will be located;
- c. for Problematic Substances, the maximum quantities or volume, as applicable, to be held at each location;
- d. for Problematic Sources, the applicable ARPANSA source licence number;
- e. the Approved purpose(s) for use; and
- f. Approval details, including the Commonwealth Representative or their authorised delegate's details, date of Approval, and details of related documents (eg, notices and minutes).

6.2.8.2 For Contract work not performed on Commonwealth Premises, the HSMP shall include reference(s) to the location(s) within the WHSMS, or otherwise, where Problematic Substances and Problematic Sources are detailed.

6.3 Annexes

Annex A: Approved Problematic Substances and Problematic Sources

Annex B: Activity-based WHS plans in accordance with clause 6.2.6.3

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-IEAIR-V5.2**
- 2. TITLE: INNOVATION / EFFICIENCY ANALYSIS AND IMPLEMENTATION REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Innovation / Efficiency (IE) Analysis and Implementation Report (IEAIR) documents the Contractor's analysis of a potential IE for inclusion in the Capability Innovations and Efficiencies (CIE) Program. Each IEAIR is developed in accordance with the processes defined in the Approved IE Implementation Plan (IEIP).
 - 3.2** The Contractor uses the IEAIR to:
 - a. report on its analysis of a potential IE;
 - b. determine whether or not a potential IE has merit and will realise cost savings to the Commonwealth;
 - c. provide an initial assessment of the likely scope of work associated with implementing a potential IE; and
 - d. identify the required changes to the Contract to incorporate the potential IE.
 - 3.3** The Commonwealth uses the IEAIR to:
 - a. understand and evaluate the implications of adopting a potential IE;
 - b. determine whether or not a potential IE should be Approved or rejected;
 - c. determine the priority for a potential IE that may be Approved;
 - d. determine whether or not the Commonwealth wishes to contribute to the costs of implementing an IE; and
 - e. understand the Commonwealth's involvement in the implementation of any Approved IEs.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The IEAIR is subordinate to the IEIP.
 - 4.2** The IEAIR interrelates with the following data items, where these data items are required under the Contract:
 - a. all data items relating to cost modelling required under the Contract;
 - b. Contractor Engineering Management Plan (CEMP);
 - c. Engineering Change Proposals (ECPs); and
 - d. Australian Industry Capability (AIC) Plan.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the IEAIR shall summarise these aspects and refer to the other data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The IEAIR shall provide sufficient detail to enable the Commonwealth Representative to make a full and complete assessment of the feasibility and importance of a potential IE and to ascertain the resources required for implementation.

6.2.2 Overview of the Potential IE

6.2.2.1 The IEAIR shall provide an overview of the potential IE, including:

- a. a brief outline of its scope and main characteristics, including whether or not its main objective is to reduce the Total Cost of Ownership (TCO), enhance AIC, or enhance the Capability or related capabilities;
- b. the key benefits to be realised;
- c. an estimate of the implications for cost (including broad parameters around the likely costs), including the expected impact upon:
 - (i) the Contractor's costs associated with performing the Services required in relation to the Products Being Supported;
 - (ii) the TCO; and
 - (iii) if applicable, the Commonwealth's costs associated with owning, operating and supporting related capabilities;
- d. if relating to enhancing AIC:
 - (i) the identification of the actual or proposed suppliers involved;
 - (ii) the assessed impact on each of the AIC Objectives, including a brief justification for this assessment; and
 - (iii) the assessed impact on the Contractor's ability to provide the Services in accordance with the Contract, including the implications for Capability, cost (as per subclause c above) and schedule;
- e. if relating to enhancing the Capability or related capabilities:
 - (i) an overview of the functionality and performance of the system or systems that would be affected;
 - (ii) a description of the products affected and/or proposed to be introduced;
 - (iii) an assessment in relation to the technical risk introduced by the implementation of any design changes; and
 - (iv) the implications for cost (as per subclause c above) and schedule;
- f. the assessed priority;
- g. any impact on the Contractor and Subcontractors and, where applicable, the Commonwealth, including any implications for operations, sustainment, supportability, survivability, safety and security;
- h. the required changes to the Contract to incorporate the potential IE;
- i. the Contractor's expectations of the Commonwealth in delivering the envisaged benefits of the IE (eg, in relation to funding or participating in the implementation of the IE for a proposal to reduce TCO); and
- j. any other information that enables the Commonwealth to fully understand the proposed IE and be able to decide whether or not to progress it.

6.2.3 Detailed Description of the Potential IE

6.2.3.1 The IEAIR shall provide a detailed description of the costs, benefits and risks associated with each potential IE, including:

- a. where the potential IE involves enhancing Capability and/or related capabilities, an accompanying ECP to set out the details for the proposed Configuration Change(s);

- b. the underpinning analyses that support the Contractor's assessment of the costs involved and/or the cost-savings to be achieved, including:
 - (i) sources of data;
 - (ii) mechanisms used to validate the source data (if required);
 - (iii) cross-references to the applicable data sets used for cost estimation;
 - (iv) risks associated with the cost estimates, including, where applicable, achieving the assessed cost-savings; and
 - (v) risk treatments required to mitigate the impact of the identified risks;
- c. where the potential IE involves reducing TCO or enhancing AIC, the impact on all parties associated with the IE, such as (where applicable):
 - (i) changes in work scope;
 - (ii) reductions in unnecessary processing of work or handling of work products;
 - (iii) changes to the Contractor's processes (eg, as defined in the Contract or in an Approved plan), the Commonwealth's processes, or both (such as at a point of interface between the parties);
 - (iv) transfer of responsibilities and/or work between the Contractor and the Commonwealth or between the Contractor and a Subcontractor;
 - (v) transfer of risk between the Contractor and the Commonwealth; and
 - (vi) impact on Australian Industry, including Local Businesses and Small-to-Medium Enterprises (SMEs);
- d. the identification of any critical assumptions (eg, sponsorship, workload, resource availability, and Commonwealth resource requirements) associated with achieving the benefits and other outcomes for the potential IE and a description of how each assumption affects the associated implementation plan for achieving the benefits and other outcomes;
- e. the identification of any barriers, including non-technological barriers such as organisational culture, which require addressing in order to achieve the identified benefits and other outcomes, including a description of the strategies to mitigate the identified barriers; and
- f. details of required changes to the Contract to enable the IE benefits and other outcomes to be achieved, including, where applicable, the Contractor's recommendations in relation to:
 - (i) the timeframe for incorporating the potential IE into the Contract; and
 - (ii) where the potential IE involves reducing TCO, the timeframe for, and quantum of, any reduction to the amounts payable by the Commonwealth under the Contract to provide the best balance between any return on investment made by the Contractor and the need for the Commonwealth to realise the benefits associated with the IE.

6.2.4 Overview of the Implementation Requirements for the Potential IE

6.2.4.1 The IEAIR shall provide an assessment of the scope of work associated with implementing the potential IE, including:

- a. the proposed method of implementing the potential IE, including management arrangements and proposed entities (eg, Contractor personnel, Subcontractors, other contractors, and/or the Commonwealth) to carry out key work packages;
- b. the estimated costs and resource requirements for implementing the potential IE, including the tolerances associated with the cost and resource estimates;
- c. the proposed schedule to achieve the identified outcomes;
- d. any alternative solutions and/or implementation strategies, where applicable;

- e. whether or not the implementation of the potential IE is likely to have an adverse impact on other Approved IEs or existing Contract work, including such aspects as cost, schedule, and Mission System availability or performance;
- f. risks associated with implementation; and
- g. details of the Contractor's requirements of the Commonwealth to implement the potential IE, including a fully detailed cost breakdown where the Commonwealth has indicated a preparedness to assist with implementation costs.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-IEIP-V5.2**
- 2. TITLE: INNOVATION / EFFICIENCY IMPLEMENTATION PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Innovation / Efficiency (IE) Implementation Plan (IEIP) documents the activities, resources and required outcomes for achieving the objectives of the Capability Innovations and Efficiencies (CIE) Program. The IEIP describes the Contractor's plan to deliver IEs, so as to enable:
 - a. enhancements in AIC outcomes when assessed against the AIC Objectives;
 - b. cost savings in relation to the Total Cost of Ownership (TCO) to be realised by the Commonwealth; and
 - c. Capability enhancements in relation to technology evolution and technology insertion, particularly to address changing operational imperatives and threats.
 - 3.2** The Contractor uses this document to:
 - a. provide evidence and assurance to the Commonwealth that the Contractor has sound and coherent management arrangements in place to meet the objectives of the CIE Program as specified in clause 13.2.1 of the SOW;
 - b. define the arrangements for managing the CIE Program, including undertaking modelling of the TCO;
 - c. define the program of activities to assist with the identification of IEs;
 - d. identify all IEs, including Approved (but yet-to-be implemented), implemented, and rejected IEs;
 - e. define the program of activities to achieve the benefits for the Approved (but yet-to-be implemented) IEs; and
 - f. control and monitor the activities to be performed for Approved IEs.
 - 3.3** The Commonwealth uses this document to:
 - a. understand and evaluate the way the Contractor proposes to meet the CIE Program requirements of the Contract;
 - b. gain assurance that the Contractor's CIE Program will achieve the required outcomes;
 - c. monitor and assess the progress of Approved IEs;
 - d. maintain a record of rejected IEs; and
 - e. understand the Commonwealth's involvement in any Approved IEs.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The IEIP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP);
 - b. Australian Industry Capability (AIC) Plan; and
 - c. Contractor Engineering Management Plan (CEMP).
 - 4.2** The IEIP interrelates with the following data items, where these data items are required under the Contract:
 - a. all other plans required under the Contract that are not identified under clause 4.1;

- b. IE Analysis Implementation Report (IEAIR); and
- c. Contract Status Report (CSR).

5. APPLICABLE DOCUMENTS

- 5.1** The following document forms a part of this DID to the extent specified herein:
Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the IEIP shall summarise these aspects and refer to the other data item.

6.2 Specific Content

6.2.1 IE Program Management

- 6.2.1.1** The IEIP shall describe the arrangements for managing the overall CIE Program and the set of Approved IEs being implemented at any one time, including:

- a. the identification of the manager with overall responsibility for the CIE Program;
- b. the program requirements for the analysis of potential IEs including the preparation of IEAIRs;
- c. the methodology, systems, processes and tools to be used for undertaking the CIE Program, including for managing the implementation of Approved IEs;
- d. the mechanisms to be used to enable the Contractor to monitor the plan for implementing each Approved IE and how deviations from the plan will be recognised and acted upon; and
- e. the mechanisms to be used to report implementation progress for an Approved IE to all stakeholders, including the Commonwealth.

6.2.2 IE Identification

- 6.2.2.1** The IEIP shall describe the methodology, systems, processes and tools to be used to assist with the identification of potential IEs, including:

- a. the specific program of activities to analyse elements of the Contractor's and Approved Subcontractor's required work scope to identify opportunities for AIC improvements, Capability innovations and/or cost savings; and
- b. the specific methodology or methodologies to be employed for each of the different categories of IE, as follows:
 - (i) summarise the approach documented in other plans (eg, AIC Plan and CEMP) for IEs relating to AIC and Capability innovations; and
 - (ii) in this plan, for IEs relating to reducing TCO (eg, Lean, Six Sigma, Business Process Re-engineering), including measurement and comparison against industry benchmarks.

6.2.3 Total Cost of Ownership Modelling

- 6.2.3.1** The IEIP shall describe:

- a. the processes, procedures and tools to be used by the Contractor to undertake the TCO modelling activities required under the Contract;
- b. the methodology for undertaking the development of the TCO model(s) required by the Contract;

- c. the processes and procedures for collecting and recording TCO data;
- d. the processes and procedures for identifying and analysing cost drivers;
- e. the strategy and methodology for using the TCO model to analyse the collected TCO data, including performing sensitivity and trade-off analyses;
- f. the strategy, methodology and assumptions associated with modelling Software life-cycle costs (if applicable); and
- g. the strategy and methodology for demonstrating to the Commonwealth at the applicable Periodic Performance Reviews (eg, the Performance Assessment Review), as defined by the SOW, that:
 - (i) the Contractor is achieving the outcomes required under the CIE Program; and
 - (ii) the Contractor's on-going support activities will result in a minimised TCO to the Commonwealth, while meeting the other requirements of the Contract.

6.2.4 Overview of Approved IEs

6.2.4.1 The IEIP shall identify each Approved IE to be implemented.

6.2.4.2 The IEIP shall, for each Approved IE, provide an overview of:

- a. the Approved IE, outlining its scope and main characteristics;
- b. the outcomes to be achieved (eg, cost-saving goals and other benefits) of the Approved IE;
- c. the priority of the Approved IE;
- d. the impact of the Approved IE on the Contractor and Subcontractors and, where applicable, the Commonwealth, including any implications for operations, safety and security;
- e. the required changes to the Contract to incorporate the Approved IE, including, where applicable, the Contractor's recommendations in relation to:
 - (i) the timeframe to incorporate the Approved IE; and
 - (ii) the timeframe for, and quantum of, any reduction to the amounts payable by the Commonwealth under the Contract to provide the best balance between any return on investment made by the Contractor and the need for the Commonwealth to realise the benefits of the Approved IE; and
- f. the Contractor's expectations of the Commonwealth in delivering the envisaged benefits for the Approved IE.

6.2.5 IE Implementation Planning

6.2.5.1 The IEIP shall provide a separate implementation plan for each Approved IE ('Separate Implementation Plan').

6.2.5.2 The Separate Implementation Plan shall, for an Approved IE:

- a. describe the goals for the Approved IE, including how satisfaction of the goals will be assessed;
- b. identify the cost of implementing the IE, including the basis of estimates and the associated justification for the basis;
- c. in relation to cost-saving goals for those IEs related to reducing TCO, describe the expected impact upon:
 - (i) the Contractor's costs associated with performing the Services required in relation to the Products Being Supported;
 - (ii) the TCO; and
 - (iii) if applicable, the Commonwealth's costs associated with owning, operating and supporting related capabilities;

- d. identify the person responsible for implementation;
- e. describe any unique management and reporting requirements associated with the implementation plan;
- f. describe the resources required, including personnel, tools, facilities and other items necessary for implementation;
- g. identify any critical assumptions (eg, sponsorship, workload, resource availability, and Commonwealth resource requirements) associated with achieving the goals for the Approved IE and describe how each affects the associated implementation plan for achieving the goals;
- h. identify and discuss any risks, including those associated with the identified assumptions;
- i. identify any barriers, which require addressing in order to achieve the identified goals; and
- j. describe the strategies to mitigate the identified risks and barriers, including the criteria for initiating action for each risk.

6.2.5.3 The Separate Implementation Plan shall describe the organisational interfaces between the group performing activities for an Approved IE and the remainder of the Contractor's organisation and any other parties involved or affected by the activities of this plan. It should describe how the Approved IE relates to any other improvement initiatives currently underway or planned within the organisation, including productivity-improvement and process-improvement initiatives.

6.2.5.4 The Separate Implementation Plan shall describe the specific tasks to be performed to achieve the goals for the Approved IE, including the identification of inputs and outputs for each task.

6.2.5.5 Except where otherwise specified by the Commonwealth Representative, the Separate Implementation Plan shall provide a stand-alone schedule for the activities associated with implementing the Approved IE, using the DID for the SSMS. Key accomplishments and outputs shall be indicated as milestones and tracked against original estimates.

6.2.5.6 The Separate Implementation Plan shall identify any changes required to Contract documents, including any delivered data items, associated with the Approved IE and the timeframes for updating the Contract documents to ensure consistency across all of these documents.

6.2.6 Annexes

6.2.6.1 The IEIP shall include as separate annexes:

- a. a record of Approved IEs and related CCPs, including IE Program Price Adjustments;
- b. a listing of any completed Approved IEs, including a brief description of each IE, its goals and other benefits achieved;
- c. a listing of any rejected IEs, including a brief description of each rejected IE, its proposed goals, and the rationale for its rejection; and
- d. Separate Implementation Plans prepared in accordance with clause 6.2.5.

ANNEX A

RECORD OF APPROVED INNOVATIONS / EFFICIENCIES

1. IE PROGRAM PRICE ADJUSTMENTS

1.1 This section records the price adjustments that have been made, and that are to be made, to Attachment B as a result of implementing Approved IEs.

1.2 Table 1 sets out the changes to the applicable tables in Attachment B, resulting from CCPs for the implementation of Approved IEs. The columns in Table 1 are:

- a. Line Item No.: a unique item number for each change or set of changes;
- b. CCP Number: the identification number of the applicable Approved CCP;
- c. IEIP Reference: the reference(s) to the separate implementation plan(s), attached to the IEIP, for each IE included in the CCP (ie, a CCP may incorporate more than one IE into the Contract);
- d. P&PS Change Details: identifies the location in Attachment B, the price and payment schedule (P&PS), and price change resulting from each Approved IE including for each affected line within a P&PS table (ie, a change may apply to several tables and/or lines within a table):
 - (i) P&PS Table: the table affected by the change (eg, B-B-[schedule reference]);
 - (ii) Item no.: the line item number within the table that is affected by the change;
 - (iii) Previous Price (inc GST): the previous price in the P&PS, including GST (ie, other price details such as foreign currency amounts, duties and ex-GST amounts shall be detailed in the CCP);
 - (iv) New Price (inc GST): the new price to be included in the P&PS, including GST (ie, other price details such as foreign currency amounts, duties and ex-GST amounts shall be detailed in the CCP);
 - (v) WEF Date: the date from which the new price takes effect; and
 - (vi) Price Basis Date: the year in which the price change was set, for use when calculating initial price variation, if applicable; and
- e. Overall Status: the status for incorporating Approved IEs within a CCP, such as 'pending' before a price change, 'partial' if some changes have been implemented and 'completed' once all price changes for an Approved IE have been implemented.

Note: Rows in Table 1 are to be split or merged to allow for the changes to several tables and/or table rows to be listed against a single CCP, as applicable.

Table 1: Summary of Price Changes for IEs

| Line Item No. | CCP Number | IEIP reference | P&PS Change Details | | | | | | Overall Status |
|---------------|------------|----------------|---------------------|----------|--------------------------|---------------------|----------|------------------|----------------|
| | | | P&PS Table | Item no. | Previous Price (inc GST) | New Price (inc GST) | WEF Date | Price Basis Year | |
| | | | | | | | | | |
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DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SSM-ISSMP-V5.2

2. TITLE: IN-SERVICE SECURITY MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The In-Service Security Management Plan (ISSMP) describes the Contractor's plan for meeting the system security requirements for the in-service phase for those products that are Products Being Supported (or will become Products Being Supported under an associated or linked Contract (Support) when this data item is being developed under a Contract (Acquisition)) and that:

- a. could be susceptible to security vulnerabilities that may affect the Commonwealth's security obligations and compliance requirements (as would be determined by a competent contractor acting reasonably in making such a determination);
- b. are the subject of, or included within the scope of, a Security Authorisation, including in relation to physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security, cyber security, and personnel security (but, for personnel security, only in relation to Contractor Personnel operating, maintaining, or upgrading a Security System-of-Interest (SSoI) or an associated Target of Security Assessment (ToSA)); and/or
- c. are required by the Contractor to undertake the system security services (eg, Software such as Splunk®).

3.2 The Contractor uses the ISSMP to:

- a. define, manage and monitor the Contractor's system security and related activities for the in-service phase and to demonstrate how the associated security objectives applicable to the in-service phase will be achieved, including supporting any Security Authorisations that will require periodic revalidation during the in-service phase;
- b. ensure that those parties (including the Commonwealth and Subcontractors) performing system security activities during the in-service phase understand their respective responsibilities, the processes to be used, and the time-frames involved, including in relation to:
 - (i) responding to cyber incidents;
 - (ii) ensuring business continuity and disaster recovery; and
 - (iii) continuous monitoring; and
- c. demonstrate that it has the capability and capacity to meet its system security responsibilities for the SSoIs / ToSAs and other security-related Support System Products during the in-service phase.

3.3 The Commonwealth uses the ISSMP:

- a. to understand and evaluate the Contractor's approach for meeting the system security requirements of the Contract for the in-service phase;
- b. to gain assurance that the Contractor has a sound system security program in place that complies with applicable Government and Defence security requirements and policies and that will satisfy the objectives of the program;
- c. to plan the integration of the Contractor's system security activities for the in-service phase with the Commonwealth's security activities, particularly in relation to interacting with the respective security authorities;
- d. as an input into the Commonwealth's own planning, particularly in relation to liaising with the applicable security authorities for each SSoI; and

- e. as one of the suite of cyber security artefacts provided to the relevant Defence authorities as part of obtaining and/or maintaining the required ICT/cyber Security Authorisations for a SSol.

4. INTER-RELATIONSHIPS

4.1 The ISSMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Support Services Management Plan (SSMP);
- b. Contractor Engineering Management Plan (CEMP);
- c. Configuration Management Plan (CMP); and
- d. Quality Plan.

4.2 The ISSMP inter-relates with the following data items, where these data items are required under the Contract:

- a. the security-related data items required under the Contract (other than those identified under clause 4.1);
- b. Materiel System Security Management Plan (MSSMP) governing the acquisition phase;
- c. Software Support Plan (SWSP); and
- d. the plans and Engineering Change Proposal(s) (ECP(s)) associated with any Major Changes.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Note to drafters: Amend the list of Applicable Documents to suit the Contract. Do not include documents that are included within the ‘Governing Security Documents’.

| | |
|------------------------------|---|
| Governing Security Documents | (see the Glossary for the definition of this term) |
| ANP4605 | Navy Cyberworthiness |
| AFSMAN | Air Force Security Manual, Volume 1 |
| | National Institute of Standards and Technology (NIST), ‘Cybersecurity Framework (CSF)’, Version 2.0, February 26, 2024 |
| AS/NZS ISO 31000:2018 | Risk Management – Principles and Guidelines |
| NIST SP 800-30 | Guide for Conducting Risk Assessments, Revision 1, September 2012 |
| NIST SP 800-37 | Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018 |
| NIST SP 800-53A | Assessing Security and Privacy Controls in Information Systems and Organizations: Building Effective Assessment Plans, Revision 5, January 2022 |
| | ACSC Publication, ‘Strategies to Mitigate Cyber Security Incidents’, February 2017 |
| | ACSC Publication, ‘Strategies to Mitigate Cyber Security Incidents – Mitigation Details’, February 2017 |
| | ACSC Publication, ‘Guidelines for System Monitoring’, September 2023 |

| | |
|----------------------------------|---|
| | ACSC Publication, 'Guidelines for Security Documentation', September 2023 |
| ISO/IEC 27001:2022 | Information security, cybersecurity and privacy protection – Information security management systems – Requirements |
| ISO/IEC 27032:2023 | Cybersecurity – Guidelines for internet security |
| ISA/IEC 62443 series | Security for Industrial Automation and Control Systems |
| ISO/IEC 27005:2022 | Information security, cybersecurity and privacy protection – Guidance on managing information security risks |
| Defence ICT/Cyber SCRM Framework | The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020 |
| Form XP 188 | Security Report |
| | CASG Risk Management Product Risk Matrix |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the ISSMP should summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content – General Requirements

6.2.1 Interpretation

- 6.2.1.1** If the ISSMP is being developed under the Contract (Acquisition):
- references to the Contract, Contractor and Subcontractors in clauses 6.2.2 to 6.2.5 shall be interpreted to be the Contract (Support), Contractor (Support) and Subcontractors (Support), respectively; and
 - if there is no linked Contract (Support), the requirements of clauses 6.2.2 to 6.2.5 shall be developed to the extent practicable (eg, by assuming generic contractor(s) (support) and subcontractors (support)).

6.2.2 Overview

- 6.2.2.1** The ISSMP shall provide an overview of the ISSMP and the security-related Services for each SSol to be provided under the Contract, including:
- defining the scope and purpose of the ISSMP;
 - describing the scope and objectives of the system security program for the in-service phase, including:
 - providing an overview of each SSol and, if applicable, each ToSA, and identifying other applicable Support System Products from a security perspective; and
 - providing an overview of any shared responsibilities for system security between the Contractor and the Commonwealth (eg, in relation to responding to cyber incidents, ensuring business continuity and disaster recovery, and continuous monitoring);
 - identifying and describing the nature and significance of the security risks and threats that will be managed through the ISSMP; and

- d. describing any constraints, assumptions and risks associated with the system security program.

6.2.2.2 The ISSMP shall provide a list of key stakeholders involved with the system security program for the Contract, including:

- a. System Owner;
- b. Security Authorisation authorities and associated delegates; and
- c. where Digitally Enabled Systems and Equipment (DESE) supported under the Contract is either integrated into, or installed onto, Defence systems and platforms, the in-service agencies responsible for managing and supporting those systems and platforms.

6.2.2.3 The ISSMP shall describe the mechanisms by which the general requirements for security documentation, as set out in the Information Security Manual (ISM), will be satisfied, including (for example):

- a. Control ISM-0888: "Security documentation is reviewed at least annually and includes a 'current as at [date]' or equivalent statement"; and
- b. Control ISM-1602: "Security documentation, including notification of subsequent changes, is communicated to all stakeholders".

6.2.3 System Security Organisation and Roles

6.2.3.1 The ISSMP shall describe the organisations and the roles of the organisations involved with the system security program for the Contract, including:

- a. within the Contractor's organisation;
- b. Subcontractors, including original equipment manufacturers; and
- c. Associated Parties, including Defence agencies, regulatory authorities and other Commonwealth Contractors, as applicable.

6.2.3.2 The ISSMP shall identify the technical / design support network of organisations, including:

- a. identifying the Subcontractors and other companies, which provide technical advice for security activities; and
- b. describing the nature and scope of the technical advice to be provided.

6.2.3.3 The ISSMP shall identify the qualifications, experience and training required by persons filling any Key Staff Positions for the system security program for the Contract.

6.2.3.4 The ISSMP shall provide details of the Contractor's security team that is dedicated to the provision of security-related Services for each SSol / ToSA, including numbers and skills.

6.2.4 System Security Risk Management

6.2.4.1 The ISSMP shall describe the risk management processes to be applied to the Contractor's system security program for the Contract, cross-referring to the risk management elements of the Approved SSMP¹ and the applicable elements of the Approved ADF regulatory / assurance plans as appropriate, including:

- a. the processes to be used to identify system security risks;

Note to drafters: The following clause refers to the CASG Risk Management Product Matrix, which is identified as an Applicable Document in clause 5. This enables a 5x5 matrix to be employed for the purposes of project or product risk management using the Predict! tool. The Security Authorisation process, however, requires the use of a 6x6 matrix in accordance with the DSPF. Drafters should amend the following clause and the Applicable Documents to suit their contract-management circumstances (ie, to select the risk matrix that will result in the least work for the contract-management team, either translating into the DSPF 6x6 matrix if the CASG

¹ An Approved SSMP is unlikely to exist if the ISSMP is developed under an acquisition contract.

matrix is retained, or translating into Predict! if the following clause is amended to incorporate the DSPF matrix).

- b. the processes to be used for analysing, assessing and evaluating system security risks, including the specific assessment criteria to be used, cross-referring to the CASG Risk Management Product Risk Matrix in relation to assessing risks to 'Security & Cyber';
- c. the risk register(s) to be used for recording each system security risk (eg, Security Risk Management Plan (SRMP) and Cyber Supply Chain Risk Plan (CSCR)), including its attributes, evaluation and treatment(s);
- d. the processes to be used to determine the specific risk treatment strategies to be employed, particularly the application of risk controls (eg, as per the ISM); and
- e. the mechanisms to be used to keep the Commonwealth Representative apprised of any changes to system security risks.

6.2.4.2 The ISSMP shall describe how security requirements will be incorporated into the Contractor's Cyber Supply Chains to address ICT/cyber security risks for DESE (eg, in accordance with the Defence ICT/Cyber SCR Framework), cross-referring to any CSCR required under the Contract and describing how the Contractor's Cyber Supply Chain risk assessments will be kept current and the Commonwealth will be kept apprised of changed circumstances, as new suppliers of DESE are identified.

6.2.5 System Security Program Activities – General

Note: In relation to security monitoring and testing, clause 6.3.4 of this DID provides additional requirements that the ISSMP must address.

6.2.5.1 The ISSMP shall describe the Contractor's processes for undertaking the security-related Services for the SSols, as required by the Contract, including:

- a. providing an overview of the methodology to be employed to achieve the objectives, outcomes and requirements set out in clause 3 of this DID;
- b. describing how the applicable standards and other documents, referred to under clause 5, will be adapted to the Contractor's system security program; and
- c. describing how each of the system security requirements set out in the Contract will be undertaken, including when and by whom, and the processes and tools to be employed.

6.2.5.2 The ISSMP shall describe any simulation and other tools, instruments, items of equipment, Software, test facilities and any other major elements that will be required to satisfy the system security requirements of the Contract.

6.2.5.3 The ISSMP shall contain a high-level schedule indicating key activities, events and milestones for the system security program for the Contract, including in relation to physical security, EMSEC, ICT security and cyber security.

6.3 Specific Content – ISM-Mandated Security Plans

6.3.1 Interpretation

6.3.1.1 The ISSMP shall address the requirements of clauses 6.3.2 to 6.3.4 as follows:

- a. Each of the ISM-mandated security plans defined by clauses 6.3.2 to 6.3.4 shall be set out in a manner that is suitable for ICT and cyber Security Authorisation purposes (eg, addressing all parties responsibilities and the interactions between them).
- b. Subject to clause 6.3.1.2, the ISSMP shall identify, either as part of the ISM-mandated security plans or in a separate section of the ISSMP (and cross-referencing to the ISM-mandated security plans), the nature and scope of the Contractor's and Subcontractor's responsibilities and activities under each of the plans, so that the governance requirements of the Contract are satisfied.

6.3.1.2 If the ISSMP is developed under a Contract (Acquisition):

- a. if the ISM-mandated plans are required to be applied under the Contract (Acquisition) (eg, for system deployment or V&V), references to the Contract, Contractor and Subcontractors shall be interpreted to be the Contract (Acquisition), Contractor (Acquisition) and Subcontractors (Acquisition), respectively;
- b. if the ISM-mandated plans are not required to be applied under the Contract (Acquisition) and there is a linked Contract (Support), references to the Contract, Contractor and Subcontractors shall be interpreted to be the Contract (Support), Contractor (Support) and Subcontractors (Support), respectively; and
- c. in all other circumstances, the ISSMP is not required to address the requirements of clause 6.3.1.1b.

6.3.2 Incident Response Plan

Note: A security incident is a suspicious approach, event or action (whether deliberate, reckless, negligent or accidental) that:

- a. **fails to meet the expected outcomes of Defence security as outlined in the DSPF;**
- b. **compromises Defence's protective security arrangements; and**
- c. **results in (or has the potential to result in) loss, damage, harm or disclosure to Defence information, assets and/or personnel.**

6.3.2.1 The ISSMP shall include an '**Incident Response Plan**' for responding to security incidents pertaining to each SSol, which includes:

- a. the roles and responsibilities of all personnel (eg, Commonwealth, in-service support contractors (including, where applicable, the Contractor) and in-service support subcontractors (including, where applicable, Subcontractors)) during an incident, including:
 - (i) system users, system support staff, system administrators, etc based on the incident type;
 - (ii) the identification of the position that will have ultimate responsibility for the operational management of an incident; and
 - (iii) the authorised methods of communication between the various parties, including responsible personnel;
- b. the authorities within the different organisations responsible for initiating:
 - (i) a formal (administrative) investigation; and
 - (ii) a police investigation of an incident;
- c. the minimum level of Training for investigators, users and system administrators (eg, Cert IV in Forensics and Security Investigations);
- d. guidelines on what situations and scenarios constitute an incident;
- e. the types of incidents likely to be encountered (eg, malware, system intrusion, data compromise, and unauthorised system change) and for each incident type:
 - (i) the goals and objectives of the incident response;
 - (ii) the expected response, including the processes for threat containment and eradication; and
 - (iii) the steps necessary to ensure the availability of critical systems during the incident;
- f. management of the vulnerability exploited within the compromised system elements;
- g. system contingency measures and/or relationships to other response processes and procedures to ensure the continued safety and operational effectiveness of the SSol;

Note: In accordance with DSPF Principle 77, "Once the risk of immediate harm has been effectively managed, a Security Report must be submitted to SICC [Security Incident Coordination Centre] via the Security Report within 24 hours of the incident occurrence or

discovery". A copy of this report is also to be provided to the Commonwealth Representative at the same time, including any supporting information.

- h. incident reporting mechanisms, including both internally (eg, using a Form XP 188) and externally to relevant operational authorities (eg, the Australian Cyber Security Centre) and including those parties that need to be informed in the event of a security incident;
- i. criteria for investigation into a security incident involving external entities (eg, as could be requested from a law enforcement agency, the Australian Cyber Security Centre or other relevant authority); and
- j. the steps necessary to ensure the integrity of evidence for use in investigation.

6.3.2.2 The Incident Response Plan shall detail the management of, and contents of, the Incident Register to be used to capture the necessary details associated with each security incident, including fields to allow the tracking of the following information:

- a. the date the incident was discovered;
- b. the date the incident occurred;
- c. a description of the incident, including the people and locations involved;
- d. the action taken;
- e. lessons identified;
- f. to whom the incident was reported; and
- g. whether or not any further investigations were undertaken.

6.3.2.3 The Incident Response Plan shall describe the intervals and process for testing incident response and recovery capability, and for confirming that the plan remains fit for purpose.

6.3.3 Business Continuity and Disaster Recovery Plan

6.3.3.1 The ISSMP shall include a '**Business Continuity and Disaster Recovery Plan (BCDRP)**' for ensuring the continued operation of each SSol (or critical elements thereof) in response to either:

- a. a security incident or a series of security incidents that have a high likelihood of compromising Defence operations involving the SSol; or
- b. a disaster that would compromise Defence operations involving the SSol.

Note: Different elements of an SSol may involve different considerations in relation to business continuity and/or disaster recovery. Where applicable, the BCDRP should identify these differences so that it is clear exactly what will occur for the different elements in relation to business continuity and disaster recovery.

6.3.3.2 The BCDRP shall:

- a. identify the management structures and the roles and responsibilities of applicable personnel (eg, Commonwealth, in-service support contractors (including, where applicable, the Contractor) and in-service support subcontractors (including, where applicable, Subcontractors)) associated with business continuity and/or disaster management and recovery, including the relationships with incident response management;
- b. identify the critical services, functions and assets associated with each SSol in the context of Defence operations, cross-referring to the Business Impact Levels (BILs) in the Security Classification and Categorisation Guide (SCCG) at Attachment J;
- c. categorise the identified elements according to their priority for maintaining continuity of operations and/or for recovery after a disaster;
- d. define the maximum acceptable outage time for the critical services and functions and the associated recovery time objective in the context of the maximum acceptable outage time;

- e. describe credible scenarios that could cause a system interruption, such as a natural disaster, civil disturbance, major ICT failure or major cyberattack;
- f. describe the strategies for maintaining business continuity in response to the identified scenarios and in the context of the prioritised services, functions and assets;
- g. describe the strategies for disaster management and recovery in the context of the identified scenarios, the prioritised services, functions and assets, and the recovery time objectives;
- h. describe the processes to be implemented to ensure that personnel are prepared for potential system disruptions that could compromise Defence operations using the SSol, including, for example, the conduct of business continuity and disaster recovery exercises and testing;
- i. describe the processes for activating and managing the business continuity and/or disaster management and recovery mechanisms and activities, including:
 - (i) identifying the likely triggers;
 - (ii) describing the potential requirements for relocating systems, equipment, personnel and other items during a disaster, including ensuring the safety of personnel as the highest priority;
 - (iii) describing the associated internal and external communications;
 - (iv) describing the coordination with other interested parties throughout a disruption; and
 - (v) describing the likely temporary arrangements to be implemented during a disruption;
- j. describe the systems, processes and personnel necessary to return business / mission activities from the temporary measures adopted during the disruption to normal operations;
- k. describe the processes for data backup and recovery to ensure that minimal data is lost in the event of an interruption to the SSol and the SSol can be recovered within the required timeframes, including the use of remote locations for data backup, testing backup and restoration processes, and security considerations for the data backups;
- l. describe the implementation and maintenance of communication and warning procedures, including those necessary to manage the incident response and coordination with other interested parties throughout a disruption;
- m. describe the processes for maintaining capabilities and response readiness, such as table top exercises, and for confirming that the plan remains fit for purpose; and
- n. describe any other elements required for managing business continuity and disaster recovery (eg, employee contact lists, vital records, and alternate site operations, resources and transportation).

6.3.4 Continuous Monitoring Plan

Note: *The requirements of this clause are broader than the ISM requirements for a continuous monitoring plan.*

- 6.3.4.1** The ISSMP shall a 'Continuous Monitoring Plan' for undertaking continuous monitoring of each SSol (or applicable element thereof) during the in-service phase to proactively identify, prioritise and respond to security Issues (eg, vulnerabilities), including:
- a. identifying the management structures and the roles and responsibilities of applicable personnel (eg, Commonwealth, in-service support contractors (including, where applicable, the Contractor) and in-service support subcontractors (including, where applicable, Subcontractors)) associated with continuous monitoring of each SSol, including the relationships with incident response management and business continuity and disaster recovery management;

- b. describing the use of agencies and websites that provide advice of known vulnerabilities, such as the ACSC Alerts and the Known Exploited Vulnerabilities (KEV) catalogue at www.cisa.gov/known-exploited-vulnerabilities-catalog;
- c. describing the use of automated system event logging tools and processes (if applicable), as described in the ACSC Guidance Document, 'Guidelines for System Monitoring', to assist with the identification of security vulnerabilities and security incidents, including:
 - (i) describing how the system event logging systems and processes have been implemented;
 - (ii) identifying the system events to be logged and the associated event details to be captured;
 - (iii) describing the mechanisms for security vulnerability / incident identification and reporting based on the logged system events (eg, automatically to the system administrator and/or system security manager within particular timeframes); and
 - (iv) management of the event log, including protection, retention, and auditing;
- d. in addition to any automated system event processes, describing the types of intermittent monitoring and testing activities to be employed (eg, vulnerability assessments, vulnerability scans and penetration tests), including the likely nature and scope of these activities and the timeframes for conducting them;
- e. describing the analysis and investigation activities to be undertaken when potential or actual security Issues (eg, vulnerabilities) are identified, including the stakeholders to be consulted and the report(s) to be provided to the Commonwealth;
- f. describing the processes to be employed to prioritise the implementation of mitigations, taking into account the cost of mitigations and the implications for Defence operations, other Contract work, the health and safety of personnel, and the environment; and
- g. describing how the mitigation work will be implemented and managed, particularly when configuration changes are required.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-MHC-V5.2**
- 2. TITLE: MANIFEST OF HAZARDOUS CHEMICALS**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Manifest of Hazardous Chemicals records the types, quantities and locations of, and emergency contact details for, the use, handling and storage of Schedule 11 Hazardous Chemicals held by the Contractor on Commonwealth Premises that exceed the 'manifest quantities' specified in Schedule 11 of the *Work Health and Safety Regulations 2011 (Cth)*.
 - 3.2** The Contractor uses the Manifest of Hazardous Chemicals to comply with regulation 347 of the WHS Legislation and, in particular, to enable the primary emergency service organisation to provide, and to coordinate the provision of, emergency services if required to do so.
 - 3.3** The Commonwealth uses the Manifest of Hazardous Chemicals to meet the requirements of the *Defence Safety Manual, Hazardous Chemicals Management Procedures*:
 - a. Procedure 17, *Storage of Hazardous Chemicals*; and
 - b. Procedure 24, *Notification of Schedule 11 Hazardous Chemicals Manifest Quantities, Abandoned Storage Tanks and Pipelines*.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Manifest of Hazardous Chemicals is subordinate to the Health and Safety Management Plan.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

Schedule 12 of the Work Health and Safety Regulations 2011 (Cth)
Defence Safety Manual, Hazardous Chemicals Management Procedures
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions provided in the information contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 SPECIFIC CONTENT**

 - 6.2.1** The content of the Manifest of Hazardous Chemicals shall:
 - a. comply with the requirements of Schedule 12 of the *Work Health and Safety Regulations 2011 (Cth)*; and
 - b. be provided in accordance with *Defence Safety Manual, Hazardous Chemicals Management Procedure 24, Notification of Schedule 11 Hazardous Chemicals Manifest Quantities, Abandoned Storage Tanks and Pipelines*.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-PHIP-V5.2**
- 2. TITLE: PHASE IN PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Phase In Plan (PHIP) describes the objectives, scope, constraints, assumptions, and activities associated with the Contractor's (and Approved Subcontractors') program for managing and conducting Phase In.
 - 3.2** The Contractor uses the PHIP to:
 - a. define, manage and monitor the Phase In program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are undertaking Phase In activities understand their respective responsibilities, the processes to be used, and the time-frames involved;
 - c. demonstrate to the Commonwealth that the Contractor has a sound plan for achieving the Phase In requirements of the Contract across all of the Services required to be established during Phase In, and that the Phase In risks have been identified and appropriately mitigated;
 - d. describe how Phase In contributes to satisfying the Australian Industry Capability (AIC) Obligations and achieving the AIC Objectives, including in relation to Defence-Required Australian Industrial Capabilities (DRAICs) and other Industrial Capabilities identified as Australian Industry Activities (AIAs); and
 - e. define the Contractor's expectations for Commonwealth involvement in the Phase In program.
 - 3.3** The Commonwealth uses the PHIP to:
 - a. understand and evaluate the Contractor's approach to meeting the Phase In requirements of the Contract;
 - b. define and establish the Commonwealth's involvement in the Contractor's Phase In program, including the monitoring of the Contractor's program;
 - c. enable the timely provision of information to other applicable agencies (eg, existing in-service support provider(s)) to enable them to conduct their own planning (eg, to enable the efficient phase-out of existing equipment and associated support); and
 - d. provide input to the Commonwealth's own planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The PHIP inter-relates with all plans required to be either developed or updated and subsequently delivered during the Phase In period.
 - 4.2** When this Contract is linked to a Contract (Acquisition), the PHIP inter-relates with the Contract (Acquisition) Contractor Transition Plan (CTXP) and any other Contract (Acquisition) plans that address sustainment-related requirements, including sustainment-related Industrial Capabilities.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The PHIP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's (and Subcontractors') Phase In activities. Any risks associated with the Contractor's Phase In program shall be documented in the Phase In Register; however, the PHIP shall describe the risk-management strategies associated with any global Phase In-related risks.

6.2.1.2 If the Contract is linked to a Contract (Acquisition), the PHIP shall be consistent with the activities and schedule of the transition program conducted under the Contract (Acquisition), except where otherwise agreed, in writing, by the Commonwealth Representative.

6.2.1.3 If the Contract is being implemented after a period of in-service support, the PHIP shall be consistent with the activities and schedule of the phase out from the current in-service support provider (either Commonwealth or contractor) to the Contractor, except where otherwise agreed, in writing, by the Commonwealth Representative.

6.2.2 Phase In Organisation

6.2.2.1 The PHIP shall describe the Contractor's organisational arrangements for Phase In, including:

- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Phase In organisational and managerial arrangements integrate into the higher-level management structures and organisations;
- b. the interrelationships and lines of authority between all parties involved in the Contractor's Phase In activities including, if applicable, with the existing in-service support provider's phase-out activities or the Contractor (Acquisition)'s transition activities; and
- c. the responsibilities of all parties involved in the Contractor's Phase In activities, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Phase In requirements of the Contract.

6.2.3 Phase In Overview

6.2.3.1 The PHIP shall provide an overview of the Contractor's program of activities for undertaking Phase In, including:

- a. the major activities to be undertaken;
- b. if applicable, the integration of the Contractor's and Approved Subcontractors' Phase In activities with the existing in-service support provider's phase-out activities;
- c. if applicable, the integration of the Contractor's and Approved Subcontractors' Phase In activities with the activities of the Contractor (Acquisition);
- d. the processes and procedures to be employed by the Contractor for undertaking the Phase In activities;
- e. if applicable, the Contractor's proposed methodology for ensuring that the activities of the existing in-service support provider and the Contractor are coordinated, including proposed planning and coordination meetings;

- f. if applicable, the Contractor's proposed methodology for ensuring that the activities of the Contractor (Acquisition) and the Contractor are coordinated, including proposed planning and coordination meetings; and
- g. the expectations of the Contractor with respect to the Commonwealth.

6.2.4 Detailed Phase In Activities

6.2.4.1 The PHIP shall detail the Contractor's and Approved Subcontractors' specific activities required for Phase In, particularly addressing the Contractor's methodology and timeframes for implementing (as applicable):

- a. Operating Support arrangements;
- b. Engineering Support arrangements;
- c. Maintenance Support arrangements;
- d. Supply Support arrangements;
- e. Training Support arrangements;
- f. Support Resources;
- g. Subcontract arrangements; and
- h. the AIC requirements of the Contract, including where applicable, the sustainment-related Industrial Capabilities that were developed (in whole or in part) under a linked Contract (Acquisition).

6.2.4.2 In addressing the requirements of clause 6.2.4.1, the PHIP shall detail the Contractor's and Approved Subcontractors' plans and implementation activities, during Phase In, that will enable the Operative Date and any other Phase In milestones (including Contract Milestones) to be achieved and for support Services to commence and build up, as required, to meet the milestone exit criteria and the other requirements of the Contract.

6.2.4.3 In addressing the requirements of clauses 6.2.4.1 and 6.2.4.2, the PHIP shall detail:

- a. the activities to be undertaken, when and by whom;
- b. the high-level implementation schedule, which shall be derived from the detailed schedule required under clause 6.2.7;
- c. required planning and coordination meetings;
- d. the Approved Subcontracts to be implemented, including identifying the companies (by company name and registration (eg, ACN/NZCN)), the scope of the Subcontracts and the timeframes for their implementation;
- e. the personnel required by both the Contractor and Approved Subcontractors to enable the required Services to be provided at the end of Phase In and to enable the implementation schedule to be met, including:
 - (i) the ability to facilitate transfer of the staff from the Contractor (Acquisition) or from the existing in-service support provider (as applicable) who wish to transfer to the Contractor; and
 - (ii) the build-up of the Contractor's and the Approved Subcontractors' personnel (in terms of both numbers and skills) including recruitment and training within the required timeframes;
- f. the Facilities, S&TE, Training Equipment, Stock Items and computer-support requirements to be implemented, including:
 - (i) the timeframes for implementation, identifying any prerequisites for individual or sets of Support Resources, including, where applicable, any linkages between the activities under an accompanying Contract (Acquisition) or with the activities of the existing in-service support provider (as applicable);
 - (ii) the build-up of the individual Support Resources, showing how this build-up will enable the Contract requirements and objectives for Phase In to be met; and

- (iii) where applicable, the Support Resources to be acquired or transferred from the Contractor (Acquisition) or the existing in-service support provider (as applicable);

Note: The reference to ‘in whole or in part’ in the stem of the following subclause recognises that an Industrial Capability may not need to be fully implemented during Phase In (eg, a minimal Industrial Capability by the Operative Date, which is then grown and enhanced over subsequent stages of Ramp Up until the full Industrial Capability is in place).

- g. the implementation of the DRAICs and other Industrial Capabilities identified as AIAs, as required by clause 6.2.5, which are required to be in place (in whole or in part) within Australian Entities prior to, or by, the Operative Date, including:
 - (i) existing Industrial Capabilities, including those that need to be re-purposed or enhanced to meet the requirements of the Contract;
 - (ii) where applicable, Industrial Capabilities that were created (in whole or in part) under the Contract (Acquisition), including those that will have a dual-use purpose under the Contract and the Contract (Acquisition); and
 - (iii) new Industrial Capabilities that need to be implemented under the Contract;
- h. the implementation of regulatory and security requirements;
- i. the implementation of the Data Management System;
- j. requirements to establish Technical Data transfer methods and procedures;
- k. the approach taken to identify, analyse and assess Phase In risks;
- l. specific Phase In issues relating to GFM, GFF and GFS (as applicable);
- m. implementation of Defence information systems, including Training of Contractor Personnel in Defence information systems (as applicable);
- n. required interactions with the Commonwealth, including Resident Personnel and Members Required in Uniform (if applicable);
- o. any new processes and significant procedures to be introduced, including QMS issues;
- p. WHS and Environmental considerations (as applicable); and
- q. traceability to each Contract Service requirement.

6.2.5 AIA-Specific Requirements

6.2.5.1 For each of the AIAs identified at Attachment F to the Contract, the PHIP shall:

- a. for those AIAs that are not Industrial Capabilities, describe the arrangements (including Subcontracts) that will be implemented during Phase In to satisfy the AIA requirements, including identifying any work that may be planned to be performed after the Operative Date to fully satisfy these requirements; and
- b. for those AIAs that are Industrial Capabilities:
 - (i) identify the companies (by company name and registration (eg, ACN/NZCN)) pertaining to each of the Industrial Capabilities;
 - (ii) describe the specific commitments of the Contractor, AIC Subcontractor(s) and, where applicable, other companies (eg, a parent company or an Original Equipment Manufacturer (OEM) under a Subcontract) to implement each of the Industrial Capabilities, including in relation to the transfer of technology, know-how, know-why, and TD/IP;
 - (iii) describe the implementation plan (including timeframes) for each of the Industrial Capabilities, particularly describing the plans for each of the different Support Resources and how these will be brought together to ensure that each Industrial Capability is in place and operational when required prior to, or by, the Operative Date, including identifying any Subcontracts that will be enacted and the associated scope and timeframes for those Subcontracts;

- (iv) if applicable, describe the linkages (if any) with the activities of the Contractor (Acquisition), particularly in relation to Industrial Capabilities that were only partially developed under a linked Contract (Acquisition) or that have a dual-use purpose under the Contract and the Contract (Acquisition); and
- (v) provide a summary of any further work that may be planned to be performed after the Operative Date to ramp up the Industrial Capabilities, including identifying the further phases of implementation and associated timings, cross-referring to any Ramp Up milestones (if applicable).

6.2.6 Phase In Register

6.2.6.1 If a Phase In Register is required under the Contract, the PHIP shall describe the Phase In Register used by the Contractor for recording and planning Phase In activities.

6.2.6.2 The Phase In Register shall be kept as a separate entity from the PHIP (due to the dynamic nature of the content of the Phase In Register).

6.2.6.3 For each activity, the Phase In Register shall provide:

- a. the unique identification number of the Phase In activity;
- b. a brief description of the activity, including reference to any related clauses in the Contract;
- c. an outline of the tasks associated with completing the activity;
- d. the priority of the activity;
- e. the individual in the Contractor's organisation responsible for managing the activity;
- f. other parties involved in the activity, including the identification of any expected involvement of the existing in-service support provider or Contractor (Acquisition) (as applicable);
- g. the timeframes for achieving the activity;
- h. details of the assessment, treatment and monitoring of any identified risks associated with the activity in relation to both Phase In and the subsequent delivery of Services;
- i. any action items associated with the activity, including the timeframes for those action items and the party (or parties) to whom the action items have been assigned; and
- j. the current status of the activity (eg, not started, open, and closed on [date]).

6.2.7 Phase In Schedule

6.2.7.1 The PHIP shall include, as an annex, the Phase In Schedule used by the Contractor to:

- a. plan the activities and sequence those activities to achieve the Phase In requirements; and
- b. provide schedule direction and status to the management team responsible for the conduct of the work.

6.2.7.2 If a Support Services Master Schedule (SSMS) is required under the Contract, the Phase In Schedule shall accord with the requirements of the DID for the SSMS.

6.2.7.3 If the Contract does not require an SSMS, the Phase In Schedule shall be prepared in a standard, commercially available, critical path method project planning software application and shall identify:

- a. activities and their estimated durations;
- b. milestones, including Contract Milestones;
- c. the relationships and dependencies between activities and milestones to be accomplished by or for the Contractor in the performance of its Phase In obligations under the Contract;
- d. earliest and latest start and finish dates for all activities and milestones;

- e. critical and non-critical paths;
- f. floats available on all activities and milestones;
- g. allocated resources for each activity; and
- h. notes on the use of the Phase In Schedule, including a glossary of terms and symbols used.

6.2.8 Phase In Progress Report

6.2.8.1 If Phase In Progress Reports are required under the Contract, the PHIP shall describe the format and content of the Contractor's proposed Phase In Progress Report, which shall include:

- a. a copy of the Phase In Schedule, which shall identify:
 - (i) the status of progress made against all scheduled Phase In activities;
 - (ii) the actual start and completion dates for all activities and milestones met; and
 - (iii) the forecast completion dates for all remaining activities and milestones;
- b. if an SSMS is required under the Contract, a copy of the Phase In Schedule required in clause a, delivered as a soft copy of the schedule database;
- c. the 10 most significant Phase In risks or all risks that are assessed as high (or higher), whichever is the greater number;
- d. a summary of any significant problems experienced during the period since the previous report and any potential problems in relation to the Phase In program;
- e. a summary of any outstanding Issues that may impact upon the Phase In program;
- f. any significant changes to the planned build-up of the Contractor's support organisation during Phase In; and
- g. sufficient information to enable the Commonwealth Representative to track the overall progress of the Phase In activities described in the Approved PHIP.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SSM-PHOP-V5.2

2. TITLE: PHASE OUT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Phase Out Plan (PHOP) describes the objectives, scope, constraints, assumptions, and activities associated with the Contractor's (and Subcontractors') program for managing and conducting Phase Out. For Phase Out at the end of the Term, the PHOP includes all sections required by this DID. For the Phase Out of part of the Services, the Commonwealth Representative will advise the Contractor of any changes to the scope of the PHOP where that differs from this DID.

3.2 The Contractor uses the PHOP to:

- a. define, manage and monitor the Phase Out program for the Contract;
- b. ensure that those parties (including Subcontractors) who are undertaking Phase Out activities understand their respective responsibilities, the processes to be used, and the time-frames involved; and
- c. define the Contractor's expectations for Commonwealth involvement in the coordination and implementation of the Phase Out program.

3.3 The Commonwealth uses the PHOP to:

- a. understand and evaluate the Contractor's approach to meeting the Phase Out requirements of the Contract;
- b. obtain assurance that the Contractor will implement a sound and suitable approach to Phase Out, particularly to ensure that, if applicable, there will be no loss of Capability during Phase Out;
- c. define the Commonwealth's involvement in the Contractor's Phase Out program, including the monitoring of the Contractor's program;
- d. if applicable, to enable the timely provision of information to:
 - (i) the incoming support provider, being either a Commonwealth agency or an incoming contractor, to enable them to plan for the provision of Services; or
 - (ii) a disposal manager, being either a Commonwealth agency or another contractor engaged by the Commonwealth to implement disposal; and
- e. provide input to the Commonwealth's own planning.

4. INTER-RELATIONSHIPS

4.1 The PHOP is subordinate to the Support Services Management Plan (SSMP).

4.2 The PHOP inter-relates with the following data items during the Phase Out period, where these data items are required under the Contract:

- a. Support Services Master Schedule (SSMS); and
- b. Disposal Plan (DISP).

5. APPLICABLE DOCUMENTS

5.1 The following documents form part of the DID to the extent specified herein:

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the PHOP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The PHOP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's (and Subcontractors') Phase Out activities.

6.2.1.2 Any risks associated with the Contractor's Phase Out program shall be documented in the Risk Register in accordance with the governing plan for risk management (eg, SSMP); however, the PHOP shall describe the risk-management strategies associated with any Phase Out-related risks.

6.2.2 Phase Out Organisation

6.2.2.1 The PHOP shall describe the Contractor's organisational arrangements for Phase Out, including:

- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Phase Out organisational and managerial arrangements integrate into the higher-level management structures and organisations;
- b. the interrelationships and lines of authority between all parties involved in the Contractor's Phase Out activities, including with the incoming in-service support provider's phase-in activities or the Materiel System withdrawal activities (as applicable); and
- c. the responsibilities of all parties involved in the Contractor's Phase Out activities, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Phase Out requirements of the Contract.

6.2.3 Phase Out Overview

6.2.3.1 The PHOP shall provide an overview of the Contractor's program of activities for undertaking Phase Out, including:

- a. the major activities to be undertaken;
- b. if applicable, the integration of the Contractor's Phase Out activities with the incoming support provider's phase-in activities;
- c. if applicable, the integration of the Contractor's Phase Out activities with the Materiel System withdrawal activities;
- d. the processes and procedures to be employed by the Contractor for undertaking the PHOP activities, including for Contract closure or a partial reduction in Services, as applicable;
- e. if applicable, the Contractor's proposed methodology for ensuring that the activities of the Contractor and the incoming support provider are coordinated, including proposed planning and coordination meetings;
- f. if applicable, the Contractor's proposed methodology for ensuring that the activities of the Contractor and the agency(ies) managing disposal are coordinated, including proposed planning and coordination meetings; and

- g. the expectations of the Contractor with respect to the Commonwealth's involvement in Phase Out.

6.2.4 Detailed Phase Out Activities

6.2.4.1 The PHOP shall detail the Contractor's and Subcontractors' specific activities associated with Phase Out, specifically addressing the Contractor's methodology and timeframes for reducing (as applicable):

- a. Operating Support arrangements;
- b. Engineering Support arrangements;
- c. Maintenance Support arrangements;
- d. Supply Support arrangements;
- e. Training Support arrangements;
- f. Support Resources; and
- g. Subcontract arrangements.

6.2.4.2 In addressing the requirements of clause 6.2.4.1, and COC clause 14.5 or COC clause 14.6 as applicable, the PHOP shall detail:

- a. the activities to be undertaken, when and by whom;
- b. the high-level implementation schedule, which shall be derived from the detailed schedule for Phase Out, as required under clause 6.2.6;
- c. planning and coordination meetings;
- d. the personnel required by both the Contractor and Approved Subcontractors to enable the implementation schedule to be met, including:
 - (i) when there is an incoming support provider, how the Contractor will facilitate the transfer of personnel in accordance with clause 14.5 of the COC; and
 - (ii) the Contractor's personnel ramp-down and reassignment schedule;
- e. if applicable, the facilities, Stock Items, S&TE, Technical Data and any other Support Resources to be acquired or transferred from the Contractor to the incoming contractor;
- f. if applicable, the Contractor's activities with respect to the preparation for, and if required by the Commonwealth, disposal of Materiel System components;
- g. regulatory and security requirements;
- h. if applicable, specific Phase Out issues relating to GFM and GFF, including returning the GFM and GFF to an acceptable level, inspections, and WHS and Environmental issues;
- i. specific issues if the Contractor and/or Approved Subcontractors are resident on Commonwealth Premises; and
- j. the return of Contractor Managed Commonwealth Assets other than GFM.

6.2.4.3 The PHOP shall describe, explicitly or by reference to another document (including any database) the:

- a. items to be delivered and the proposed recipients; and
- b. arrangements, including timeframes, for the incoming support provider's personnel (if applicable) and Commonwealth personnel to interact with the Contractor to facilitate successful Phase Out.

6.2.5 Phase Out Register

6.2.5.1 If a Phase Out Register is required under the Contract, the PHOP shall describe the Phase Out Register used by the Contractor for recording and planning Phase Out activities.

6.2.5.2 The Phase Out Register shall be kept as a separate entity to the PHOP (due to the dynamic nature of the content of the Phase Out Register).

- 6.2.5.3** For each activity, the Phase Out Register shall provide:
- a. the identification number of the Phase Out activity;
 - b. a brief description of the activity, including reference to any related clauses in the Contract;
 - c. an outline of the tasks associated with completing the activity;
 - d. the priority of the activity;
 - e. the individual in the Contractor's organisation responsible for the activity;
 - f. other parties involved in the activity, including the identification of the expected involvement of the Commonwealth or the incoming in-service support provider;
 - g. the timeframes for achieving the activity;
 - h. the risks associated with the activity; and
 - i. any action items associated with the activity, including the timeframes for those action items and the party (or parties) to whom the action items have been assigned.

6.2.6 Phase Out Schedule

- 6.2.6.1** The PHOP shall include, as an annex to the PHOP, the Phase Out Schedule used by the Contractor to:
- a. plan the activities and sequencing of those activities to achieve the Phase Out requirements; and
 - b. provide schedule direction and status to the management team responsible for conduct of the work.
- 6.2.6.2** If a Support Services Master Schedule (SSMS) is required under the Contract, the Phase Out Schedule shall accord with the requirements of the DID for the SSMS.
- 6.2.6.3** If the Contract does not require an SSMS, the Phase Out Schedule shall be prepared in a standard commercially available critical path method project planning software and shall identify:
- a. activities and their estimated durations;
 - b. milestones, including Contract Milestones;
 - c. cessation dates for Services and start dates for periods of reduced Services;
 - d. the relationships and dependencies between activities and milestones to be accomplished by or for the Contractor in the performance of its Phase Out obligations under the Contract;
 - e. earliest and latest start and finish dates for all activities and milestones;
 - f. critical and non-critical paths;
 - g. floats available on all activities and milestones;
 - h. allocated resources for each activity; and
 - i. notes on the use of the Phase Out Schedule, including a glossary of terms and symbols used.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-QP-V5.2**
- 2. TITLE: QUALITY PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Quality Plan (QP) describes the Contractor's strategy, methodology and processes for the management and control of Quality for the Contract, commensurate with the complexity of the Services, the requirements of the Contract, and the nominated Quality standards.
 - 3.2** The Contractor uses the QP to:
 - a. define, manage and monitor its activities for meeting the Quality requirements of the Contract; and
 - b. ensure that those parties (including all Subcontractors) who are undertaking Quality-related activities understand their respective responsibilities, the processes to be used, and the time-frames involved.
 - 3.3** The Commonwealth uses the QP to:
 - a. understand and evaluate the way that the Contractor proposes to meet the Quality requirements of the Contract, including any applicable ADF regulatory / assurance framework requirements;
 - b. assist with monitoring the performance of the Contract; and
 - c. identify and understand the Contractor's expectations of the Commonwealth with respect to the Quality requirements of the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The QP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The QP inter-relates with all other management plans defined in the Contract.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The Quality standards nominated in the Contract and the following documents form a part of this DID to the extent specified herein:

| | |
|----------------------------|---|
| AS ISO 10005:2018 | <i>Quality management – Guidelines for quality plans</i> |
| HB 90.9-2000 | <i>Software Development – Guide to ISO 9001:2000</i> |
| AS ISO/IEC/IEEE 12207:2019 | <i>Systems and software engineering - Software life cycle processes</i> |
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The QP should be consistent with the guidelines given in AS ISO 10005:2018.
 - 6.1.3** When the Contract has specified delivery of another data item that contains aspects of the required information, the QP shall summarise these aspects and refer to the other data item.
 - 6.1.4** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The QP shall describe how the Contractor's Quality Management System (QMS) will be applied to fulfil the specific requirements of the Contract and shall describe or provide specific reference to a list of procedures to be used including any new procedures to be developed.
- 6.2.1.2** The QP shall describe the Contractor's Audit and review activities to be performed during all phases of the Contract.
- 6.2.1.3** The planned Quality-related activities (eg, tests, walkthroughs, quality reviews, etc) to be conducted shall be included in the QP. Alternatively, specific reference to where such information is contained can be provided.
- 6.2.1.4** If Software development, modification or update is required under the Contract, the Software Quality aspects shall:
- a. be addressed in a Software quality plan, as an annex to the QP; and
 - b. meet the requirements of AS ISO/IEC/IEEE 12207:2019, paragraph 6.3.
- 6.2.1.5** The QP shall reference any international, national or industry specific standards, codes of practice and conventions adopted by the Contractor for ensuring conformance of the Services and Deliverables with the specified requirements.

6.2.2 Quality Organisation

- 6.2.2.1** The QP shall describe the organisation, key appointments and functional relationships for managing Quality.
- 6.2.2.2** The QP shall identify the senior manager who has responsibility for the executive control of the Contractor's QMS as it is applied to the Contract.
- 6.2.2.3** The QP shall identify the resources and the allocated responsibilities and authorities for the Audit and review activities to be performed during the period of the Contract.

6.2.3 Subcontractor Requirements

- 6.2.3.1** The QP shall identify:
- a. for each Approved Subcontractor, the scope of work to be undertaken and the system(s) in place to provide Quality Assurance of the work; and
 - b. for all other Subcontractors, how Quality Assurance will be achieved for the goods and services that they are to provide.
- 6.2.3.2** The QP shall include the Contractor's planned Audit and review activities for each Approved Subcontractor and any additional processes, which may be implemented to ensure that the relevant requirements of the Contract are flowed down to Approved Subcontractors.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-RUMP-V5.2**
- 2. TITLE: RAMP UP MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Ramp Up Management Plan (RUMP) describes the objectives, scope, constraints, assumptions, and activities associated with the Contractor's (and Approved Subcontractors') program for managing and conducting Ramp Up.
 - 3.2** The Contractor uses the RUMP to:
 - a. define, manage and monitor the Ramp Up program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are undertaking Ramp Up activities understand their respective responsibilities, the processes to be used, and the time-frames involved;
 - c. demonstrate to the Commonwealth that the Contractor has a sound plan for achieving the Ramp Up requirements across all of the required Services, and that the Ramp Up risks have been identified and appropriately mitigated;
 - d. describe how Ramp Up contributes to satisfying the Australian Industry Capability (AIC) Obligations and achieving the AIC Objectives, including in relation to Defence-Required Australian Industrial Capabilities (DRAICs) and other Industrial Capabilities identified as Australian Industry Activities (AIAs); and
 - e. define the Contractor's expectations for Commonwealth involvement in the Ramp Up program.
 - 3.3** The Commonwealth uses the RUMP to:
 - a. understand and evaluate the Contractor's approach to meeting the Ramp Up requirements of the Contract;
 - b. define and establish the Commonwealth's involvement in the Contractor's Ramp Up program, including the monitoring of the Contractor's program;
 - c. establish checklists for the achievement of major Milestones during the Ramp Up period;
 - d. enable the timely provision of information to other applicable agencies (eg, existing in-service support provider(s)) to enable them to conduct their own planning (eg, to enable the efficient phase-out of existing equipment and associated support); and
 - e. provide input to the Commonwealth's own planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The RUMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The RUMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Phase In Plan (PHIP), for preceding Contractor activities;
 - b. AIC Plan and any supporting AIC-related plans;
 - c. the governing plans for each of the Support System Constituent Capabilities (SSCCs) required under the Contract;
 - d. Technical Data List (TDL);
 - e. Contract Work Breakdown Structure (CWBS);
 - f. Support Services Master Schedule (SSMS); and
 - g. Contract Status Report (CSR).

4.3 When this Contract is linked to a Contract (Acquisition), the RUMP inter-relates with the Contract (Acquisition) Contractor Transition Plan (CTXP) and any other Contract (Acquisition) plans that address sustainment-related requirements, including sustainment-related Industrial Capabilities.

5. APPLICABLE DOCUMENTS

5.1 The following documents form part of this DID to the extent specified herein:

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the RUMP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The RUMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's (and Approved Subcontractors') Ramp Up activities. Any risks associated with the Contractor's Ramp Up program shall be documented in the Risk Register; however, the RUMP shall describe the risk-management strategies associated with any global, Ramp Up-related risks.

6.2.1.2 If the Contract is linked to a Contract (Acquisition), the RUMP shall be consistent with the transition program either planned to be, or being, conducted under the Contract (Acquisition), except where otherwise agreed, in writing, by the Commonwealth Representative.

6.2.1.3 If the Contract is being implemented after a period of in-service support, the RUMP shall be consistent with the phase-out from the current in-service support provider (either Commonwealth or contractor), except where otherwise agreed, in writing, by the Commonwealth Representative.

6.2.2 Ramp Up Overview

6.2.2.1 The RUMP shall provide an overview of the Contractor's program of activities for undertaking Ramp Up, including:

- a. logical stages within the Ramp Up program, as defined by Milestones and/or major increments in the Services (eg, when Services are to be provided at a new site or, if linked to a Contract (Acquisition), when additional Services will be required in response to additional Mission Systems being delivered);
- b. the major activities to be undertaken within each stage of Ramp Up;
- c. if applicable, the integration of the Contractor's and Approved Subcontractors' Ramp Up activities with the existing in-service support provider's phase-out activities; and
- d. if applicable, the integration of the Contractor's and Approved Subcontractors' Ramp Up activities with the activities of the Contractor (Acquisition).

6.2.3 Ramp Up Management and Organisational Change

6.2.3.1 The RUMP shall describe the responsibilities of all parties involved in the Ramp Up activities, including the identification of the individual(s) within the Contractor's organisation who will have responsibility for meeting the Ramp Up activities.

- 6.2.3.2** If different from that described in the SSMP, the RUMP shall describe the Contractor's organisational arrangements for each stage of Ramp Up, including:
- a. the Contractor's and Approved Subcontractors' organisations and management structures, describing how these arrangements evolve over the Ramp Up period (eg, changes needed for each major increment in the Services); and
 - b. the interrelationships between all parties involved in the Contractor's Ramp Up activities including, if applicable, interrelationships with the existing in-service support provider's phase-out activities or the Contractor (Acquisition)'s transition activities.
- 6.2.4 Detailed Ramp Up Activities**
- 6.2.4.1** The RUMP shall detail the Contractor's and Approved Subcontractors' specific activities required for Ramp Up, particularly addressing the Contractor's methodology and timeframes for implementing or modifying (eg, to increase the capability and/or capacity of) the (as applicable):
- a. Operating Support arrangements;
 - b. Engineering Support arrangements;
 - c. Maintenance Support arrangements;
 - d. Supply Support arrangements;
 - e. Training Support arrangements;
 - f. Support Resources;
 - g. Subcontract arrangements; and
 - h. the AIC requirements of the Contract, including where applicable, the sustainment-related Industrial Capabilities that were developed (in whole or in part) under a linked Contract (Acquisition).
- 6.2.4.2** In addressing the requirements of clause 6.2.4.1, the RUMP shall detail the Contractor's and Approved Subcontractors' strategies and implementation plans for the activities following Phase In and the Operative Date, which will enable the Services to be established to full capability and capacity and then sustained throughout the Term at the required levels of performance.
- 6.2.4.3** In addressing the requirements of clauses 6.2.4.1 and 6.2.4.2, the RUMP shall detail:
- a. the Ramp Up activities to be undertaken, when and by whom;
 - b. the high-level implementation schedule, which shall be derived from the detailed schedule required under clause 6.2.7;
 - c. required planning and coordination meetings;
 - d. the Approved Subcontracts to be implemented during each stage of Ramp Up, including identifying the companies (by company name and registration (eg, ACN/NZCN)), the scope of the Subcontracts and the timeframes for their implementation;
 - e. the personnel required by the Contractor and Approved Subcontractors to enable the applicable Services to be provided in each stage of Ramp Up and for the implementation schedule to be met;
 - f. the Contractor's proposed methodology for ensuring that the activities of the Contractor and the Contractor (Acquisition) or the existing in-service support provider (as applicable) will be coordinated, including through proposed planning and coordination meetings;
 - g. the Facilities, S&TE, Training Equipment, Stock Items and computer-support requirements to be implemented, including:
 - (i) the timeframes for implementation, identifying any prerequisites for individual or sets of Support Resources, including, where applicable, any linkages

- between the activities under an accompanying Contract (Acquisition) or with the activities of the existing in service support provider (as applicable);
- (ii) the build-up of the individual Support Resources, showing how this build-up will enable the Contract requirements and objectives for Ramp Up to be met; and
- (iii) where applicable, the Support Resources to be acquired or transferred from the Contractor (Acquisition) or the existing in-service support provider (as applicable);

Note: The reference to ‘in whole or in part’ in the stem of the following subclause recognises that an Industrial Capability may need to grow over time during various stages of Ramp Up. The RUMP should identify the various stages and when a full Industrial Capability is expected to be in place.

- h. the implementation of the DRAICs and other Industrial Capabilities identified as AIAs, as required by clause 6.2.5, which are required to be in place (in whole or in part) within Australian Entities during each stage of Ramp Up, including:
 - (i) existing Industrial Capabilities, including those that need to be re-purposed or enhanced to meet the requirements of the Contract;
 - (ii) where applicable, Industrial Capabilities that were created (in whole or in part) under the Contract (Acquisition), including those that will have a dual-use purpose under the Contract and the Contract (Acquisition); and
 - (iii) new Industrial Capabilities that need to be implemented under the Contract;
- i. the implementation of regulatory and security requirements;
- j. if applicable, expansion of the Data Management System’s capabilities;
- k. requirements to establish and/or enhance Technical Data transfer methods and procedures;
- l. specific Ramp Up issues relating to GFM, GFF and GFS (as applicable);
- m. implementation of Defence information systems, including Training of Contractor Personnel in Defence information systems (as applicable);
- n. required interactions with the Commonwealth, including Resident Personnel and Member Required in Uniform (if applicable);
- o. WHS and Environmental considerations (as applicable); and
- p. traceability to each Contract Service requirement.

6.2.5 AIA-Specific Requirements

6.2.5.1 For each of the AIAs identified at Attachment F to the Contract, the RUMP shall, as applicable to each stage of Ramp Up:

- a. for those AIAs that are not Industrial Capabilities, describe the arrangements (including Subcontracts) that will be implemented to satisfy the AIA requirements; and
- b. for those AIAs that are Industrial Capabilities:
 - (i) identify the companies (by company name and registration (eg, ACN/NZCN)) pertaining to each of the Industrial Capabilities;
 - (ii) describe the specific commitments of the Contractor, AIC Subcontractor(s) and, where applicable, other companies (eg, a parent company or an Original Equipment Manufacturer (OEM) under a Subcontract) to implement each of the Industrial Capabilities, including in relation to the transfer of technology, know-how, know-why, and TD/IP;
 - (iii) describe the implementation plan (including timeframes) for each of the Industrial Capabilities, particularly describing the plans for each of the different Support Resources and how these will be brought together to ensure that each Industrial Capability is in place and operational during each stage of

Ramp Up, including identifying any Subcontracts that will be enacted and the associated scope and timeframes for those Subcontracts; and

- (iv) if applicable, describe the linkages (if any) with the activities of the Contractor (Acquisition), particularly in relation to Industrial Capabilities that were only partially developed under a linked Contract (Acquisition) or that have a dual-use purpose under the Contract and the Contract (Acquisition).

6.2.6 Ramp Up Issues Management

6.2.6.1 The RUMP shall describe how the Issues Register used by the Contractor, in accordance with the SSMP, shall be used for recording and planning issues related to Ramp Up activities.

6.2.7 Ramp Up Schedule

6.2.7.1 The RUMP shall include, as an annex, a summary of the Ramp Up Schedule used by the Contractor to:

- a. define the activities within each major stage of the Ramp Up period;
- b. plan the activities and sequence those activities to achieve the requirements of each Ramp Up stage and milestone, including Milestones; and
- c. provide schedule direction and status to the management team responsible for conduct of the work.

6.2.7.2 If a Support Services Master Schedule (SSMS), is required under the Contract, the Ramp Up Schedule shall accord with the requirements of the DID for the SSMS.

6.2.7.3 If the Contract does not require an SSMS, the Ramp Up Schedule shall be prepared in a standard, commercially available, critical-path method project planning software application and shall identify:

- a. activities and their estimated durations;
- b. milestones, including Milestones, and, where applicable, inter-related milestones from other Commonwealth contracts (eg, a Contract (Acquisition) or a preceding contract for support);
- c. the relationships and dependencies between activities and milestones to be accomplished by or for the Contractor in the performance of its Ramp Up obligations under the Contract;
- d. earliest and latest start and finish dates for all activities and milestones;
- e. critical and non-critical paths;
- f. floats available on all activities and milestones;
- g. allocated resources for each activity; and
- h. notes on the use of the Ramp Up Schedule, including a glossary of terms and symbols used.

6.2.8 Ramp Up Reports

6.2.8.1 If Ramp Up Progress Reports are required under the Contract, the RUMP shall describe the format and content of the Contractor's proposed Ramp Up Progress Report, which shall include:

- a. a copy of the Ramp Up Schedule, which shall identify:
 - (i) the status of progress made against all scheduled Ramp Up activities;
 - (ii) the actual start and completion dates for all activities and milestones met; and
 - (iii) the forecast completion dates for all remaining activities and milestones;
- b. if an SSMS is required under the Contract, a copy of the Ramp Up Schedule required in clause a, delivered as a soft copy of the schedule database;
- c. the 10 most significant Ramp Up risks or all risks that are assessed as high (or higher), whichever is the greater number;

- d. a summary of any significant problems experienced since the previous report and any on-going problems in relation to the Ramp Up program; and
- e. a summary of any outstanding Issues that may impact upon the Ramp Up program.

6.2.8.2 If the Contract requires Ramp Up progress to be included within the Contract Status Report (CSR), the RUMP shall describe how the Contractor's reporting of Ramp Up activity, status, risks and progress shall be incorporated into the CSR during the Ramp Up period.

6.2.9 Ramp Up Milestone Checklists

Note: Checklists and updates to checklists are Approved as part of the RUMP.

6.2.9.1 The RUMP shall include, as annexes, checklists to detail the criteria for each Ramp Up Milestone identified in Annex A to Attachment B and/or Annex H to Attachment B. Each checklist shall include:

- a. as an introduction:
 - (i) identification of what the Ramp Up Milestone provides (eg, new Services commencing, a step increase in the number of Products Being Supported, new or enhanced Industrial Capabilities becoming available, and/or Services becoming available at a new location); and
 - (ii) a brief summary of the scope and the level of performance of Services that will be possible following the Milestone, with cross-references to related stage of the Performance Implementation Period if applicable.
- b. where applicable, identification of prerequisite or co-requisite Milestones from other Commonwealth contracts (eg, system acceptance or DRAIC acceptance milestones from a Contract (Acquisition) or Phase Out milestones from a preceding Contract (Support)); and
- c. criteria that define the achievement of the Milestone, including:
 - (i) the criteria identified for the Milestone, as listed in Annex A to Attachment B and/or Annex H to Attachment B;
 - (ii) criteria that demonstrates that the Contractor's organisation, Subcontractors, Support Resources and processes, which are required to provide Services that commence from the Milestone, are in place and available to provide those Services;
 - (iii) criteria that demonstrate that the required Industrial Capabilities are in place;
 - (iv) any requirements to be met by the Commonwealth (eg, provision of GFE required for the Milestone, or GFS that is required to commence from the Milestone); and
 - (v) a criterion for Milestone completion, which requires the agreement of the Commonwealth Representative that all major Milestone criteria in the checklist have been met and that the Contractor is ready to proceed to the next stage of Ramp Up or that Ramp Up is complete, as applicable.

6.3 Annexes

- A. Ramp Up Schedule
- B. Ramp Up Milestone Checklist(s)

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-S&Q-V5.2**
- 2. TITLE: QUOTE FOR SURVEY AND QUOTE SERVICES**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The 'Quote for Survey and Quote Services' at Annex A is required to define the request, work proposal, required resources and the price and payments proposed for undertaking work that is not included within the existing work scope of the Contract, but may be conducted in accordance with the Survey and Quote (S&Q) provisions of the Contract.
 - 3.2** The Commonwealth uses Part 1 of the 'Quote for Survey and Quote Services' to scope a request for S&Q Services. The Commonwealth Representative may ask the Contractor to define elements of this request. For an Approved S&Q Quote, the Commonwealth Representative uses Part 3 of this DID to finalise the S&Q Order.
 - 3.3** The Contractor uses Part 2 of the 'Quote for Survey and Quote Services' to define the scope of work activities, Support Resources and the price and payments that are proposed for meeting the requirements of the Commonwealth's request.
- 4. INTER-RELATIONSHIPS**
 - 4.1** Each S&Q Order inter-relates with the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP), and all other plans governing the provision of Services that detail the management of S&Q Services; and
 - b. Engineering Change Proposal (ECP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items' (when specified in the Contract).
 - 6.2 Specific Content**

 - 6.2.1 Specific Requirements**
 - 6.2.1.1** All quotes for S&Q Services shall be documented in accordance with the requirements of:
 - a. Annex A to this DID;
 - b. the clauses of the COC for 'Survey & Quote Services' and 'Technical Data, Software and Contract Material';
 - c. Attachment B, S&Q Services annex; and
 - d. the SOW clause 'Quoting for Survey and Quote Services'.

ANNEX A: QUOTE FOR SURVEY AND QUOTE SERVICES



Australian Government

Defence

A.B.N. 68 706 814 312

**REQUEST FOR QUOTATION
FOR S&Q SERVICES**

| | |
|----------------|--------|
| Quotation No: | |
| File Reference | |
| Contract No: | |
| Quotation due: | |
| Time: | |
| Date: | DDMMYY |

Contact details:

| |
|--|
| Contractor Contact Officer: [...CONTACT OFFICER NAME...] [...ADDRESS DETAILS...] |
| Phone: [...PHONE NUMBER...] |
| E-mail: [...E-MAIL ADDRESS...] |

| |
|--|
| Commonwealth Contact Officer: [...CONTACT OFFICER NAME...] [...ADDRESS DETAILS...] |
| Phone: [...PHONE NUMBER...] or [...ALT PH. NUMBER...] |
| E-mail: [...E-MAIL ADDRESS...] |

| | |
|---|------|
| Contractor Representative, company name and address [...CONTRACTOR'S NAME...] [...ADDRESS DETAILS...] | |
| ACN: | ABN: |

| |
|---|
| Commonwealth Representative or Authorised Officer: [...NAME, POSITION...] [...ADDRESS DETAILS...] |
|---|

Return quotations to the Commonwealth Representative, or to an alternative location, if identified below:

| |
|--|
| By post to: [...INSERT ALTERNATIVE DELIVERY ADDRESS...] |
|--|

Security Classification:

| |
|--|
| [...INSERT SECURITY CLASSIFICATION...] |
|--|

PART 1 (S&Q Request): To be completed by the Commonwealth Representative, unless otherwise specified as to be completed by the Contractor.

| SECTION 1 – S&Q SERVICE REQUEST | | | | | | |
|---|---|---|---|---|--|-------------------------------------|
| Title: | [...INSERT TITLE (AND TASK NUMBER IF APPLICABLE)...] | | | | | Revision No.: |
| Description of the Service to be provided: | Service description: [...INSERT DESCRIPTION OF SERVICES OR REFER TO ATTACHED PAGES...] | | | | | |
| | Performance measurement and/or Acceptance criteria: [...INSERT DETAILS OF HOW THE SERVICES ARE PROPOSED TO BE MEASURED AND/OR THE CRITERIA FOR THE ACCEPTANCE OF DELIVERABLES (EG, REFER SECTION 2, OR AS DEFINED IN TEST PLAN, ETC)...] | | | | | |
| | Additional references, specifications or standards specific to the required Services (if applicable): [...INSERT SPECIFICATIONS, STANDARDS OR OTHER REFERENCES (NOT SERVICE MANAGEMENT PLANS)...] | | | | | |
| | | | | | | |
| Nature / category of Service (eg, engineering investigation, Major Change, damage repair, item provisioning): | | Product(s) / platform / site to which the Service relates: | Earliest start date: | Service completion date: | Commonwealth GFM (yes / no): | Commonwealth GFF (yes / no): |
| | | | DDMMYY | DDMMYY | | |
| SECTION 2 – REQUIRED DELIVERABLES | | | | | | |
| Line No. | Part No. / NATO Stock No. (if applicable) | Description | Type of Item (eg, Stock Item, Technical Data, Reports, Software) | Qty | Deliverable Acceptance / Approval criteria | Delivery Date |
| | XXXX-XX-XXX-XXXX | | | qty | | DDMMYY |
| SECTION 3 – PRICE BASIS | | | | | | |
| Firm Price Basis: <input type="checkbox"/> | | payable upon: Milestones <input type="checkbox"/> and/or Acceptance of Services / Deliverables <input type="checkbox"/> | | For an S&Q Service with a combined firm and Not-To-Exceed price basis, the following categories / elements of the S&Q Service shall be firm priced: [... INSERT DETAILS OF FIRM PRICED ELEMENTS ...] | | |
| Not-To-Exceed Price Basis: <input type="checkbox"/> | | (cost plus / reimbursement / price of the labour, materials, Subcontract, and Other Direct Costs, as per Contract Attachment B, up to an Approved amount) | | | | |
| Combination of above: <input type="checkbox"/> | | | | | | |
| SECTION 4 – COMMONWEALTH REPRESENTATIVE’S AUTHORISATION | | | | | | |
| Signed for and on behalf of the Commonwealth of Australia: | | | | | | |
| ----- (signature) | | ----- (print name and position) | | | ----- (date) | |

PART 2 (S&Q Quote): To be completed by the Contractor, unless otherwise specified as to be completed by the Commonwealth.

SECTION 5 – APPROACH AND RESOURCES

| | | | | | | | | | |
|---------------------------------------|--|--|--|---------------------------------|---|---|--|--|-----------------|
| Work plan | [... Contractor to address the requirements for an S&Q work plan (including any work plan requirements specified in the SOW). Attach a separate work plan if necessary ...] | | | | | | | | |
| Adverse Impact | [...Contractor to address adverse impacts with respect to other Services or performance (including any specified requirements in the SOW for addressing adverse impacts)...] | | | | | | | | |
| Australian Industry Capability | | The proposed S&Q Service meets the conditions requiring the AIC program to be addressed and an AIC summary has been attached: yes <input type="checkbox"/> / no <input type="checkbox"/> | | | | | | | |
| GFM | Item description (eg, additional GFE, GFD or GFI) | Qty | Delivery Date and Location | Return Date and Location | Remarks/ Intended Purpose | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| | | qty | DDMMYY / | DDMMYY / | | Time Period for Inspection | Technical Data or Software restriction* | | |
| | | | | | | DDMMYY to DDMMYY | | | |
| GFF | Facilities (in addition to any existing GFF) | | Remarks/ Intended Purpose | | Period of Access | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| | | | | | | Comments / Conditions of Access | | | |
| | [...INSERT FACILITY DETAILS...] | | | | DDMMYY to DDMMYY | | | | |
| GFS | GFS (in addition to any existing GFS) | | | | Dates for provision of GFS | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| | | | | | | Comments / Conditions of Access | | | |
| | [...INSERT GFS DETAILS...] | | | | DDMMYY to DDMMYY | | | | |
| Subcontractors | Name | ABN/ ACN | Work, Services to be provided and/or Items to be supplied | | Details for Approved Subcontractors only | | | PT PCP Subcontract or Reporting Entity Subcontract (identify which) | Comments |
| | | | | | Location of work (include post code) | Australian Industry Activity (if applicable) | Technical Data or Software restriction† | | |
| | [...INSERT NAME...] | XX XXXXXXXXX | [...INSERT SERVICE / ITEMS...] | | | | | | |
| | | | | | | | | | |

* Insert 'no' or if restrictions apply to the use of Technical Data and Software provided as GFM, then cross-refer to an attachment for 'special conditions'. See also section 8.

† Insert 'no' or if Technical Data or Software is to be sourced from an Approved Subcontractor and restrictions would apply to Commonwealth rights, then cross-refer to an attachment for 'special conditions'. See also section 8.

| SECTION 6 – QUOTATION PRICE | | | | | | | | | | |
|---|---|--|---|--|----------------------------------|---------------------------------|-------------------------------------|------------------------------------|-------------------------------|----|
| Labour | Task | | Contract Attachment B details (ex-GST) | | | | Hours required (Normal Time) | Hours required (Other Time) | Item subtotal (ex-GST) | |
| | | | Line Item No. | Category of Labour or Skill Level | Hourly Rate (Normal Time) | Hourly Rate (Other Time) | | | | |
| | | | | | | | | | | |
| | Total Labour (ex-GST) | | | | | | | | | |
| Materials | Line No. | Part No. / NATO Stock No. (if applicable) | Description | Type of Item (eg, Stock Item, Software, Technical Data) | Unit Price (ex-GST) | Qty | Markup (%) ‡ | Item subtotal (ex-GST) | | |
| | | XXXX-XX-XXX-XXXX | | | | qty | | | | |
| | | | | | | | | | | |
| | Total Materials costs (ex-GST) | | | | | | | | | \$ |
| Subcontracts | Subcontractor name | | | | | | Markup (%) ‡ | Subcontract value (ex-GST) | | |
| | [...INSERT NAME...] | | | | | | | | | |
| | Total Subcontract costs (ex-GST) | | | | | | | | | \$ |
| Other Direct Costs[§] | Description | | | | Unit Price (ex-GST) | Qty | Markup (%) ‡ | Amount (ex-GST) | | |
| | [...INSERT DESCRIPTION OF OTHER COSTS TO BE INCLUDED / REIMBURSED...] | | | | | qty | | | | |
| | | | | | | | | | | |
| | Total of Other Direct Costs (ex-GST) | | | | | | | | | \$ |
| TOTAL NTE PRICE / QUOTATION (exclusive of GST) | | | | | | | | | \$ | |
| GST | | | | | | | | | \$ | |
| TOTAL NTE PRICE / QUOTATION (inclusive of GST) | | | | | | | | | \$ | |

‡ Contractor's markup(s) shall accord with Contract Attachment B, for the relevant order value.

§ Refer to CASG Cost Principles. Examples of Other Direct Costs include: travel, freight, equipment and venue hire. Indirect costs (eg, corporate overheads) are to be included in markup.

SECTION 7 – PAYMENT ARRANGEMENTS

| | |
|--|-------------------------------|
| Milestone payments | [...CONTRACTOR TO PROPOSE...] |
| Payments upon Acceptance of Services / Deliverables | [...CONTRACTOR TO PROPOSE...] |
| Other (only applicable to Not-To-Exceed price elements) | [...CONTRACTOR TO PROPOSE...] |

SECTION 8 – ADDITIONAL TECHNICAL DATA AND SOFTWARE RIGHTS AND RESTRICTIONS

To be completed by the Commonwealth:

Do the S&Q Services require GFM that is subject to restrictions of Technical Data and Software rights not detailed in the current Contract? no / yes, refer to attachment [...INSERT REFERENCE...].
If 'yes', the Commonwealth is to include a 'special conditions' attachment with equivalent information to the GFM Attachment or 'Licensing and Approval Schedule' Attachment, as applicable.

To be completed by the Contractor:

Do the S&Q Services require additional Technical Data and Software and associated rights that are not detailed in the current Contract? no / yes, refer to attachment [...INSERT REFERENCE...].
 Will the deliverables have restrictions on the Commonwealth's rights to Use and Sublicense, as detailed in clause 5 of the COC? no / yes, refer to attachment [...INSERT REFERENCE...].
If 'yes' to either question, the Contractor is to include a 'special conditions' attachment with equivalent information to the Technical Data and Software Rights Schedule in the Contract.

SECTION 9 – CONFIDENTIAL INFORMATION

Does this quotation include an attachment for Confidential Information (ie, in addition to information referred to in the Confidential Information and Reporting Attachment to the Contract)? no / yes
If 'yes', the Contractor Representative, or authorised delegate, should include a 'special conditions' attachment to list the information considered as new Confidential Information, meeting the criteria specified in the attachment to the Contract for Confidential Information and Reporting. The attachment to the S&Q Quote should be prepared in the form of the Confidential Information and Reporting attachment to the Contract.

SECTION 10 – CONTRACTOR'S AUTHORISATION

Signed for and on behalf of the Contractor:

 (signature) (print name and position) (date)

PART 3 (S&Q Order): To be completed by the Commonwealth Representative after Approval of the S&Q Quote in accordance with the COC.



Australian Government

Defence

ABN 68 706 814 312

**SURVEY AND QUOTE
ORDER**

| | |
|-----------------|--------|
| S&Q Order No: | |
| S&Q Order Date: | DDMMYY |
| Pages: | |
| Amendment No: | |

| | | |
|--|-----------------------------------|---------------------------------|
| Contractor's details (Company name and address): | Contract No: | |
| | Approved Quotation No. | |
| | S&Q Services Title: | |
| | S&Q Services Summary Description: | |
| ACN | ABN | Approved Quotation Date: DDMMYY |

NTE PRICE / QUOTATION (AS SET OUT IN THE APPROVED QUOTATION)

| Description | Price / Quotation (excluding GST) |
|--|-----------------------------------|
| Total Labour | |
| Total Materials | |
| Total Subcontract Costs | |
| Total Other Direct Costs | |
| TOTAL NTE PRICE / QUOTATION (GST exclusive): | \$ |
| GST: | \$ |
| TOTAL NTE PRICE / QUOTATION (GST inclusive): | \$ |

PRICE AND PAYMENT BASIS

[...Insert details of the basis on which the Contractor will paid for the S&Q Service – ie reimbursement of Other Direct Costs up to the Approved S&Q Quote, Milestones or payment upon Acceptance....]

This S&Q Order is issued on the terms set out in the conditions of contract, the Approved Quotation referred to above and any Special Conditions attached by the Commonwealth.

This S&Q Order comprises the following documents:

- this S&Q Order;
- Attachment 1 – Approved Quotation;
- Attachment 2 – [...INSERT DETAILS...]; and
- Attachment 3 – [...INSERT DETAILS...].

Inquiries regarding this order should be directed to the Contact Officer:

| | | | |
|---|---------------------------|--------|---|
| Printed name: | Phone no. | email: | Special Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Address | | | |
| Signed on behalf of the Commonwealth of Australia | | | DDMMYY |
| (signature) | (print name and position) | (date) | |

Note: When applicable, include attachments for sections 8, 9 and Australian Industry Capability.

ATTACHMENT: AUSTRALIAN INDUSTRY CAPABILITY SUMMARY

Unless otherwise agreed by the Commonwealth (in writing) this attachment is required to be included in an S&Q Quote and an S&Q Order when:

- a. the expected value of the S&Q Services exceeds \$4 million inclusive of GST; and/or
- b. the S&Q Services will have material significance to an Australian Industry Activity (AIA) that has been identified in the Contract.

Table 1: Australian Industry Capability Schedule for the S&Q Services

| Item Number | AIC Activity Description / scope | Company Name and ACN/ABN/NZBN | ACE Value (AUD) | Location (including Postcode) | SME (Y/N) | Local Business (Y/N) | Veterans (Y/N) |
|-------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-----------|----------------------|----------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) |
| 01 | | | | | | | |
| 02 | | | | | | | |
| | | | | | | | |
| TOTAL: | | | | | | | |

When preparing the AIC Schedule (above), the Contractor is to summarise the various activities within the Services to be performed by Australian Industry. Insert additional lines / sub-lines for each activity and entity (Contractor or Subcontractor) performing an activity. Table details:

- a. Item number, to uniquely identify each line.
- b. AIC Activity Description, as a description of the scope of the Service / activity performed by an Australian Industry, with separate lines for the Contractor and each Subcontractor (each entity).
- c. The Australian or New Zealander company / entity undertaking the activity, including the ACN, ABN, or NZBN, as applicable.
- d. Australian Contract Expenditure (ACE) value of the activity, determined in accordance with the ACE Measurement Rules. The ACE value is to be the GST exclusive and duty free dollar value (to the nearest \$1000).
- e. The location (including the postcode) where the applicable entity will perform the majority of the work activity.
- f. Identify whether the entity is a Small to Medium Enterprise.
- g. Identify whether the entity is a local business (as should be defined in the Glossary).
- h. Veterans: Has the organisation signed the Veterans Employment Commitment (yes/no)? (refer: veteransemployment.gov.au)

Table 2: Australian Contract Expenditure for the S&Q Service

| Cost Category | AIC Activity Description and Scope | Line Item Price | ACE% | ACE Value (\$) |
|--------------------------------------|------------------------------------|-------------------|-------------------|-------------------|
| Contractor – labour cost | | | | |
| Contractor – materials cost | | | | |
| Contractor – Other Direct Costs | | | | |
| Contractor – mark-up, G&A and Profit | | | | |
| Subcontracts – labour | | | | |
| Subcontracts – materials | | | | |
| Subcontracts – Other Direct Costs | | | | |
| Total Price: | | \$ [Insert total] | Total ACE: | \$ [Insert total] |

When preparing the ACE summary for the S&Q Services (above), the amounts (ie, rates) and ACE% are to be consistent with the S&Q Services Annex to Attachment B to the Contract. Additional lines are to be added to separate between Subcontractors and different activities within the S&Q Service. The Total ACE must be consistent with the Total ACE value in Table 1.

The calculated ACE% percentage for this S&Q Service: [...INSERT...] %

Where:

$$\text{Calculated ACE\%} = \frac{\text{Total ACE}}{\text{Total Price}} * 100$$

and:

- a. all prices are exclusive of GST;
- b. labour costs are traceable to section 6 (excludes labour provided through listed Subcontracts);
- c. materials costs are traceable to section 6 (excludes materials provided through listed Subcontracts);
- d. Subcontract prices are categorised by their primary purpose (labour, materials or other), with individual lines for each Subcontractor;
- e. Other Direct Costs are defined in accordance with the CASG Cost Principles, and may include travel, freight, equipment and venue hire, etc;
- f. AIC activity description and scope includes, as applicable, the reason for travel, the Subcontractor's name, if a deeming rate from the ACE Measurement Rules have been used, etc;
- g. line item price / cost is stated in \$A, converted from source currency if applicable;
- h. ACE% is the percentage of the line item price / cost that is determined to be ACE in accordance with the ACE Measurement Rules; and
- i. ACE Value (\$) = line item price * ACE%.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-SMP-V5.2**
- 2. TITLE: SURGE MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Surge Management Plan (SMP) defines the Contractor's (and Subcontractors') approach to managing the variations in demand patterns that are likely to arise through the Commonwealth enacting the Surge requirements of the Contract, including the likely withdrawal of Members Required in Uniform (MRU), if MRU is required under the Contract.
 - 3.2** The Contractor uses the SMP to:
 - a. define, manage and monitor its activities:
 - (i) to establish and retain a Surge capability; and
 - (ii) for meeting the Surge requirements of the Contract; and
 - b. ensure that those parties (including Subcontractors) who are undertaking Surge-related activities understand their respective responsibilities, the processes to be used, and the time-frames involved.
 - 3.3** The Commonwealth uses the SMP to:
 - a. understand how the Contractor proposes to prepare for and meet the Surge requirements of the Contract;
 - b. gain assurance that the Contractor's plans for meeting the Surge requirements will be sound and enable operational requirements to be met;
 - c. assist with monitoring the performance of the Contractor under Surge conditions; and
 - d. identify and understand the Contractor's expectations of the Commonwealth with respect to the Surge requirements of the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The SMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Operating Support Plan (OSP);
 - b. Contractor Engineering Management Plan (CEMP);
 - c. Maintenance Management Plan (MMP);
 - d. Supply Support Plan (SSP); and
 - e. Training Support Plan (TSP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the SMP shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
- 6.1.4** The SMP shall be labelled and handled appropriate to the security classification level advised by the Commonwealth Representative.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The SMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's activities for addressing the Surge requirements of the Contract.
- 6.2.1.2** If more than one level of Surge is defined under the Contract, such as differing levels of Exigency or both Exigency and Contingency, the SMP shall detail the specific issues, assumptions, constraints, risks, arrangements, systems, and processes associated with each level.

6.2.2 Surge Management Organisation

- 6.2.2.1** If different from the management organisation described within the SSMP, the SMP shall describe the Contractor's and Approved Subcontractors' organisational arrangements for meeting the Surge requirements of the Contract, including:
- a. the responsibilities of all parties involved in the Contractor's activities related to Surge, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Surge requirements of the Contract;
 - b. any new or changed organisational units (eg, new locations or additional working shifts);
 - c. any new or changed relationships between the organisational units involved, including any changes to the lines of authority; and
 - d. the Surge-related responsibilities of the organisational units involved.

6.2.3 Surge Management Systems and Processes

- 6.2.3.1** The SMP shall describe the Contractor's strategies, management approach, methodologies, systems and processes to be used when addressing Surge, including:
- a. the major Surge-related activities to be undertaken, including details of:
 - (i) the scope of each activity;
 - (ii) when each activity is performed with respect to preparing for, sustaining at different levels of effort, or recovering from, a period of Surge; and
 - (iii) the Contractor and Subcontractor organisational units performing each activity;
 - b. the integration of Subcontractors into the Contractor's Surge-related activities where this differs from the 'normal' provision of Services;
 - c. personnel (in terms of numbers and occupations or trade groups) required by the Contractor and Approved Subcontractors to meet the Surge requirements, including the proposed sources for obtaining any additional personnel that may be required;
 - d. arrangements that deal with the withdrawal of MRU from the Contractor's and/or Subcontractors' organisations, if MRU is required under the Contract;
 - e. the integration of the Surge-related activities with the 'normal' provision of Services; and
 - f. the expectations of the Contractor with respect to the Commonwealth, including proposed changes to the interfaces and interactions with Commonwealth agencies external to the Commonwealth Representative.

- 6.2.3.2** The SMP shall identify those Services and/or activities most likely to be impacted by the variations in demand associated with Surge requirements, and shall identify the options available to the Contractor to prepare for, and generate, any additional required capacity and/or resources. The SMP shall also identify how long the Contractor will be able to sustain the elevated capacity under each option and what criteria will be used to identify both the appropriate initial resourcing option and, if appropriate, the points at which there is a need to transition between options.
- 6.2.3.3** Any risks associated with these activities shall be documented in the Risk Register in accordance with the Approved SSMP; however, the SMP shall describe the risk-management strategies and responsibilities associated with any global risks relating to the Surge requirements.
- 6.2.3.4** The SMP shall describe the processes and tools that the Contractor will use to monitor and record the Contractor's performance of Surge-related activities, including changes to the provision of 'normal' Services.
- 6.2.4 Reserve Stock**
- 6.2.4.1** If management of Reserve Stock is required under the Contract, the SMP shall detail the systems, processes and procedures for managing Reserve Stock, including:
- a. the release of Reserve Stock and the identification of those personnel with authority to approve the release of Reserve Stock;
 - b. interactions with the Commonwealth for the management of Reserve Stock; and
 - c. recovery of Reserve Stockholding Level (RSL) after the period of Surge has ceased.
- 6.2.5 Contingency Maintenance**
- 6.2.5.1** If Contingency Maintenance (CMAINT) is required under the Contract, the SMP shall detail the Contractor's proposed CMAINT recovery program to be implemented following a period of Surge.
- 6.2.5.2** If support to Battle Damage Repair (BDR) is required under the Contract, the SMP shall detail the systems, processes and procedures that the Contractor will utilise to provide support to BDR, including:
- a. the provision of technical advice to Defence units undertaking BDR;
 - b. the provision of BDR Services, if applicable;
 - c. the retrospective application of ADF regulatory / assurance framework requirements to evaluate BDR schemes implemented during a period of Surge;
 - d. maintaining a record of incorporated repairs; and
 - e. the design of subsequent repairs to restore the Mission System (if applicable) and other equipment to their respective certification baselines.
- 6.2.6 Surge Limitations**
- 6.2.6.1** The SMP shall identify, against each Service requirement in the SOW:
- a. those Services for which the Contractor is able to meet the full scope of the requirements for all Surge levels;
 - b. those Services for which the Contractor is unable to meet the requirements for all levels of Surge, because:
 - (i) Surge requirements are not applicable to those Services; or
 - (ii) the resources needed to meet Surge requirements are constrained by factors outside of the Contractor's reasonable control (eg, Facilities (including GFF) or GFE constraints); and
 - c. those Services for which the Contractor is unable to achieve the full scope of the Surge requirements, but is willing to use its best endeavours towards meeting those requirements.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-SPMP-V5.2**
- 2. TITLE: SUPPORT PERFORMANCE MEASUREMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Support Performance Measurement Plan (SPMP) documents the performance measurement program to be implemented by the Contractor to meet the performance measurement requirements of the Contract for the various Performance Measures set out in the Contract.
 - 3.2** The Contractor uses the SPMP to:
 - a. provide assurance to the Commonwealth that the Performance Measures will achieve their respective purposes under the Contract;
 - b. define, manage and monitor its activities for meeting the performance measurement requirements of the Contract;
 - c. ensure that those parties (including Subcontractors) who are undertaking performance measurement-related activities understand their respective responsibilities, the processes to be used, and the time-frames involved; and
 - d. explain to the Commonwealth how the different Performance Measures required under the Contract will be measured, recorded, Validated and reported.
 - 3.3** The Commonwealth uses the SPMP to:
 - a. gain assurance that the Contractor will implement a sound and unequivocal methodology for measuring, recording, Validating and reporting against the different Performance Measures required under the Contract;
 - b. provide visibility of the Contractor's activities in meeting the performance measurement requirements of the Contract;
 - c. assist with monitoring the provision of the Services and the Contractor's performance; and
 - d. confirm and coordinate Commonwealth interfaces with the Contractor's performance measurement activities.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SPMP is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The SPMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Support Services Verification Matrix (SSVM);
 - b. Quality Plan (QP);
 - c. Contract Status Report (CSR); and
 - d. Combined Services Summary Report (CSSR).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

| | |
|-----------------------------------|---|
| AS/NZS ISO/IEC/IEEE 15939:2022 | <i>Systems and software engineering – Measurement process</i> |
|-----------------------------------|---|

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the SPMP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 Introduction

6.2.1.1 The SPMP shall include an introduction that identifies:

- a. the purpose of the SPMP;
- b. the target audience for the SPMP;
- c. a broad outline of the Services being provided and the Products Being Supported against which performance is being measured;
- d. the Outcomes and contributory outcomes identified in Attachment P; and
- e. the KPIs defined in Attachment P.

6.2.2 Performance Measurement Organisation

6.2.2.1 The SPMP shall describe the Contractor's performance measurement organisation for the Contract, including:

- a. performance measurement staff appointments, as applicable;
- b. other Contractor and Subcontractor staff with performance measurement responsibilities; and
- c. the inter-relationships between the performance measurement activities and the other parts of the Contractor's organisation for the management of the Contract.

6.2.3 Performance Measurement Management

6.2.3.1 The SPMP shall describe the Contractor's systems, processes and procedures for:

- a. coordinating its performance measurement activities with the other activities under the Contract; and
- b. monitoring, evaluating, and demonstrating the achievement of performance measurement requirements.

6.2.3.2 For Performance Measures related to Service performance, the SPMP shall describe the use of the performance measurement data to ensure that Contract's performance requirements are being met and, where necessary, how deficiencies will be recorded and how corrective actions will be monitored and managed.

6.2.3.3 If applicable, the SPMP shall describe how Subcontractor organisations will be involved in the collection, analysis and reporting of data.

6.2.3.4 If applicable, the SPMP shall identify and describe how data from Commonwealth information management systems will be used in the collection, analysis and reporting of measurement data, including Contractor expectations of Commonwealth interfaces.

6.2.3.5 The SPMP shall define the scope and purpose of subordinate performance measurement plans and procedures, including their interrelationship with the SPMP. References to the Contractor's quality management procedures shall be included, if applicable.

6.2.3.6 The SPMP shall describe the Contractor and, if applicable, Commonwealth data-management systems to be used to collect, document, disseminate, coordinate, control and share performance-related data.

- 6.2.3.7** The SPMP shall describe the method for recording and presenting trend analysis for all Performance Measures required by the Contract.
- 6.2.3.8** Where a Support Services Verification Matrix (SSVM) is a requirement of the Contract, the SPMP shall describe the management and use of the SSVM, including:
- the tool(s) to be used to provide the required SSVM functionality;
 - the procedures for managing the SSVM, including data entry and configuration management;
 - the procedures and responsibilities for approving the SSVM; and
 - the means by which reports are generated and access to the SSVM will be provided to the Commonwealth.
- 6.2.3.9** Where the Contract includes a Performance Implementation Period (PIP), the SPMP shall describe the activities that the Contractor will undertake to satisfy the objectives of the PIP (as described in Annex B to Attachment P), including undertaking the PIP Completion Review defined in the SOW.
- 6.2.4 Performance Measurement**
- Note:** *Under this clause 6.2.4, the Commonwealth is seeking information specific to each Performance Measure, not generic information associated with the performance measurement process (which should be included under clause 6.2.3). In this regard, consideration should also be given to including a separate Annex in the SPMP for each Performance Measure.*
- 6.2.4.1** The performance measurement elements of the SPMP shall comply with Section 6 of AS/NZS ISO/IEC/IEEE 15939:2022 for each Performance Measure defined in the Contract.
- 6.2.4.2** For each Performance Measure, the SPMP shall describe the Contractor's methods for collecting, recording, calculating and analysing data, including (as applicable):
- the Performance Measures defined in Attachment P;
 - the Performance Measures defined in Attachment Q, whether or not they are directly applicable to Contractor performance; and
 - generically, any other measure of performance, not identified in Attachment P or Attachment Q, but which are required under the Contract, including those specified in an S&Q Order.
- 6.2.4.3** For each Performance Measure, the SPMP shall describe the Contractor's methods for Validating performance measurement data, including:
- methods to minimise data corruption or misreporting during the collection process;
 - references to any Contract requirements for data Validation or for supporting data; and
 - methods for assessing and including or excluding (as appropriate) the impact of Commonwealth processes and actions on the performance measurement data.
- 6.2.4.4** For each KPI only, the SPMP shall describe the flow-down of KPI-related Performance Measures to Approved Subcontractors, particularly identifying:
- the relationships between the proposed Subcontract KPIs and the Subcontract scope of work; and
 - how the proposed Subcontract KPIs will contribute to, or enable, the achievement of each of the Contract KPIs.
- 6.2.4.5** For each KPI only, the SPMP shall include, when applicable to data collection, compilation and/or the scoring or calculation of results for the KPI, details of:
- any business rules and/or exclusions included in the Contract (eg, in Attachment P);
 - any additional business rules or exclusions identified by the Contractor, including (for example) measurement timings, information to be derived from databases, conditions under which data, or particular elements of data, would be excluded from

measurement or assessment, data validation activities, and liaison with the Commonwealth; and

- c. any related process flowcharts used by the Contractor.

6.2.4.6 For each KPI only, the SPMP shall describe the processes to be undertaken by the Contractor to:

- a. ensure that the measurement processes (including data collection, analysis and reporting) provide results that are accurate, objective, and free from bias and/or manipulation; and
- b. address problems or concerns identified by the Contractor or the Commonwealth in respect of KPI measurement and/or assessment activities, including the Contractor's standard approach to:
- (i) liaison with the Commonwealth;
 - (ii) investigative activities (eg, root-cause analyses);
 - (iii) the development and implementation of changes to the performance measurement activities (eg, the development of revised processes and measurement tools);
 - (iv) the investigation and implementation of related activities (eg, training for the use of revised measurement tools), when applicable; and
 - (v) monitoring, validating and reporting the resolution of problems or concerns to the Commonwealth.

6.2.5 Time-Variant or Phase-Variant Performance Measures

6.2.5.1 If the Contract includes Performance Measures that vary from one measurement period to the next (eg, due to changes in the number of Products Being Supported during modification programs, or for operational changes during a year), the SPMP shall, for each applicable Performance Measure:

- a. describe the process for determining, in conjunction with the Commonwealth Representative:
- (i) the level of performance applicable to each measurement period (eg, how the requirement is derived from an annual Capability plan or operational deployment and training schedules); and
 - (ii) updates to the Required Performance Level and Performance Bands for each Review Period;
- b. include, as an annex, the level of performance required for each measurement period and the Required Performance Level and Performance Bands for each Review Period for a forward period of not less than one year (or other period agreed in writing by the Commonwealth Representative); and
- c. describe any changes in the methodology used to determine the performance in different phases or measurement periods, including changes to:
- (i) the primary input data (eg, the supporting data that is 'compiled' to determine the Achieved Performance for a KPI);
 - (ii) the source(s) of primary input data;
 - (iii) the method of calculating performance from the primary input data;
 - (iv) the method of Validating the data; and
 - (v) any other relevant aspect of the performance measurement process.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-SSMP-V5.2**
- 2. TITLE: SUPPORT SERVICES MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Support Services Management Plan (SSMP) is the top-level plan that describes the Contractor's strategy, plans, methodologies and processes for meeting the requirements of the Contract, showing how the processes fit together to form a totally integrated management system for the provision of Services.
 - 3.2** The Contractor uses the SSMP, including or supplemented by subordinate plans (as required), to:
 - a. provide direction and guidance to the Contractor's team (including Subcontractors) responsible for conducting the work required under the Contract;
 - b. define, manage and monitor its program of activities for the provision of Services; and
 - c. ensure that those parties (including Subcontractors) who are providing Services understand their respective responsibilities and the processes to be used.
 - 3.3** The Commonwealth uses the SSMP to:
 - a. gain visibility into the Contractor's planning and gain assurance that the Contractor's plan will enable the requirements of the Contract to be met;
 - b. understand and evaluate the Contractor's approach to managing the scope of work associated with the Contract;
 - c. confirm a common understanding of Commonwealth interfaces with the Contractor's management organisation; and
 - d. provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SSMP is the primary plan for the Contract. All other plans related to the Contract fit beneath the umbrella of the SSMP.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

| | |
|-----------------------|---|
| DEFLOGMAN Part 2 | Stocktaking of Defence Assets and Inventory |
| Volume 5 Chapter 17 | |
| DSPF | Defence Security Principles Framework |
| AS/NZS ISO 31000:2018 | Risk Management—Principles and guidelines |
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The SSMP shall be a stand-alone document that provides sufficient information to allow the reader to understand how various aspects of support Services will be managed without referring to other documents. The SSMP should not reference a document, procedure or plan, without providing a reason for the referenced material.

- 6.1.3** The SSMP shall be the master planning document, integrating, summarising and referencing other plans and schedules for the provision of Services, as required by this DID and elsewhere in the SOW.
- 6.1.4** The SSMP need not be developed as one document. It may be divided into volumes, sections and/or sub-plans provided that the head document links all sub-documents together as a cohesive whole.
- 6.1.5** When the Contract has specified delivery of another data item that contains aspects of the required information, the SSMP shall summarise these aspects and refer to the other data item.
- 6.1.6** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content – Support Services Management

6.2.1 General

- 6.2.1.1** The SSMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's program of activities for the provision of Services.
- 6.2.1.2** Risks associated with this program shall be documented within the Risk Register (refer clause 6.2.11); however, the SSMP shall describe the risk-management strategies for any global risks associated with the provision and management of the Services.
- 6.2.1.3** The SSMP shall cover both firm-priced Services and Ad Hoc Services.

6.2.2 Scope

- 6.2.2.1** The SSMP shall clearly identify:
- a. the scope of work that will be undertaken under the Contract, including the activities to be undertaken by the Contractor and Subcontractors, showing the linkages between these activities and the required outcomes, particularly in the context of clause 1.8 of the COC (Contracted Requirement); and
 - b. areas that are not within scope, if there is a possibility of the reader misinterpreting the scope (eg, interfaces with other support organisations or support under other related contracts are typical areas that may be misinterpreted).

6.2.3 Organisation

- 6.2.3.1** The SSMP shall describe the organisational structure responsible for managing and providing Services under the Contract, including:
- a. the Contractor's company organisational structure, but only to the extent necessary to identify how the Contractor's Services management organisation fits into the overall structure;
 - b. the Contractor's Services management organisation;
 - c. the Contractor's contractual relationship with Approved Subcontractors; and
 - d. each Approved Subcontractor's company organisational structure and Subcontract organisational arrangements (to the extent applicable to the Contract), including the relationships between the Approved Subcontractors' teams and the Contractor's teams to enable the provision of Services.
- 6.2.3.2** The SSMP shall:
- a. include the purpose of each organisational element involved in the provision of Services (where 'organisational elements' are the Contractor/Subcontractor entities, business units, task groups for specific Services, and/or task groups with similar types of Services assigned to different Products); and
 - b. show the partitioning of responsibilities between the various organisational elements for the provision of Services.
- 6.2.3.3** The SSMP shall describe the major interfaces within the Contractor's support program, including organisational and process interfaces, and how the various elements of the

support program will be integrated to produce a cost-effective support program for the Contract period.

6.2.3.4 The SSMP shall identify, and describe the make-up and purpose of, each team to be employed in the performance of the Contract. Example teams are:

- a. engineering team;
- b. Software support team;
- c. maintenance team; and
- d. finance team.

6.2.4 Personnel Management

6.2.4.1 The SSMP shall describe the staffing strategy for the Contract, including the Contractor's approach to recruiting, training and retaining staff, as well as the strategy for obtaining and retaining the required security clearances for Contractor Personnel.

6.2.4.2 If Key Persons management is required under the Contract, the SSMP shall describe the Contractor's methodology for identifying Key Staff Positions and for managing Key Persons, including:

- a. the identification of Key Staff Positions within the Contractor's and Approved Subcontractors' organisations (eg, typically, positions such as the Support Services Manager, Maintenance Manager, Engineering Manager, Software Program Manager and key technical personnel, as applicable to the Contract scope);
- b. the definition of the person/position specifications, or responsibilities and authorities for each Key Staff Position and the skill sets needed to fill that position (eg, Maintenance Manager with 10 years of experience in managing large-scale, deeper maintenance activities); and
- c. the identification of relevant background skills and experience of each Key Person.

6.2.4.3 The SSMP shall identify each Key Person and the Key Staff Position that they hold.

6.2.4.4 The SSMP shall include a staff/skills profile for the Contract, which:

- a. provides the staffing requirements on a month-by-month basis for the Contract, consistent with the identified work and any Support Services Master Schedule (SSMS) required under the Contract;
- b. provides a break down of the staffing requirements by labour category (ie, skill type and skill level), location (when multiple sites are involved) and functional areas, consistent with the labour information and categories identified in Attachment B; and
- c. identifies the staffing requirements filled by Approved Subcontractor personnel, including identifying the applicable Approved Subcontractor.

6.2.4.5 The SSMP shall describe the Contractor's strategy for managing critical staff shortages, should they occur, to any of the labour categories and locations identified in the staff/skills profile.

6.2.5 Structure of Contractor Plans

6.2.5.1 The SSMP shall contain a structured list showing the hierarchical relationship of the plans to be used by the Contractor in the execution of the Contract.

Note: *The following structure is provided as an example of a potential SSMP hierarchy. Where a plan contains stand-alone sub-plans, the hierarchy is to identify all such sub-plans that are at the next lower level. The specific structure shown is not mandated and will need to be tailored for the specific requirements of the Contract.*

Support Services Management Plan

Support Performance Measurement Plan

Communications Plan

Health and Safety Management Plan

Operating Support Plan***Contractor Engineering Management Plan******Configuration Management Plan******Software Support Plan******In-Service Materiel Safety Plan******Maintenance Management Plan******Supply Support Plan******Training Support Plan******Quality Plan*****6.2.6 Support Services Master Schedule**

6.2.6.1 If an SSMS is required under the Contract, the SSMP shall contain an overview of the SSMS, including any milestone dates for the major Services.

6.2.7 Contract Work Breakdown Structure

6.2.7.1 If a Contract Work Breakdown Structure (CWBS) is required under the Contract, the SSMP shall include the CWBS as an indented list to level 4.

6.2.8 Planning and Control

6.2.8.1 The SSMP shall provide an overview of the processes used by the Contractor to provide integrated planning and control for the management of the work associated with the Contract.

6.2.8.2 The SSMP shall identify the tools to be used in support of Contract management and Services management, and shall describe the planned purpose and method of usage of each tool. Example of tools that may be addressed are management information systems, databases, spreadsheets, cost estimating tools, scheduling tools and decision analysis tools.

6.2.9 Recurring and Ad Hoc Services – Specific Management Mechanisms

6.2.9.1 The SSMP shall describe the visibility into Recurring Services and Ad Hoc Services that will be provided to the Commonwealth to enable the Commonwealth to be assured that value for money is being obtained throughout the Term.

6.2.9.2 If Periodic Cost Reviews are required under the Contract, the SSMP shall describe the visibility into Recurring Services and Ad Hoc Services that will be provided to the Commonwealth in the lead up to, during and after these reviews to enable the Commonwealth to be assured that value for money will continue to be obtained for the remainder of the Term and any proposed extension to the Term, including the processes for identifying and recording the Allowable Costs incurred by the Contractor.

6.2.9.3 The SSMP shall describe the Contractor's systems and processes for the management of Ad Hoc Services, including the mechanisms to ensure clean boundaries between Recurring Services and Ad Hoc Services. The SSMP shall also describe the visibility into these mechanisms that will be provided to the Commonwealth, including how the Contractor will ensure that the requirements of clause 3.18 of the COC (Use of Contractor Resources) will be met.

6.2.9.4 The SSMP shall describe the criteria for determining when:

- a. any new Services should be classified as Recurring Services or Ad Hoc Services, including the type of Ad Hoc Services;
- b. any existing Ad Hoc Services should be reclassified as Recurring Services or another type of Ad Hoc Services; and
- c. any existing Recurring Services should be reclassified as Ad Hoc Services.

6.2.9.5 The SSMP shall describe the mechanisms to be employed by the Contractor (eg, discussion at the Contract Performance Review) to advise the Commonwealth of its recommendations when the criteria identified under clause 6.2.9.4 become applicable.

6.2.10 Performance Measurement

6.2.10.1 The SSMP shall describe how the Contractor will measure the performance of the work under the Contract (cross-referring to any Support Performance Measurement Plan (SPMP) required under the Contract), including:

- a. the identification, collection, recording, calculation and analysis of data in relation to any contracted Performance Measures, including (as applicable):
 - (i) Key Performance Indicators (KPIs);
 - (ii) Other Performance Measures (OPMs), whether or not they are directly applicable to Contractor performance; and
 - (iii) any other measure of performance, not identified in Attachment P or Attachment Q, including those specified in an S&Q Order or that the Contractor has identified that it will be using in accordance with an Approved plan;
- b. the data-management systems to be used to collect, document, disseminate, coordinate, control and share performance data, including, where applicable, to provide the required functionality for the Support Services Verification Matrix (SSVM);
- c. the Validation of performance measurement data to ensure that it is current, accurate and applicable;
- d. the use of the performance measurement data to ensure that the Contract's performance requirements are being achieved and improved where necessary;
- e. the mechanisms for reporting achievement to the Commonwealth against the Performance Measures; and
- f. the integration of the performance-management activities with the Quality Management program.

Under clause 6.2.10.2, the Commonwealth is seeking information specific to each KPI, not generic information associated with the performance measurement process (which should be included under clause 6.2.10.1). In this regard, consideration should also be given to including a separate Annex in the SSMP for each KPI.

6.2.10.2 For each KPI, the SSMP shall explain how the KPI will be measured, assessed and recorded, including:

- a. when applicable to data collection, compilation and/or the scoring or calculation of results for the KPI, details of:
 - (i) any business rules and/or exclusions included in the Contract (eg, in Attachment P);
 - (ii) any additional business rules or exclusions identified by the Contractor, including (for example) measurement timings, information to be derived from databases, conditions under which data, or particular elements of data, would be excluded from measurement or assessment, data validation activities, and liaison with the Commonwealth; and
 - (iii) any related process flowcharts used by the Contractor; and
- b. the flow-down of KPI-related Performance Measures to Approved Subcontractors, particularly identifying:
 - (i) the relationships between the proposed Subcontract KPIs and the Subcontract scope of work; and
 - (ii) how the proposed Subcontract KPIs will contribute to, or enable, the achievement of each of the Contract KPIs.

6.2.11 Risk Management

6.2.11.1 The SSMP shall describe the processes and tools used for managing risk under the Contract, in a manner consistent with AS/NZS ISO 31000:2018.

- 6.2.11.2** The SSMP shall include a description of the following:
- a. the risk management organisation, including the allocation of risk management responsibilities to senior managers and individual functional groups;
 - b. procedures for identifying and capturing risks;
 - c. procedures for analysing risks;
 - d. procedures for assessing and evaluating risks;
 - e. procedures for treating risks, including:
 - (i) avoiding the risk;
 - (ii) removing the risk source;
 - (iii) reducing the likelihood of the risk;
 - (iv) reducing the consequences of the risk;
 - (v) transferring the risk to a party that is better able to manage the risk; and
 - (vi) retaining the risk;
 - f. procedures for reporting risks;
 - g. procedures for monitoring and reviewing risks;
 - h. procedures for integrating the risk management activities into work planning and control;
 - i. if the Contractor is required to provide a Modern Slavery Risk Management Plan to the Commonwealth, the details of that plan required by clause 12.9 of the COC.
- 6.2.11.3** The SSMP shall describe the procedures for the management of risks to Work Health and Safety (WHS), which shall to the extent that the WHS Legislation applies to work under the Contract, be consistent with the requirements of the WHS Legislation.
- 6.2.12 Risk Register**
- 6.2.12.1** The SSMP shall describe the Risk Register used by the Contractor for recording each risk and its attributes, evaluation and treatments.
- 6.2.12.2** The Risk Register shall be a separate entity from the SSMP (due to the dynamic nature of the content of the Risk Register).
- 6.2.12.3** The Risk Register shall include, in a separate record for each risk:
- a. the CWBS element number (if applicable);
 - b. a risk identification number;
 - c. a brief outline of the risk;
 - d. the risk priority;
 - e. the source of risk (eg, whether the risk stems from the Commonwealth or from the Contractor (including Subcontractors));
 - f. the likelihood of the risk event;
 - g. the consequence of the risk event in terms of Total Cost of Ownership (TCO), cost, schedule, environmental, safety, operational and/or the performance or suitability of the Services and, if applicable, Deliverables;
 - h. details of the individual responsible for eliminating or treating the risk;
 - i. the risk-treatment option(s) (eg, eliminate, avoid, remove the source, reduce the likelihood, reduce the consequence, transfer, or retain); and
 - j. actions taken to reduce or eliminate the risk (including eliminating the source of the risk), which for WHS-related risks demonstrates that the risk has been reduced so far as is reasonably practicable.
- 6.2.12.4** For risks that are to be treated, the Risk Register shall include:

- a. the risk treatment plan;
- b. the related Service, budget and schedule allocated to the risk treatment plan; and
- c. progress against the risk treatment plan.

6.2.13 Issue Management

6.2.13.1 The SSMP shall describe the Contractor's processes to be used for managing Issues for the Contract.

6.2.14 Issue Register

6.2.14.1 The SSMP shall describe the Issue Register used by the Contractor for recording Issues and the associated action(s) for addressing the Issue.

6.2.14.2 The Issue Register shall be a separate entity from the SSMP (due to the dynamic nature of the content of the Issue Register).

6.2.14.3 For each Issue, the Issue Register shall include:

- a. an account of the Issue;
- b. the effect of the Issue on the Contract or the Services;
- c. the proposed action to address the Issue, including the identification of the responsible individual for addressing the Issue and the timeframes involved;
- d. any requested Commonwealth Representative actions to address the Issue;
- e. the effect on the Contract and the Services if the proposed actions are put into effect; and
- f. the consequences for the Contract and the Services if the proposed actions are not taken or fail.

6.2.15 Customer Interface

6.2.15.1 The SSMP shall describe the interfaces between the Commonwealth and the Contractor that are required to meet the requirements of the Contract.

6.2.15.2 The SSMP shall provide an overview of the processes to be used by the Contractor for, and the responsibilities associated with, the management of the following types of issues:

- a. alerting the Commonwealth Representative of any disagreement occurring across the customer organisation; and
- b. ensuring customer expectations are consistent with the budget and Contract.

6.2.15.3 The SSMP shall describe the Contractor's expectations with respect to Commonwealth services and resources to enable the Contractor to meet its obligations under the Contract, including an indication of types, quantities and timescales, and where these requirements will be detailed.

6.2.15.4 The SSMP shall describe the requirements and processes for the provision of training to Commonwealth personnel to enable those personnel to undertake the expected roles identified by the Contractor.

6.2.16 Subcontract Management

6.2.16.1 The SSMP shall describe how the Contractor intends to manage Subcontractors, including:

- a. the integration of Subcontractors into the support program, including how the support program requirements will be flowed down to Subcontractors and how outputs from Subcontractors will be validated against those requirements;
- b. the communications, meeting and review plan for each Approved Subcontractor;
- c. the method for ensuring that each Approved Subcontractor is collecting and analysing relevant performance data to enable progress and performance to be tracked against plan;
- d. the method for ensuring that each Approved Subcontractor is managing its own Subcontractors; and

- e. the method for ensuring that the Approved Subcontractors prepare subcontract status reports in support of the Contract Status Reports.

6.2.17 Quality Management

- 6.2.17.1** The SSMP shall describe the processes to be applied by the Contractor to satisfy the Quality Management requirements of the Contract.

6.2.18 Security Management

- 6.2.18.1** The SSMP shall describe the processes to be applied by the Contractor to satisfy the requirements of the Defence Security Principles Framework (DSPF), including any special security requirements specified in the Contract, such as compliance with requirements for managing security-controlled items.

6.2.19 Surge Management

- 6.2.19.1** If Surge is required under the Contract, the SSMP shall describe how the Contractor will manage the preparation for and sustainment of support capabilities and activities necessary to meet the Surge requirements of the Contract.

6.2.20 Communications Management

- 6.2.20.1** The SSMP shall describe the processes and information flows associated with Contract communications, including:

- a. within the Contractor's organisation;
- b. between the Contractor's Contract team and the Commonwealth's Contract team;
- c. between the Contractor and other stakeholders; and
- d. where appropriate and agreed, between other stakeholders.

- 6.2.20.2** The SSMP shall identify the reports, including any non-routine reports to be provided to the Commonwealth to meet the Contract requirements, including the identification of any linkages between reports and Periodic Performance Reviews (PPRs), and the timeframes for delivering reports.

- 6.2.20.3** The SSMP shall describe any data-delivery systems (eg, the Data Management System (DMS)) implemented under the Contract.

- 6.2.20.4** The SSMP shall describe how the Contractor proposes to conduct PPRs to enable the Contractor to report on the performance of Services delivered in the period and to forecast requirements for the provision of Services in the next and future periods. The SSMP shall identify the frequency of PPRs.

- 6.2.20.5** The SSMP shall detail the type, frequency and subject coverage of the various routine Services-related meetings to be held within the Contractor's organisation and with other relevant stakeholders.

6.2.21 Government Furnished Material, Facilities and Services

- 6.2.21.1** The SSMP shall describe the Contractor's arrangements for the receipt, custody, storage, care, maintenance and use, as applicable, of any Government Furnished Material (GFM), Government Furnished Facilities (GFF) and Government Furnished Services (GFS).

- 6.2.21.2** If applicable, the SSMP shall describe any GFM, GFF or GFS provided to the Contractor under a separate Commonwealth contract and utilised for this Contract.

6.2.22 Technical Data and Software Rights Management

- 6.2.22.1** The SSMP shall describe the arrangements for managing the Technical Data and Software rights (including Intellectual Property (IP) rights) under the Contract, including:

- a. the identification of the responsible manager(s) and their responsibilities;
- b. the processes for obtaining and providing, as applicable, the Technical Data and Software rights required under the Contract;
- c. the processes for managing the Contractor's and Subcontractors' use of sublicensed Technical Data and Software, and to ensure compliance with the rights and restrictions in the Contract and applicable licences; and

- d. the processes for maintaining the Technical Data and Software Rights Schedule, related Attachments, and data items such as the Technical Data List.

6.2.23 Health and Safety Management

6.2.23.1 The SSMP shall describe how the Contractor will manage WHS requirements, issues and risks associated with the work to be performed under the Contract.

6.2.23.2 The SSMP shall list the legislation relating to work health and safety including the WHS Legislation that is applicable to the work and the site(s) where the work will be performed.

6.2.23.3 The SSMP shall describe how WHS matters applicable to Contract work and Contract workplace(s) are managed, including:

- a. within the Contractor's organisation, the names, positions and WHS responsibilities of all persons whose positions or roles involve specific WHS responsibilities;
- b. the arrangements in place or proposed to be put in place between the Contractor, Subcontractors, the Commonwealth and Associated Parties, for consultation, co-operation and the co-ordination of activities in relation to compliance with their duties under the WHS Legislation at the workplace(s) at which the work under the Contract is being, or will be, carried out;
- c. the arrangements for managing, recording and reporting WHS incidents (including Notifiable Incidents);
- d. any site-specific WHS rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules;
- e. processes for hazard identification, risk assessment, risk elimination and risk minimising control measures; and
- f. how WHS-related compliance and performance will be monitored, recorded and reported.

6.2.23.4 The SSMP shall describe how the Contractor will establish and maintain a WHS Management System (WHSMS) that satisfies the requirements of clause 12.3.3 of the SOW.

6.2.24 Problematic Substances and Problematic Sources

6.2.24.1 The SSMP shall include in an annex (if not included in another data item), details of the Problematic Substances and Problematic Sources that have been Approved for use at the Commonwealth Premises. The annex shall include:

- a. identification details, which for a Problematic Substance are sufficient to uniquely identify the relevant Safety Data Sheet in the Australian *ChemAlert* database;
- b. locations, including any discrete sites or buildings within Commonwealth Premises where the Problematic Substances and/or Problematic Sources will be located;
- c. for Problematic Substances, the maximum quantities or volume, as applicable, to be held at each location;
- d. for Problematic Sources, the applicable ARPANSA source licence number;
- e. the Approved purpose(s) for use; and
- f. Approval details, including the Commonwealth Representative or their authorised delegate's details, date of Approval, and details of related documents (eg, notices and minutes).

6.2.24.2 For Contract work not performed on Commonwealth Premises, the SSMP shall include reference(s) to the location(s) within the WHSMS, or otherwise, where Problematic Substances and Problematic Sources are detailed.

6.2.25 Environmental Management

6.2.25.1 The SSMP shall describe how the Contractor will ensure that the performance of work under the Contract on Commonwealth Premises will meet Defence environmental requirements, as identified in the Contract, relevant legislation and regulations.

6.2.26 Technical Data Management

6.2.26.1 The SSMP shall describe the processes to be applied by the Contractor to satisfy the Technical Data requirements of the Contract, including:

- a. the processes and tools used for the Technical Data management system (if applicable);
- b. the standards to be applied for developing new Technical Data or modifying existing Technical Data;
- c. the processes for developing and updating the Technical Data List; and
- d. the management of the Technical Information Library (if applicable).

6.2.26.2 The SSMP shall describe any special data delivery systems developed for the Services (eg, requirements for the Contractor to transfer data into systems such as CAMM2, AMPS, MILIS, ERP, etc).

6.2.27 Commonwealth Assets Stocktaking Plan

6.2.27.1 The SSMP shall contain a Commonwealth Assets Stocktaking Plan (CASP), which shall describe the stocktaking program to be used by the Contractor to account for Contractor Managed Commonwealth Assets (CMCA), including inventory holdings. The CASP shall include:

- a. the strategy, processes, procedures, systems and tools for:
 - (i) accounting for CMCA, including physical counting, measuring, and weighing, as applicable to the different types of CMCA; and
 - (ii) reporting the results from the stocktake of CMCA;
- b. the frequency with which stocktaking will be carried out in respect of the different types of CMCA and the applicable stocktaking regime as detailed in DEFLOGMAN Part 2 Volume 5 Chapter 17; and
- c. the Contractor's regime for the investigation of stocktake discrepancies.

6.2.27.2 The CASP shall describe the Assets Register(s) used by the Contractor for recording the CMCA.

6.2.27.3 The Assets Register(s) shall be separate from the CASP (due to the dynamic nature of the content of the Assets Register(s)).

6.2.27.4 Without limiting the content of the CASP, the Assets Register(s) shall:

- a. identify all CMCA;
- b. identify the locations and/or accounts to be counted, or otherwise measured, during stocktakes and other assurance checks; and
- c. outline the proposed start and finish dates of stocktakes and other assurance checks.

6.3 Specific Content – Service Delivery

6.3.1 Operating Support Management

6.3.1.1 If Operating Support Services are required under the Contract, the SSMP shall describe the strategy, management arrangements, methodology, processes and tools to be used by the Contractor to ensure that the Operating Support requirements of the Contract are satisfied, including (as applicable):

- a. the identification of the scope of Operating Support Services;
- b. the organisational arrangements and processes for the provision of Operating Support Services;
- c. the management of Operating Support Services, including the identification of any Operating Support-related information-management systems to be employed; and

- d. the approach to meeting the Surge requirements of the Contract for Operating Support Services.

6.3.2 Engineering Management

6.3.2.1 If Engineering Services are required under the Contract, the SSMP shall describe the strategy, management arrangements, methodology, processes and tools to be used by the Contractor to ensure that the Engineering Support requirements of the Contract are satisfied, including (as applicable):

- a. the identification of the scope of Engineering Services for the Products Being Supported for which the Contractor has been designated as having engineering responsibility;
- b. the organisational arrangements and processes for the provision of Engineering Services;
- c. the achievement and maintenance of any ADF regulatory / assurance framework requirements, including a description of the Engineering Management System (EMS) to be employed;
- d. the management of Engineering Services, including the identification of any engineering-related information-management systems to be employed;
- e. the standards to be applied for undertaking Engineering Services (eg, in relation to configuration management, systems engineering and Software support);
- f. the approach to meeting the Surge requirements of the Contract for Engineering Services;
- g. the interfaces between the Contractor's Engineering Support systems and processes and the Contractor's Maintenance and Supply Support systems and processes;
- h. the interfaces between the Contractor's Engineering Support systems and processes and the Commonwealth's Engineering Support systems and processes;
- i. the satisfaction of Configuration Management (CM) requirements, including in relation to:
 - (i) Configuration Identification;
 - (ii) Configuration Control;
 - (iii) Configuration Status Accounting;
 - (iv) Configuration Audits; and
 - (v) Baseline management;
- j. the engineering change management systems and processes to be employed, including:
 - (i) how engineering change decisions are made and managed, including the relationships between decision-making and the significance of an engineering change (eg, Major Change and Minor Change);
 - (ii) the application of the Contractor's risk-management processes to engineering changes, including in relation to judgements of significance; and
 - (iii) the systems engineering systems and processes to be employed;
- k. the conduct of engineering investigations;
- l. the satisfaction of Software-support requirements for relevant parts of the Products Being Supported; and
- m. the satisfaction of safety requirements related to the support environment, including in relation to Materiel Safety for relevant parts of the Products Being Supported.

6.3.3 Maintenance Management

6.3.3.1 If Maintenance Services are required under the Contract, the SSMP shall describe the strategy, management arrangements, methodology, processes and tools to be used by the Contractor to ensure that the Maintenance Support requirements of the Contract are satisfied, including (as applicable):

- a. the identification of the scope of Maintenance Services;
- b. the organisational arrangements and processes for the provision of Maintenance Services for the Products Being Supported, including Mission System equipment, Support and Test Equipment, Training Equipment, and any other equipment that requires Maintenance;
- c. the achievement and maintenance of any ADF regulatory / assurance framework requirements, including a description of the Maintenance Management System (MMS) to be employed;
- d. the management of Maintenance Services, including the identification of any Maintenance-related information-management systems to be employed;
- e. the interfaces between the Contractor's Maintenance Support systems and processes and the Contractor's Supply Support systems and processes;
- f. the interfaces between the Contractor's Maintenance Support systems and processes and the Commonwealth's Maintenance Support systems and processes; and
- g. the approach to meeting the Surge requirements of the Contract for Maintenance Services.

6.3.4 Supply Management

6.3.4.1 If Supply Services are required under the Contract, the SSMP shall describe the strategy, management arrangements methodology, processes and tools to be used by the Contractor to ensure that the Supply Support requirements of the Contract are satisfied, including (as applicable):

- a. the identification of the scope of Supply Services;
- b. the organisational arrangements and processes for the provision of Supply Services;
- c. the management of Supply Services, including the identification of any Supply-related information-management systems to be employed;
- d. the interfaces between the Contractor's Supply Support systems and processes and the Commonwealth's Supply Support systems and processes;
- e. the approach to meeting the Surge requirements of the Contract for Supply Services;
- f. the strategies and processes for managing Stock Assessment, including Requirements Determination;
- g. the mechanisms and processes for monitoring Stock Item Obsolescence; and
- h. the management strategies and processes for managing the potential Obsolescence of Stock Items and for determining the most cost-effective strategy to address the potential Obsolescence.

6.3.5 Training Management

6.3.5.1 If Training Services are required under the Contract, the SSMP shall describe the strategy, management arrangements, methodology, processes and tools to be used by the Contractor to ensure that the Training Support requirements of the Contract are satisfied, including (as applicable):

- a. the identification of the scope of Training Services;
- b. the organisational arrangements and processes for the provision of Training Services, including the retention of applicable qualifications and registrations where applicable;

- c. the management of Training Services, including the identification of any Training-related information-management systems to be employed; and
- d. the approach to meeting the Surge requirements of the Contract for Training Services.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-SSMS-V5.2**
- 2. TITLE: SUPPORT SERVICES MASTER SCHEDULE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The SSMS describes the Contractor's planned sequence of activities, milestones and decision points to enable the objectives of the Contract to be met. Additionally, the SSMS defines the status of scheduled in-service support activities, comparing the current schedule with the contracted schedule(s). The SSMS also compares the current schedule status with any applicable baseline schedule(s).
 - 3.2** The Contractor uses the SSMS, including or supplemented by subordinate schedules, to:
 - a. plan the activities and sequencing of those activities to achieve the requirements of the Contract;
 - b. provide schedule direction and status to the management team responsible for conduct of the work;
 - c. provide a consolidated report to the Commonwealth to assist with demonstrating that the schedule-related requirements of the Contract can be met and whether or not they have been met; and
 - d. understand and determine impacts and causes of delays for the purpose of preparing any claim in relation to postponement or schedule recovery under COC clause 6.
 - 3.3** The Commonwealth uses the SSMS to:
 - a. gain visibility into the Contractor's planning;
 - b. understand and evaluate the Contractor's approach to meeting the requirements of the Contract;
 - c. assist with monitoring the progress of the Contractor in meeting the requirements of the Contract;
 - d. as a source of input to planning performed by the Commonwealth; and
 - e. understand the Contractor's assessment and determine the Commonwealth's assessment of matters in relation to any claim associated with postponement or schedule recovery under COC clause 6.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SSMS is subordinate to the Support Services Management Plan (SSMP).
 - 4.2** The SSMS inter-relates with all activities that involve a schedule in the SOW, DSDs and associated data items.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
 Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The SSMS shall be prepared in a standard commercially available critical path method project planning Software (noting that the Contract may specify a particular Software package to use).

6.1.2 The project planning Software elements of the SSMS shall be delivered as a soft copy of the SSMS database. Any non-database elements of the SSMS shall be delivered in accordance with the CDRL provisions and comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 General

6.2.1.1 The SSMS shall be developed such that it would be regarded as sound and reliable by a prudent and competent contractor in the Contractor's position.

6.2.2 SSMS Content

6.2.2.1 The SSMS shall be the primary schedule for the Contract, and all other schedules shall be subordinate to the SSMS.

6.2.2.2 Separate schedules subordinate to the SSMS may be produced and delivered for all significant and stand-alone tasks and activities.

6.2.2.3 The SSMS and its subordinate schedules shall be capable of being displayed in a variety of formats, including:

- a. a Gantt chart;
- b. a listing of routine tasks (and Ad Hoc Services tasks once approved), together with their planned and actual start and completion dates; and
- c. a listing of milestones (including Contract Milestones), together with their original, rescheduled, forecast and actual completion dates.

6.2.2.4 The SSMS and its subordinate schedules shall graphically depict the schedule of in-service support activities to the equivalent of work package level.

6.2.2.5 The SSMS and its subordinate schedules shall identify:

- a. activities and their estimated durations;
- b. milestones, including Contract Milestones;
- c. the relationships and dependencies between activities and milestones to be accomplished by or for the Contractor in the performance of its obligations under the Contract;
- d. earliest and latest start and finish dates for all activities and milestones;
- e. critical and non-critical paths;
- f. floats available on all activities and milestones;
- g. allocated resources for each activity; and
- h. notes on the use of the SSMS and its subordinate schedules, including a glossary of terms and symbols used.

6.2.2.6 The SSMS shall include:

- a. all other schedules required under the Contract;
- b. Contract Milestones and any other significant milestones associated with the provision of the Services;
- c. Subcontractor schedules, to the extent consistent with the schedule detail for the Contractor's own schedule;
- d. other major events, as mutually agreed between the Contractor and the Commonwealth Representative;
- e. Commonwealth Representative tasks, where such tasks interface with, and may affect, Contractor tasks; and
- f. significant meetings and reviews associated with particular Services, such as System Reviews.

- 6.2.2.7** Subordinate schedules shall be linked to the SSMS so that the effects of changes to the subordinate schedules are recorded in the SSMS.
- 6.2.2.8** All milestones in the subordinate schedules shall be shown in the SSMS.
- 6.2.2.9** The SSMS submitted with an accompanying report (eg, Contract Status Report (CSR) or Combined Services Summary Report (CSSR)) shall include the original contracted baseline schedule (including all original Contract Milestone completion dates), all Approved rescheduled baselines, the current working schedule, and forecast completion dates.
- 6.2.2.10** Forecast milestone completion dates shall reflect anticipated actual performance that differs from the original milestone completion dates (or rescheduled dates if established).
- 6.2.2.11** Each submission of the SSMS shall provide the current status against the Approved schedule baseline, identifying:
- a. progress against all activities;
 - b. the actual start and completion dates for all activities and milestones; and
 - c. the current forecast completion dates for all activities and milestones.
- 6.2.3 Narrative Analysis**
- 6.2.3.1** If not addressed in an accompanying report (eg, CSR or CSSR), each submission of the SSMS shall contain an explanation of the cause of each rescheduled or forecast date that is earlier or later than the milestone's or activity's original scheduled date for the issue of the SSMS in which the rescheduled date or forecast date is first reported. Subsequent issues need only address changes from previously reported dates. The narrative analysis for the SSMS shall address possible impact on other milestones and activities, and shall describe work-around plans to minimise the impact.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SSM-SSVM-V5.2**
- 2. TITLE: SUPPORT SERVICES VERIFICATION MATRIX**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Support Services Verification Matrix (SSVM) is used to record measured results that relate to the Contractor's performance and, when applicable, the state of the Materiel System more broadly. Specific to Contractor performance, the SSVM records the status of the Contractor's performance measurement activities associated with meeting the standards of performance and compliance required under the Contract. Performance Measures that may be reported against in the SSVM include:
 - a. Key Performance Indicators (KPIs); and
 - b. Other Performance Measures (OPMs).
 - 3.2** The Contractor uses the SSVM to report the results for each KPI and OPM required under the Contract.
 - 3.3** The Commonwealth uses the SSVM to:
 - a. review the results for each KPI and OPM;
 - b. provide input into the assessment of the Contractor's performance in meeting the requirements of the Contract; and
 - c. assist with the identification of risks, Issues and opportunities associated with the Contract, the Materiel System, and/or the Products Being Supported.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SSVM is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP); and
 - b. Support Performance Measurement Plan (SPMP).
 - 4.2** The SSVM inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contract Status Report (CSR); and
 - b. Combined Services Summary Report (CSSR).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of a data item that contains aspects of the required information, the SSVM shall summarise these aspects and refer to the other data item.
 - 6.1.3** The SSVM may be based in electronic form (eg, database or spreadsheet), but when printed, shall consist of a table with an entry for each Performance Measure.
 - 6.1.4** The SSVM shall be capable of being displayed in a variety of formats, including:

- a. by Performance Measure;
- b. by performance measurement category (eg, KPI or OPM); and
- c. by category of result (ie, Exceeded Requirement, Met Requirement, Failed to Meet Requirement; or Not Applicable (eg, for interim evaluations of performance against KPIs or for lead indicators)).

6.2 Specific Content

6.2.1 The SSVM shall identify the date at which the SSVM is statused and the time period since the status date of the previous SSVM. The SSVM shall also identify the measurement period covered by the SSVM (eg, results for the month of June or results for the Mar-May Review Period).

6.2.2 Each entry in the SSVM table shall contain at least:

- a. a unique reference to the Performance Measure (eg, the KPI and OPM name and number);
- b. a description of the Performance Measure, including the Required Performance Level or other specified threshold, when one is applicable to the Performance Measure;
- c. the current results for each Performance Measure (ie, the results that are current at the time of submitting the SSVM), determined (where applicable) in accordance with the Contract;
- d. all supporting data that underpins the current results for each Performance Measure (including data supporting the interim evaluation of a Performance Measure) or, where the volume of information is significant, the identification of the source for accessing the supporting data available in a meaningful form;
- e. the identification of any data that the Contractor wishes to exclude from the current results (including those results used for an interim evaluation against a Performance Measure), including the rationale for excluding this data;

Note: An interim evaluation IS NOT an assessment to determine an interim Adjusted Performance Score or the interim Performance Band for a KPI; although, it should provide the Contractor's expectations with respect to achieving the Required Performance Level at the end of the current Review Period.

- f. where the SSVM is required to be delivered at a different frequency to a Review Period (eg, a monthly delivery of the SSVM but a three-monthly Review Period), the SSVM shall provide an interim evaluation of the results achieved against KPIs for the period to-date, if possible, including the Contractor's expectations for the Achieved Performance for the Review Period (eg, an evaluation of the KPI interim result after the first month and updated for the KPI interim result after the second month);
- g. for an SSVM being submitted immediately after the end of a Review Period, the Achieved Performance, Adjusted Performance Score and associated Performance Band for each KPI for the Review Period;
- h. a result summary for each Performance Measure (ie, Exceeded Requirement, Met Requirement, Failed to Meet Requirement, or Not Applicable);
- i. trend analysis outcomes for each Performance Measure, showing trend information for:
 - (i) the last three measurement periods;
 - (ii) the equivalent measurement periods for the last three years (or since the start of measurement, if less than three years); and
 - (iii) trend analysis over other measurement periods, as agreed between the parties; and
- j. other comments as required.

- 6.2.3** When a Performance Implementation Period (PIP) is applicable to the Contract and the measurement of Performance Measures is amended during the PIP, the SSVM shall include a description of (or cross-reference to) the changes in Performance Measures and measurement processes applicable to the measurement period.

Note: *Some Contracts include Performance Measures that vary over time (eg, a monthly availability requirement), which are defined in the applicable Attachment or governing plan for performance measurement (eg, SPMP or SSMP). Measurement periods for these Performance Measures may be shorter than Review Periods, while in other cases, the measurement period and Review Period will be the same.*

- 6.2.4** Where the required Outcomes, as measured by a Performance Measure, vary from one measurement period to another, the SSVM shall identify the level of performance to be achieved for each measurement period, and the achieved result for each measurement period.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SUP-SSP-V5.1**
- 2. TITLE: CONTRACTOR SUPPLY SUPPORT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contractor Supply Support Plan (SSP) is the overarching plan for the management and implementation of Supply Services. The CSSP defines the Contractor's plans, methodologies and processes for meeting the Supply Support requirements of the Contract.
 - 3.2** The Contractor uses the CSSP to:
 - a. define, manage and monitor the Supply Support program for the Contract;
 - b. ensure that those parties (including Subcontractors) who are providing Supply Services understand their respective responsibilities, the processes to be used, and the time-frames involved; and
 - c. define the Contractor's expectations for Commonwealth involvement in the provision of Supply Services.
 - 3.3** The Commonwealth uses the CSSP to:
 - a. gain visibility into the Contractor's planning for meeting the Supply Support requirements of the Contract;
 - b. gain assurance that the Contractor's Supply Services will meet the requirements of the Contract;
 - c. provide a basis for monitoring and assessing the Contractor's performance in relation to the Supply Support requirements of the Contract;
 - d. confirm and coordinate Commonwealth interfaces with the Contractor's Supply Support organisation; and
 - e. provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CSSP is subordinate to the Support Services Management Plan (SSMP) and inter-relates with the Commonwealth Assets Stocktaking Plan (CASP) sub-plan in the SSMP.
 - 4.2** The CSSP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Quality Plan (QP);
 - b. Surge Management Plan (SMP);
 - c. Maintenance Management Plan (MMP);
 - d. Contractor Engineering Management Plan (CEMP);
 - e. Technical Data Management Plan (TDMP); and
 - f. Combined Services Summary Report (CSSR).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the CSSP shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 SSP Outline

- 6.2.1.1** The CSSP outline shall provide a summary of:
- a. the purpose and scope of the CSSP, including its relationship with other plans; and
 - b. the role of the Contractor and Approved Subcontractors in terms of the types of Supply Services to be provided.

6.2.2 Supply Support Organisation

- 6.2.2.1** Unless included in the SSMP with an equivalent level of detail, the CSSP shall describe the Contractor's and Approved Subcontractors' organisational arrangements for meeting the Supply Support requirements of the Contract, including:
- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Supply Support organisational and managerial arrangements integrate into the higher-level management structures and organisations;
 - b. the interrelationships and lines of authority between all parties involved in the Contractor's Supply Support activities;
 - c. the responsibilities of all parties involved in the Contractor's Supply Support activities, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Supply Support requirements of the Contract; and
 - d. an organisational chart, or equivalent, showing the associated management hierarchy and the partitioning of Supply Support responsibilities between the various organisations.

6.2.3 Supply Support Management

- 6.2.3.1** If Supply Services are provided by more than one organisation, functional area, or location, the CSSP shall describe the approach used to partition work activities between the various organisations, functional areas and locations.
- 6.2.3.2** The CSSP shall describe:
- a. how resources are allocated to each Supply Support activity to ensure that the Supply Services will be provided to meet the requirements of the Contract;
 - b. how Supply Support activities and outcomes are recorded and reported; and
 - c. any Supply-related Performance Measures, other than the KPIs and OPMs specified in the Contract, and how the Contractor uses these to measure and assess the effectiveness and the efficiency of the Supply Support system, including associated supply chains, and/or the provision of the required Supply Services.
- 6.2.3.3** The CSSP shall detail the arrangements for conducting Supply Support Performance Reviews or for addressing Supply Support issues at the Combined Services Performance Review (as applicable to the Contract).

6.2.3.4 The CSSP shall describe (where applicable) the arrangements for liaison and interfacing with Defence Supply staff.

6.2.4 Supply Management System

6.2.4.1 The CSSP shall describe the system for managing the conduct of Supply Support activities, including reference to major components of the system, and all associated plans, processes, procedures and instructions.

6.2.4.2 The CSSP shall describe the process flows, interfaces, information systems, and quality control activities, as applicable to the Services, for:

- a. accounting;
- b. Stock Assessment, including Requirements Determination;
- c. procurement;
- d. receipting;
- e. Storage, including Maintenance while in Storage;
- f. packaging;
- g. demand satisfaction, including priority demand satisfaction;
- h. Stock Item rotation (eg, on a First In First Out (FIFO) basis);
- i. management of Items whose shelf life is limited;
- j. Stock Item movement; and
- k. transportation.

6.2.4.3 Except where provided to the Commonwealth Representative through other means, the CSSP shall include, as annexes to the CSSP, all associated plans, processes, procedures, and instructions that are required for the management and provision of Supply Services.

6.2.5 Supply Support Activities

6.2.5.1 The CSSP shall, for each Supply Service to be provided under the Contract, include:

- a. the title of the Service;
- b. an overview of the specific activities to be undertaken to provide the Service;
- c. the organisation(s) responsible for conducting the specific activities; and
- d. details of the interface(s) between the Commonwealth and the Contractor for the specific activities.

6.2.6 Subcontractor Management

6.2.6.1 The CSSP shall describe how Supply Support tasks performed by Subcontractors will be allocated and integrated into the Supply Support activities performed by the Contractor, including how the Subcontractor's supply chains will be integrated with the Contractor's and Defence's supply chains.

6.2.6.2 The CSSP shall describe how all Supply Support work conducted by Subcontractors will be monitored and managed to ensure that the required Supply Services are achieved.

6.2.7 Supply Actions

6.2.7.1 If the Contractor is provided with on-line access to a Defence information system for the purposes of inventory, supply, order management and/or other applicable functions, the CSSP shall describe how the details of Supply Support actions will be reported via that system.

6.2.7.2 If the Contractor is not provided with on-line access to the Defence information system, the CSSP shall describe how the details of Supply Support actions for those Stock Items owned by the Commonwealth will be reported to the Commonwealth Representative, or persons nominated by the Commonwealth Representative, for transfer to the Defence information system.

6.2.8 Maintenance Interface

6.2.8.1 If Maintenance Services are required under the Contract, the CSSP shall describe the interface between the Supply Support and Maintenance Support systems.

6.2.9 Surge

6.2.9.1 If Surge is required under the Contract, the CSSP shall describe how the Contractor intends to provide Supply Services during periods of Surge, including:

- a. the Contractor's expectations and/or assumptions with respect to the variations in Supply Services during periods of Surge;
- b. the ability of the Contractor to meet Surge requirements for Supply Services within available resources;
- c. the point or level in increased effort when additional resources will be required;
- d. the details of the changes required to areas affected, such as organisation, training, resources and management systems; and
- e. any constraints that affect the ability of the Contractor to meet the Surge requirements for Supply Services.

6.2.10 Receipt and Delivery of Contractor Managed Commonwealth Assets

6.2.10.1 The CSSP shall describe the Contractor's and Subcontractors' processes and procedures for managing the Supply Support aspects associated with Contractor Managed Commonwealth Assets (CMCA), including:

- a. receipt;
- b. recording;
- c. issue;
- d. Maintenance while in storage, if applicable;
- e. stocktaking; and
- f. return.

6.2.11 Disposals

6.2.11.1 The CSSP shall describe the Contractor's and Subcontractors' processes for Disposal of CMCA, including:

- a. processes to be applied when the Contractor is required to seek the Approval of the Commonwealth Representative for Disposal; and
- b. processes to be used for the Disposal, following Approval by the Commonwealth Representative.

6.2.11.2 The CSSP shall describe the Contractor's and Subcontractors' processes to be used for the disposal of Consumables used during the delivery of Services to the Commonwealth.

6.2.11.3 The CSSP shall describe the Contractor's and Subcontractors' processes to be used for the disposal of Problematic Substances.

6.2.12 Obsolescence Management

6.2.12.1 If Obsolescence management is required under the Contract, the CSSP shall describe the Contractor's program for meeting the Obsolescence management requirements of the Contract, including:

- a. mechanisms for monitoring the Obsolescence of Stock Items and Non-Stock Items (eg, Software and Technical Data);
- b. management strategies and processes for managing the Obsolescence of both Stock Items and Non-Stock Items and for determining the most cost-effective strategy to address Obsolescence, including:
 - (i) when Items become identified as Obsolescent or Obsolete;

- (ii) when Items, which are managed by other Defence Item managers, become identified as Obsolescent Items or Obsolete Items; and
 - (iii) when Items, for which the Contractor is the Item manager, shall be identified as Obsolescent Items or Obsolete Items; and
- c. the reporting mechanisms for advising the Commonwealth of Stock Item Obsolescence issues and the Contractor's recommendations for dealing with the issues.

6.2.13 Foreign Military Sales Arrangements

6.2.13.1 If all or part of the Supply Support function is to be achieved through the use of FMS arrangements, the CSSP shall provide details of these arrangements.

6.2.14 Government Furnished Services

6.2.14.1 If the Contract includes any Supply Services to be provided as GFS, the CSSP shall describe:

- a. the nature and scope of the GFS;
- b. the interfaces between the Commonwealth and the Contractor with respect to the GFS; and
- c. the mechanisms that the Contractor will employ to ensure that the GFS do not affect the Contractor's ability to meet the Supply Support performance measures.

6.2.15 Items under Warranty

6.2.15.1 If the Contract includes warranty requirements, the CSSP shall describe:

- a. how warranty repairs will be managed, including how Stock Items under warranty will be marked and tracked separately from Stock Items that are not under warranty, and how remaining warranty will be tracked for each Stock Item that is still under warranty;
- b. how any additional warranty, as a result of a repair action, will be tracked; and
- c. how warranty for a staggered delivery of Stock Items, over a long period of time, will be managed.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-SUP-DISP-V5.2**
- 2. TITLE: DISPOSAL PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Disposal Plan (DISP) provides details of the Contractor's analysis of, and proposed recommendations for, the Disposal of Contractor Managed Commonwealth Assets (CMCA) that may require Disposal.
 - 3.2** The Contractor uses the DISP to define:
 - a. procedures for the Disposal of CMCA; and
 - b. the coordination needed for Disposal activities involving the Commonwealth and Approved Subcontractors, where applicable.
 - 3.3** The Commonwealth uses the DISP to ensure that:
 - a. adequate Disposal provisions are established and that the potential safety and environmental impacts are understood prior to any Disposal action; and
 - b. interfaces with the Commonwealth for any pre-Disposal actions and authorisations are coordinated.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The DISP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP);
 - b. Supply Support Plan (SSP);
 - c. Health and Safety Management Plan (HSMP); and
 - d. Environmental Management Plan (ENVMP).
 - 4.2** The DISP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Commonwealth Assets Stocktaking Report (CASR); and
 - b. Combined Services Summary Report (CSSR).
 - 4.3** The DISP also inter-relates with clause 3.13 of the SOW, 'Defence Security Compliance', and clause 12.1 of the SOW, 'Problematic Substance and Problematic Sources'.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

| | |
|------|---------------------------------------|
| ESCM | <i>Electronic Supply Chain Manual</i> |
|------|---------------------------------------|
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the DISP shall summarise these aspects and refer to the other data item.
 - 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General Requirements

6.2.1.1 The DISP shall:

- a. identify the items or types of items of CMCA that could require Disposal during the Term; and
- b. define the Disposal methods and procedures required for the identified CMCA, including the required interactions with the Commonwealth, when Disposal of CMCA becomes due.

6.2.1.2 The DISP shall be consistent with:

- a. the requirements of Volume 4 Section 7 Chapter 1 of the ESCM to the extent that these requirements are applicable to the nature and purpose of the DISP;
- b. the Approved HSMP and, if applicable, the Approved ENVMP; and
- c. any Federal, State, Territory and Local Government legislation, by-laws, regulations, guidelines, and Australian standards relating to WHS and the environment.

6.2.2 Responsibilities

6.2.2.1 The DISP shall identify those agencies or positions within the Contractor's and Approved Subcontractors' organisations with specific Disposal responsibilities, including:

- a. technical responsibilities for the assessment and recommendation of Items for Disposal;
- b. personnel with financial delegations required for Item Disposal and amendment of inventory, following Commonwealth Approval; and
- c. positions responsible for the Disposal of Problematic Substances and Problematic Sources where this activity requires formal certification.

6.2.3 Removal of Items from the Operational Inventory

6.2.3.1 The DISP shall describe the recommended Disposal activities to be conducted for the Items specified at clause 6.2.1.1 that, during the Term:

- a. will be (or are likely to be) retired from the inventory as part of planned Maintenance, modification or upgrade schedules;
- b. are non-repairable and will be removed and replaced as part of Corrective Maintenance or Preventive Maintenance activities; and
- c. will be retired and removed from the inventory at the end of their operational life (eg, due to Obsolescence issues).

6.2.3.2 The recommended Disposal activities shall address any special provisions associated with the Disposal of particular Items, including in relation to:

- a. Problematic Substances;
- b. Problematic Sources;
- c. security considerations, export controls, or similar constraints; and
- d. restrictions on the Technical Data and Software rights for the Items.

6.2.4 Program Planning Details

6.2.4.1 The DISP shall provide details of:

- a. the schedule for the withdrawal of the Items specified at clause 6.2.1.1 that have finite lives or have planned retirement times, and the means by which this shall be achieved;
- b. the analysis and results of the potential and the planned schedule of Items to undergo material recycling when Disposal becomes due;
- c. the method of reclamation, re-cycling or Disposal of each Item; and

- d. the logistic support required to accomplish the Disposal of Items, including:
 - (i) Packaging, handling, storage and transportation;
 - (ii) Disposal of associated Technical Data and amendment of other Technical Data that refers to the Items;
 - (iii) associated Support and Test Equipment; and
 - (iv) associated spares.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-TDATA-TDL-V5.2**
- 2. TITLE: TECHNICAL DATA LIST**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Technical Data List (TDL) identifies and describes all of the Technical Data related to the Contract, including the Technical Data required for the purposes identified in this clause 3 and clause 6.2.1.1. The TDL is to be updated in order to maintain an accurate list of Technical Data throughout the Term of the Contract.
 - 3.2** The Contractor uses the TDL to:
 - a. document the relevant Technical Data for the Contract, including Technical Data used, or required to be used, in the provision of the Services or generated, or required to be generated, as an outcome of providing the Services;
 - b. advise the Commonwealth of the set of Technical Data associated with the Contract;
 - c. document and advise the Commonwealth of the Technical Data to be delivered to the Commonwealth and Associated Parties in relation to the Contract; and
 - d. enable the Contractor to meet its Australian Industry Capability (AIC) Obligations and to achieve the AIC Objectives, including to:
 - (i) establish, enhance or sustain Industrial Capabilities within Australia relating to the Products Being Supported; and
 - (ii) enable Subcontractors to undertake activities in relation to the AIC program.
 - 3.3** The Commonwealth uses the TDL to:
 - a. ensure that the full scope of Technical Data relevant to the Contract is visible to, and understood by, the Commonwealth and that there are coherent management arrangements in place;
 - b. understand, evaluate and monitor the Contractor's and Approved Subcontractors' scope of work with respect to Technical Data under the Contract;
 - c. identify and understand the Commonwealth's scope of work with respect to Technical Data under the Contract;
 - d. gain assurance that the AIC Obligations and the AIC Objectives will be achieved;
 - e. for Technical Data associated with design or design-change activities, assist with the evaluation of modifications to the Products Being Supported, the Support System, and to the AIC arrangements (if applicable); and
 - f. enable the Commonwealth to meet obligations and to benefit from certain rights under the Contract (particularly those rights arising under clause 5 of the COC).
- 4. INTER-RELATIONSHIPS**
 - 4.1** The TDL is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP);
 - b. Configuration Management Plan (CMP); and
 - c. Technical Data Management Plan (TDMP).
 - 4.2** The TDL inter-relates with the following data items, where these data items are required under the Contract:
 - a. Supply Support Plan (SSP);
 - b. Maintenance Management Plan (MMP);

- c. Contractor Engineering Management Plan (CEMP);
- d. Configuration Status Accounting Reports (CSARs);
- e. all data items required under the AIC clause in the SOW; and
- f. all other data items that identify, list, or are Technical Data.

4.3 The TDL inter-relates with the Technical Data and Software Rights (TDSR) Schedule, the Products Being Supported Restrictions Schedule, and the Government Furnished Material (GFM) Attachments.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

| | |
|-------------------|---|
| S1000D™ | <i>International Specification for Technical Publications using a Common Source Database, Issue 5.0</i> |
| DEF(AUST)5629C | Production of Military Technical Manuals |
| DEF(AUST)IPS-5630 | <i>Developing S1000D Interactive Electronic Technical Publications (IETPs)</i> |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 The TDL shall be provided in soft copy as a structured data file (eg, one or more databases, spreadsheets or other structured data format) that enables the TDL content to be accessed, queried, read, printed, and used to generate soft copy tabulated text reports.

6.1.3 Except where the soft copy data file is compatible with a standard Software application defined elsewhere in the Contract, or otherwise agreed in advance and in writing by the Commonwealth Representative, the TDL shall be accompanied by any Software and Technical Data required to enable those functions identified in clause 6.1.2.

6.2 Specific Content

6.2.1 General Requirements

6.2.1.1 The TDL shall list all of the Technical Data:

- a. used by the Contractor and Subcontractors in the provision of the Services;
- b. generated by the Contractor and/or Subcontractors as an outcome of providing the Services;
- c. delivered, or required to be delivered, to the Commonwealth or an Associated Party;
- d. required by the Commonwealth to undertake Contract governance, to exercise its rights (eg, Intellectual Property rights) to Use and sublicense Technical Data, and to use and support the Products Being Supported and the Capability or Capabilities to which these Products relate;
- e. required to inform decision-making by the Commonwealth in relation to the Contract and the Materiel System, including in relation to Capability, cost (including Life Cycle Cost), schedule, operational and/or Maintenance considerations, Defects, and Configuration Changes including Deviations; and
- f. used, or required to be used, by the Commonwealth in meeting its obligations under the Contract and broader obligations (eg, in relation to financial accountability, government and Defence regulatory and assurance requirements, security, safety, environmental protection, and Government reporting obligations) associated with the provision of the Services or otherwise in relation to the Products Being Supported.

6.2.1.2 Without limiting clause 6.2.1.1, the TDL shall list individual items of Technical Data; however, if a particular item of Technical Data does not exist but will be created as an

outcome of the Services, the TDL shall identify the Technical Data generically (eg, Maintenance records, investigation reports, Application for a Deviation).

6.2.2 Detailed Requirements

6.2.2.1 The TDL shall include the following information for each item of Technical Data:

- a. the unique item reference number, drawing number, or an S1000D Data Management List (DML) control number, as applicable;
- b. the name or title of the item of Technical Data;
- c. the version (eg, existing and not to be modified, draft, update or final) as applicable;
- d. the revision number / DML issue number / amendment status and release / issue date, as applicable;
- e. a brief description of the item of Technical Data (or the amendment to an existing item of Technical Data), including its purpose or use;
- f. the unique product identifier for the system / sub-system / Configuration Item (CI) / end-product (including hardware and Software) to which the Technical Data relates;
- g. the name of the system / sub-system / CI / end-product (including hardware and Software) to which the Technical Data relates;
- h. the source (eg, name of Subcontractor / supplier that created or provided it, or GFI or GFD);
- i. if Commonwealth rights to the Technical Data, as defined through clause 5 of the COC (eg, Intellectual Property rights), are restricted:
 - (i) cross-reference to the 'Unique Line Item Description' of any line item in the TDSR Schedule that applies to the item of Technical Data;
 - (ii) whether the item of Technical Data is Commercial TD; and
 - (iii) if the item of Technical Data is Commercial TD that is not related to a Key Commercial Item, a cross-reference to the terms on which the item of Technical Data is licensed to the Commonwealth;
- j. if the Commonwealth's rights to the Technical Data are restricted for reasons other than those defined through clause 5 of the COC (eg, restricted due to Export Approval), details of or a cross-reference to the applicable licence or agreement (eg, Technical Assistance Agreement);
- k. if the Contractor's rights to use and sublicense an item of Technical Data are restricted (eg, when the item of Technical Data is GFD, GFI or related to a Product in the Products Being Supported Restrictions Schedule), details of or a cross-reference to the applicable Attachment, licence or agreement;
- l. any applicable Australian or foreign security classification;
- m. a Technical Data category (eg, a manual, drawing, Software source code, technical report, Training Materials, etc) as identified in the Approved TDMP or the Approved SSMP, appropriate to enable listing and sorting of the TDL data;
- n. when development or update is applicable, the standards to which the item of Technical Data will be, or has been, prepared (eg, a data item description, S1000D™ and DEF(AUST)IPS-5630, or DEF(AUST)5629C);
- o. when applicable, delivery details, including:
 - (i) if the item of Technical Data is to be delivered to the Commonwealth;
 - (ii) details of the recipient (which includes the Commonwealth, Subcontractors, regulatory authorities / assurance agencies, Escrow Agent (if applicable), Associated Parties, and other support organisations) including (or cross-referencing) the location, organisation, and position of the recipient;
 - (iii) the quantity to be delivered and the method of delivery (eg, transfer by the DMS or delivery to another agreed information system); and

- (iv) the delivery date, and any event or milestone to which delivery relates (eg, a design review held as part of an engineering change process);
- p. the native format of the item of Technical Data and:
 - (i) if digital, the file name and type and, for Technical Data other than Commercial TD, the authoring application, the document / schema / data type definition and translator files (if applicable); or
 - (ii) if not digital, the type of hard copy format (eg, paper, microfilm, aperture card);
- q. if applicable, the Data Item Description (DID) number or S&Q Order number;
- r. the current or intended end-user(s) (eg, Commonwealth system operator, Contractor, an applicable Subcontractor or an Associated Party); and
- s. if a current or intended end-user of the Technical Data is an ANZ Subcontractor:
 - (i) the activities to be performed by the ANZ Subcontractor to which the TD relates;
 - (ii) if Australian Industry Activities (AIAs) are applicable to the Contract, the AIA to which the item of TD relates;
 - (iii) if rights to the TD are restricted due to IP, patents, or similar, details of or cross-references to the licenses or other arrangements to allow the ANZ Subcontractor to perform the work allocated to it under the Contract; and
 - (iv) if the use of TD is restricted for reasons other those defined for clause 6.2.2.1s(iii) (eg, Export Controls), details of the applicable approvals (eg, Technical Assistance Agreements) required to allow the Subcontractor to perform the work allocated to it under the Contract.

6.2.2.2 The TDL shall enable the items of Technical Data to be listed (filtered) and sorted, including by:

- a. the applicable Support System Constituent Capability;
- b. the applicable Product identifier, system identification, CI, or other index number;
- c. the source of the Technical Data;
- d. the current or intended end-user(s);
- e. the recipient of any Technical Data that is delivered or required to be delivered under the Contract (excluding the 'delivery' of GFI and GFD to the Contractor); and
- f. attributes that identify an item of Technical Data as being included in one or more of the Technical Data categories identified for clause 6.2.2.1m.

6.2.3 Technical Data to be Delivered to the Commonwealth

6.2.3.1 Without limiting any other requirements under the SOW or this DID, the TDL shall, as a minimum, identify the following Technical Data as required to be delivered to the Commonwealth:

- a. all Technical Data explicitly identified in the SOW for delivery to the Commonwealth, such as all data items that are or contain Technical Data (eg, Engineering Change Proposals (ECPs) and Learning Management Packages (LMPs)), and Technical Data that arises as an outcome of the provision of particular Services, such as the development of Deviations and Configuration Changes and the conduct of engineering investigations and Maintenance investigations;
- b. the Technical Data required to be identified in accordance with clauses 6.2.1.1c-6.2.1.1f; and
- c. to the extent not covered by subclauses 6.2.3.1a and b above, the Technical Data required to enable the Commonwealth or a person on behalf of the Commonwealth to:
 - (i) install or configure the Deliverables or the Products Being Supported;

- (ii) integrate the Deliverables with the Products Being Supported or other systems;
- (iii) operate or maintain the Deliverables or the Products Being Supported;
- (iv) undertake training in relation to the Deliverables or the Products Being Supported;
- (v) remove or uninstall the Deliverables or the Products Being Supported;
- (vi) decommission or destroy the Deliverables or the Products Being Supported; and
- (vii) modify and upgrade the Deliverables or the Products Being Supported as may be required to meet the growth and Obsolescence management objectives and requirements set out in the SOW (including DSDs).

6.2.3.2 Except where otherwise defined in this DID, the SOW or CDRL or agreed by the Commonwealth Representative, the TDL shall identify all Technical Data to be delivered to the Commonwealth as:

- a. subject to Review by the Commonwealth Representative; and
- b. required to be delivered to the Commonwealth within 20 Working Days of the Approval of the TDL or an update to the TDL.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-TDATA-TDMP-V5.2

2. TITLE: TECHNICAL DATA MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Technical Data Management Plan (TDMP) describes the Contractor's strategy, plans, methodology, and processes for meeting the Contract requirements for the identification, control, preparation, update, verification, validation, delivery and support of Technical Data.

3.2 The Contractor uses the TDMP to:

- a. document the strategy, plans and procedures to define, manage and monitor the Technical Data activities under the Contract; and
- b. ensure that those parties (including Subcontractors) who are undertaking Technical Data related activities understand their respective responsibilities, the processes to be used, and the time-frames involved.

3.3 The Commonwealth uses the TDMP to:

- a. ensure that the full scope of Technical Data associated with the Contract will be appropriately defined, managed and monitored, and that coherent management arrangements are in place;
- b. understand and evaluate the Contractor's approach to meeting the Technical Data requirements of the Contract; and
- c. understand the Commonwealth's involvement in the Contractor's Technical Data activities, including the monitoring of the Contractor's activities.

4. INTER-RELATIONSHIPS

4.1 The TDMP is subordinate to the following data items:

- a. Support Services Management Plan (SSMP);
- b. Contractor Engineering Management Plan (CEMP); and
- c. Configuration Management Plan (CMP).

4.2 The TDMP inter-relates with the following data items, where these data items are required under the Contract:

- a. Configuration Status Accounting Reports (CSARs);
- b. Engineering Drawings;
- c. Maintenance Management Plan (MMP);
- d. Supply Support Plan (SSP);
- e. Software Support Plan (SWSP); and
- f. Technical Data List (TDL).

5. APPLICABLE DOCUMENTS

Note to drafters: The following list of standards is indicative of the range of available standards associated with Technical Data. Procurement teams need to amend the list to ensure that the references align with current Defence policy and the requirements of the Contract.

5.1 The following documents form a part of this DID to the extent specified herein:

| | |
|----------------|--|
| S1000D™ | International Specification for Technical Publications using a Common Source Database, Issue 5.0 |
| DEF(AUST)5629C | Production of Military Technical Manuals |

| | |
|---------------------|---|
| DEF(AUST)IPS-5630 | Developing S1000D Interactive Electronic Technical Publications (IETPs) |
| DEF(AUST)CMTD-5085C | Engineering Design Data for Defence Materiel |
| ISO 10303 | Automation systems and integration – Product data representation and exchange |
| ISO 10918 | JPEG |
| ISO 32000-1 | Document management – Portable document format |
| MIL-PRF-28000 | Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols |
| MIL-PRF-28001 | Markup Requirements and Generic Style Specification for Electronic Printed Output and Exchange of Text |
| MIL-PRF-28002 | Raster Graphics Representation in Binary Format ADF Service publication standard(s), as specified in the Statement of Work |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** This data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the TDMP shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The TDMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's Technical Data activities. Any risks associated with these activities shall be documented in the Risk Register; however, the TDMP shall describe the risk-management strategies associated with any global risks relating to Technical Data.

6.2.2 Technical Data Management Organisation

- 6.2.2.1** The TDMP shall describe the Contractor's organisational arrangements for meeting the Technical Data requirements of the Contract, including:
- identification of the Contractor's Technical Data manager, who will have managerial responsibility for meeting the Technical Data requirements of the Contract;
 - the organisations with a primary responsibility for managing Technical Data; and
 - the Contractor's and Approved Subcontractors' management positions with significant responsibilities for Technical Data (eg, configuration managers and managers of technical information libraries).

6.2.3 Overview of Technical Data Management and Support

- 6.2.3.1** The TDMP shall provide an overview of the Contractor's strategy, methodology, systems and processes for managing and supporting Technical Data, including:
- a description of the Technical Data Services, including the applicability of different Services to each category of Technical Data (eg, Interactive Electronic Technical Publications (IETPs), paper-based publications, engineering drawings, Software source code and design data, and Technical Data within Maintenance and Supply information management systems);

- b. procedures for the distribution of Technical Data and updates to Technical Data, within Contractor, Subcontractor and, if applicable, Commonwealth organisations;
- c. the interrelationship and interfaces between the Technical Data management systems and processes and the Configuration Management systems and processes;
- d. the Configuration Control of Technical Data including, as applicable:
 - (i) version control;
 - (ii) distribution and access control;
 - (iii) processes to reconstruct the configuration status of Technical Data at any given date; and
 - (iv) matching Technical Data, including publications, with Product configurations where multiple configurations exist;
- e. audits of Technical Data;
- f. storage, backup and recovery of electronic Technical Data;
- g. sentencing to archives, archive management and retrieval; and
- h. any training related to Technical Data that the Contractor's and Subcontractors' staff need to undertake, including details of any proposed Training courses.

6.2.3.2 If not addressed in other data items delivered to the Commonwealth, the TDMP shall identify the issues, methodologies and processes for controlling and enabling access to Technical Data that is subject to restrictions, such as restrictions from Intellectual Property rights, security, Export Approvals, Technical Assistance Agreements, Escrow arrangements, or other.

6.2.3.3 The TDMP shall describe the Contractor's processes for coordinating with Product manufacturers and Associated Parties to ensure the availability of accurate Technical Data, necessary for the provision of the Services.

6.2.3.4 The TDMP shall describe the Contractor's expectations of the Commonwealth with respect to the management of Technical Data including, if applicable, the interfaces and interactions with Commonwealth organisations other than the Commonwealth Representative.

6.2.4 Technical Data Management System

6.2.4.1 The TDMP shall describe the Technical Data management system to be implemented and maintained by the Contractor to satisfy the requirements of the Contract, including:

- a. the Technical Data requirements of clause 9.2 of the SOW; and
- b. compliance with ADF regulatory / assurance frameworks, where applicable.

6.2.5 Technical Information Libraries

6.2.5.1 The TDMP shall identify the technical information libraries to be operated by the Contractor and Approved Subcontractors to enable the provision of Services.

6.2.5.2 The TDMP shall describe how the library holdings will be established, reviewed and maintained in order to ensure the currency of the Technical Data held.

6.2.6 Technical Data Development and Updates - General

6.2.6.1 The TDMP shall describe:

- a. the Contractor's typical activities for managing the development of new Technical Data and updates to existing Technical Data;
- b. the Contractor's typical activities for Technical Data requirements analysis, the identification, design, development, review and delivery of new Technical Data and updates to existing Technical Data, including the incorporation of amendments;
- c. the hardware and Software tools to be used in the generation and interpretation (authoring and viewing) of new Technical Data and updates to existing Technical Data;

- d. the procedures, by category of Technical Data, for the receipt, review, Configuration Control, amendment, production and delivery for all new Technical Data and updates to existing Technical Data;
- e. the procedures for the management and control of:
 - (i) the TDL, to ensure that it is complete and accurate; and
 - (ii) the Technical Data and Software Rights Schedule (with reference to the Approved SSMP);
- f. the procedures for validating the TDL;
- g. the strategy, methodology and processes to meet any regulatory requirements of the Contract (eg, compliance with an ADF regulatory / assurance framework);

Note: The terms 'validate' and 'verify' in the following sub-clauses are derived from DEF(AUST)5629C and DEF(AUST)IPS-5630, are unique to these standards, and do not apply to other sections of the Contract.

- h. the Contractor's strategy, methodology and processes to validate Technical Data, including an indicative schedule and standards to be used; and
- i. the Contractor's strategy and methodology for assisting the Commonwealth to verify Technical Data.

6.2.7 Technical Data – Standards and Specifications

6.2.7.1 The TDMP shall describe the Contractor's methodology, processes and tools used to validate that each type of Technical Data complies with the relevant standards and specifications identified at Appendix 1 to this DID, including for:

- a. new Technical Data and updates to existing Technical Data maintained as Common Source Database (CSDB) Objects in accordance with DEF(AUST)IPS-5630 and S1000D™ (Issue 5.0);
- b. updates to existing Technical Data maintained in accordance with DEF(AUST)5629C or previous versions of S1000D (ie, prior to Issue 5.0); and
- c. Engineering Drawings.

6.2.7.2 The TDMP shall list and define the standards and specifications, and the systems and processes for managing data exchange, including:

- a. internal data exchange between the Contractor's information management systems used to enable the provision of Services;
- b. data exchange requirements between the Contractor's and Subcontractors' information management systems; and
- c. data exchange requirements between the Contractor's and Commonwealth entities' information management systems, including the Data Management System (DMS).

6.2.8 Development and Updates – Interactive Electronic Technical Publications

6.2.8.1 In addition to the requirements of clause 6.2.6, if S1000D (Issue 5.0) Technical Data is required to be supported under the Contract, the TDMP shall describe:

Note: The term 'Business Rules' in the following clause has the meaning given in DEF(AUST)IPS-5630.

- a. the Business Rules, from DEF(AUST)IPS-5630, ADF Service and Product-specific Business Rules Indexes, applicable to the Technical Data being supported;
- b. the processes for the development of new and updated CSDB Objects (including for any new IETPs), including the processes to apply the Business Rules required by clause a and to ensure consistent functionality of updated and any new IETPs;
- c. the linkages with any Computer-Based Training or other types of Technical Data supported under the Contract;

- d. the Contractor's processes in respect to data exchange arrangements including the role and scope of the Commonwealth, the frequency of delivery for regular updates, and the approach to be implemented for urgent releases; and
- e. the methods of data exchange and transfer including data transfer points, in accordance with DEF(AUST)IPS-5630 or as otherwise agreed by the Commonwealth.

6.2.8.2 In addition to the requirements of clause 6.2.6, where page-based publications (including class 1 and 2 electronic technical manuals produced in accordance with previous versions of S1000D (ie, prior to Issue 5.0) and DEF(AUST)5629C) are required to be supported under the Contract, the TDMP shall describe the systems and processes for managing and maintaining the IETPs, including in relation to:

- a. XML/SGML source data and associated Document Type Definition (DTD), schema and entity files;
- b. fonts used in production of display media;
- c. images (eg, JPEG, TIFF, CGM, SVG);
- d. image source data files for future change (eg, engineering design / drawing files);
- e. all translators, including style sheets and filters used to generate the required presentation formats (eg, XSLT, CSS, XSL:FO, FOSIs, EDD, Microsoft Word® templates); and
- f. if HTML is used as a display format, the relationship between the source files and HTML display format, including the Software tools and processes needed to modify the source files and regenerate the display format.

6.2.8.3 Where IETPs are required to be supported under the Contract, the TDMP shall describe the systems and processes for the support of IETP hardware and Software, authoring tools, and any other IETP support items.

6.2.9 Development and Updates – Engineering Drawings

Note: *'Engineering drawings' refers to engineering design data for hardware products of the Materiel System, including technical drawings and data sets (eg, three-dimensional modelling and computer-aided design data).*

6.2.9.1 The TDMP shall describe:

- a. the indexing method employed by the Contractor to manage and control the suite of engineering drawings;
- b. the process for validating the engineering drawings for technical accuracy;
- c. the Contractor's internal review and approval processes and procedures, for new and updated engineering drawings, prior to delivery to the Commonwealth; and
- d. the methodology for handling routine and priority changes to engineering drawings.

APPENDIX 1

CURRENT COMMONWEALTH TECHNICAL DATA STANDARDS AND SPECIFICATIONS

1. TECHNICAL PUBLICATIONS

1.1 Primary Delivery Compliant Format:

- a. for IETPs, the publications accord with S1000D™ and DEF(AUST)IPS-5630, and any Contract-specific requirements for S1000D™ (ie, Defence-specified Business Rules applicable to the Technical Data); and
- b. for page-based publications (including class 1 and 2 electronic technical manuals), the publications accord with either:
 - (i) S1000D™ and DEF(AUST)IPS-5630 (including for publications produced in accordance with previous versions of S1000D (ie, prior to Issue 5.0)); or
 - (ii) DEF(AUST)5629C.

1.2 Primary Data-Source Compliant Format – Processable / Dynamic Documents:

- a. Text - XML applying the applicable schemas as per DEF(AUST)IPS-5630;
- b. Text - Standard Generalised Markup Language (SGML) applying the applicable DTDs, as per DEF(AUST)5629C (for updates to existing publications in this format); and
- c. Graphics – vector and raster formats as detailed in S1000D™ (eg, Computer Graphics Metafile (CGM) for vector graphics and TIFF, PNG, JPEG for raster formats).

1.3 Alternative Data-Source Compliant Format:

- a. Text - XML applying schemas Approved for use by the Commonwealth;
- b. Text - SGML applying a DTD Approved for use by the Commonwealth (for updates to existing publications in such a format);
- c. Graphics – vector and raster formats as defined in S1000D™ (eg, CGM for vector graphics and TIFF, PNG, JPEG for raster formats); and
- d. Composed Document - Documents provided, which require no amendments throughout the life cycle of the equipment, may be delivered in Portable Document Format (PDF) in accordance with ISO 32000-1:2008.

1.4 Acceptable Data-Source Non-Compliant Format:

- a. a neutral data file (platform independent file format) containing as a minimum hyper link referencing between the table of contents and the applicable text. Preference is PDF in accordance with ISO 32000-1:2008; and
- b. native digital format in use by the Commonwealth (eg, Word 2010 ‘.docx’ or later).

2. ENGINEERING DRAWINGS

2.1 Primary Data-Source Compliant Formats:

- a. DEF(AUST)CMTD-5085C; and
- b. ISO 10303.

2.2 Acceptable Data-Source Non-Compliant Format:

- a. AutoCAD native drawing format (DWG) in accordance with versions used by the Commonwealth or as agreed by the Commonwealth Representative. Drawings are to be a direct output from the authoring system, and not the result of a translation process. All information necessary to open and manipulate the data files, including libraries, fonts, logical name definitions, and other supporting files shall be delivered with the drawing files; and
- b. Autodesk Drawing Exchange Format (DXF) in accordance with versions used by the Commonwealth or as agreed by the Commonwealth Representative.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-TNG-TSP-V5.2

2. TITLE: TRAINING SUPPORT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Training Support Plan (TSP) is the overarching plan for the management and implementation of Training Services. The TSP defines the Contractor's plans, methodology and processes for meeting the Training Support requirements of the Contract.

3.2 The Contractor uses the TSP to:

- a. define, manage and monitor the Training Support program for the Contract;
- b. ensure that those parties (including Subcontractors) who are providing Training Services understand their respective responsibilities, the processes to be used, and the time-frames involved; and
- c. define the Contractor's expectations for Commonwealth involvement in the provision of Training Services.

3.3 The Commonwealth uses the TSP to:

- a. gain visibility into the Contractor's plans for meeting the Training Support requirements of the Contract;
- b. gain assurance that the Contractor's Training Services will meet the requirements of the Contract;
- c. provide a basis for monitoring and assessing the Contractor's performance in relation to the Training Support requirements of the Contract;
- d. confirm and coordinate Commonwealth interfaces with the Contractor's Training Support organisation; and
- e. provide input into the Commonwealth's planning.

4. INTER-RELATIONSHIPS

4.1 The TSP is subordinate to the Support Services Management Plan (SSMP).

4.2 The TSP inter-relates with the following data items, where these data items are required under the Contract:

- a. all Training Requirements Specifications (TRSs);
- b. all Learning Management Packages (LMPs);
- c. Quality Plan (QP);
- d. Surge Management Plan (SMP);
- e. Support Services Master Schedule (SSMS);
- f. Technical Data List (TDL); and
- g. Combined Services Summary Report (CSSR).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

SADL *Systems Approach to Defence Learning*

Any standards associated with Training specific to the individual ADF Services and defined in the SOW, including DSDs.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the TSP shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The TSP outline shall provide a summary of:

- a. the purpose and contents of the TSP, including its relationship with other plans; and
- b. the role of the Contractor and Approved Subcontractors in terms of the types of Training Services to be provided.

6.2.2 Training Support Organisation

6.2.2.1 The TSP shall describe the Contractor's and Approved Subcontractors' organisational arrangements for meeting the Training Support requirements of the Contract, including:

- a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how Training Support organisational arrangements integrate into the higher-level management structures and organisations;
- b. the interrelationships and lines of authority between all parties involved in the Contractor's Training Support activities;
- c. the responsibilities of all parties involved in the Contractor's Training Support activities, including the identification of:
 - (i) the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Training Support requirements of the Contract; and
 - (ii) the numbers and types of personnel involved in the provision of Training Services; and
- d. an organisational chart, or equivalent, showing the associated management hierarchy and the partitioning of Training Support responsibilities between the various organisations.

6.2.3 Training Support Management

6.2.3.1 If Training Services are provided by more than one organisation, functional area or location, the TSP shall describe the approach used to partition work activities between the various organisations, functional areas and locations.

6.2.3.2 The TSP shall describe:

- a. how resources are allocated to each Training Support activity to ensure that the Training Services will be provided to meet the requirements of the Contract;
- b. how Training Support activities and outcomes are recorded and reported; and
- c. any Training-related Performance Measures, other than KPIs and OPMs specified in the Contract, and how the Contractor uses these measures to assess Training Support and the provision of Training Services.

6.2.3.3 The TSP shall detail the arrangements for conducting Training Support Performance Reviews, and/or for addressing Training Support at the Combined Services Performance Review, as required by the Contract.

- 6.2.3.4** If the Training Services include Training recognised under the Vocational Education and Training (VET) Quality Framework, the TSP shall summarise the Contractor's Registered Training Organisation (RTO) details and the scope of registration relevant to the Training Services.
- 6.2.4 Training Management System**
- 6.2.4.1** The TSP shall describe the system for managing the conduct of Training Support activities, including reference to major components of the system, and all associated plans, processes, procedures and instructions.
- 6.2.4.2** The TSP shall describe the process flows, interfaces, information systems, and quality control activities, as applicable to the Services, for managing:
- Training design information, including course syllabi, curricula, Training and assessment strategies, and TRSs or other competency requirements;
 - LMPs, including student and facilitator Training Materials for Training delivery;
 - assessment programs and results;
 - student panelling and participation; and
 - the Training schedule.
- 6.2.4.3** If the Training Services include Training recognised under the VET system, the TSP shall summarise the Contractor's arrangements for meeting applicable mandatory requirements, including record-keeping and reporting.
- 6.2.4.4** Except where provided to the Commonwealth Representative through other means, the TSP shall include, as annexes to the TSP, all associated plans, processes, procedures, and instructions that are required for the management and provision of Training Services.
- 6.2.5 Training Support Activities**
- 6.2.5.1** The TSP shall, for each Training Service to be provided under the Contract, include:
- the title of the Training Service;
 - an overview of the specific activities to be undertaken to provide the Service;
 - the organisation(s) responsible for conducting the specific activities; and
 - details of the interface(s) between the Commonwealth and the Contractor for the specific activities.
- 6.2.6 Subcontractor Management**
- 6.2.6.1** The TSP shall describe how Training Support tasks performed by Subcontractors will be allocated and integrated into the Training Support activities performed by the Contractor.
- 6.2.6.2** The TSP shall describe how all Training Support work conducted by Subcontractors will be monitored and managed to ensure that the required Training Services are achieved.
- 6.2.7 Training Staff Qualifications and Experience**
- 6.2.7.1** The TSP shall include a staff profile, listing the numbers and the types of personnel involved in the provision of Training Services, including for each Training specialisation:
- the Training specialisation name and description;
 - the formal qualifications required;
 - the teaching experience required; and
 - the technical experience and background required.
- 6.2.7.2** The TSP shall identify the names of individual Training specialists and their formal qualifications and experience.
- 6.2.7.3** The TSP shall describe the Contractor's strategy for ensuring the continued availability of suitably qualified, experienced and competent Training specialists.

6.2.8 Maintenance of Training Materials

6.2.8.1 If on-going maintenance of Training Materials is required under the Contract, the TSP shall describe the Contractor's processes for ensuring that Training Materials remain up-to-date.

6.2.9 Training Development

6.2.9.1 If Training Materials support (ie, Training development) is required under the Contract then the TSP shall describe the Contractor's strategy, methodology, processes, and tools for managing the different development requirements for Training (eg, new development versus updating existing Training), including:

- a. the Contractor's approach to applying the SADL, and tailoring any other Training standards identified in the Contract;
- b. the activities to be undertaken, as applicable, to:
 - (i) analyse new and/or modified performance requirements and associated Personnel Competencies;
 - (ii) design new and/or modified elements of Training;
 - (iii) develop new and/or modified elements of Training; and
 - (iv) implement and evaluate new and/or modified Training courses;
- c. the integration of required data items (eg, TRS and LMP) into the process;
- d. the tools to be utilised to undertake the activities and processes; and
- e. the expected role of the Commonwealth, including the review of outputs of the Contractor Training development activities.

6.2.10 Training Materials List

Note: *A Training Materials list may be provided as filtered set of applicable data from the TDL.*

6.2.10.1 The TSP shall include a Training Materials list for each course being managed or delivered (or both) by the Contractor under the Contract, including:

- a. TRSs and competency specifications;
- b. Training and assessment strategies;
- c. curricula and syllabi for Training courses and modules, as applicable;
- d. instructor and assessor plans and guides; and
- e. student Training Materials.

6.2.11 Training Equipment List

6.2.11.1 The TSP shall include a Training Equipment list, which, for each item of Training Equipment:

- a. identifies the Training Equipment, including its associated Software and data;
- b. describes the management arrangements for the Training Equipment, including (as applicable):
 - (i) Subcontractor contractual arrangements;
 - (ii) quality assurance provisions;
 - (iii) warranty provisions and requirements; and
 - (iv) Maintenance requirements and technology refresh cycles;
- c. identifies the Training associated with the Training Equipment; and
- d. identifies the associated configuration documentation (as applicable).

6.2.12 Surge

6.2.12.1 If Surge is required under the Contract, the TSP shall describe how the Contractor intends to provide Training Services during periods of Surge, including:

- a. the Contractor's expectations and/or assumptions with respect to the variations in Training Services during periods of Surge;
- b. the ability of the Contractor to meet Surge requirements for Training Services within available resources;
- c. the point or level in increased effort when additional resources will be required;
- d. the details of the changes required to the areas affected, such as organisation, Contractor staff training, resources and management systems; and
- e. any constraints that affect the ability of the Contractor to meet the Surge requirements for Training Services.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-CM-DATA-CSAR-V5.3**
- 2. TITLE: CONFIGURATION STATUS ACCOUNTING REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Configuration Status Accounting (CSA) system enables the efficient and effective execution of Configuration Management (CM) functions (ie, CM planning, configuration identification, control of configuration changes and configuration verification and audit). The CSA Report (CSAR), produced from the Contractor's CSA system, provides detailed information to describe the functional requirements and physical characteristics of Configuration Items (CIs), the status of changes to CIs, their associated documentation, and the actual configuration of individual CIs.
 - 3.2** The Contractor uses the CSAR to inform the Commonwealth of the current status of a product (ie, a complete system or CI) and its Product Configuration Information, associated Configuration Baselines, and changes to that product throughout the period of the Contract.
 - 3.3** The Commonwealth uses CSAR information to:
 - a. understand the current configuration of a product, its Product Configuration Information, and relationship to Configuration Baselines (including system-level baselines), and
 - b. inform Commonwealth CM activities related to that product throughout its lifecycle.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CSAR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Configuration Management Plan (CMP);
 - b. Systems Engineering Management Plan (SEMP); and
 - c. Support Services Management Plan (SSMP).
 - 4.2** The CSAR inter-relates with the following data items, where these data items are required under the Contract:
 - a. all data items derived from the Master Technical Data Index (MTDI) (eg, Support System Technical Data List (SSTD));
 - b. Engineering Change Proposal (ECP);
 - c. Application for a Deviation (AFD); and
 - d. all data items that form part of a Baseline.
 - 4.3** The CSAR also inter-relates with the Technical Data and Software Rights (TDSR) Schedule.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

ANSI/EIA-649-C *National Consensus Standard for Configuration Management*
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

- 6.1.2** The CSAR shall be provided in soft copy format as structured data (eg, one or more databases, spreadsheets or other structured data format) that enables CASR content to be accessed, queried, read, printed and used to generate soft copy tabulated text reports.
- 6.1.3** Except where the soft copy data file is compatible with a standard Software application defined elsewhere in the Contract, or otherwise agreed in advance and in writing by the Commonwealth Representative, the CSAR shall be accompanied by any software and Technical Data required to enable the functions identified in clause 6.1.2.
- 6.1.4** ANSI/EIA-649-C provides guidance in relation to Commonwealth expectations for CSA reporting.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The CSAR shall be tailored by the governing plan for CM (eg, the Approved CMP) to include the sub-reports and information applicable to the phase of the lifecycle, the scope of the program, the Contract, and the complexity / grade of CM for the Materiel System.
- 6.2.1.2** The CSAR shall provide accurate, current information, relevant to the end item / CI, derived from the CSA system that is used to store and manage the Product Configuration Information.
- 6.2.1.3** Where the Contractor has delivered more than one configuration of a CI, the CSAR shall identify all currently approved documentation and the identification numbers for each configuration.

6.2.2 Indentured Item List

- 6.2.2.1** For each CI, the CSAR shall include, or be able to generate, an Indentured Item List that illustrates the breakdown structure of subordinate CIs, parts, assemblies, sub-assemblies and Software, such that the relationships (eg, where used, next higher assembly) within the product breakdown structure can be clearly understood.
- 6.2.2.2** The Indentured Item List shall, for each item in the product breakdown structure, include:
- a. the configuration identifier / product identifier / Unique Item Identifier (UII);
 - b. the nature of the CI (ie, system, hardware, software);
 - c. the manufacturer's Enterprise Identifier (EID) (eg, NATO Commercial and Government Entity (NCAGE/CAGE) code);
 - d. the manufacturer's reference number / part number for the item;
 - e. an Effectivity identifier, such as a version number, useable on code or other, used to designate that a CI is useable on one or more higher-level CIs or end items; and
 - f. the name of the CI, part, component, assembly or Software item, as applicable.
- 6.2.2.3** The product hierarchy in the Indentured Item List shall be described to a level of detail that provides the Commonwealth with sufficient understanding of the evolving solution and to meet life cycle support concepts, supportability and other goals under the Contract.

6.2.3 Baseline Definitions

- 6.2.3.1** For each CI, the CSAR shall list the Product Configuration Information associated with the specific baselines relevant to that CI (ie, Functional Baseline (FBL), Product Baseline (PBL), interim product baseline, and other baselines as may be required under the Contract).
- 6.2.3.2** The Baseline Reports shall include:
- a. for each CI:
 - (i) configuration identifier / product identifier / UII, including version numbers and any special identifiers / usable on codes used to distinguish between parts, assemblies, and software used in the product; and
 - (ii) the respective Configuration Control Authorities (CCA) and their EID; and
 - b. for each related configuration document:

- (i) document title;
- (ii) document number / identifier;
- (iii) issue or version number and issue date, as applicable; and
- (iv) the document type and, if applicable, sub-type.

6.2.3.3 Functional Baseline Report. The CSAR shall include, or be able to generate, Functional Baseline Reports that list the configuration documentation used to define the FBL for each CI including:

- a. requirements specifications (functional, interoperability and interface characteristics and design constraints);
- b. external interface definition documentation; and
- c. agreed Verification documentation required to demonstrate the CI's characteristics.

6.2.3.4 Product Baseline Report. The CSAR shall include, or be able to generate, Product Baseline Reports that list the configuration documentation or other information artefacts used to define the PBL for each CI, and which include the following types of documentation:

- a. specifications for the system and subordinate CIs, including both hardware and software CIs;
- b. interface control documents;
- c. engineering and manufacturing drawings and associated lists (eg, bill of materials, wiring lists, assembly drawings, item quantities);
- d. design documentation (including, as applicable, software and firmware source code, and system, hardware, software and firmware design documentation);
- e. computer aided design, simulation and modelling files;
- f. Verification and Validation plans, procedures and reports and Verification Cross Reference Matrices (VCRMs);
- g. audit reports, certifications and associated action items;
- h. ECPs / Engineering Change Orders (ECOs), and Requests for Variance (RFVs)¹;
- i. related Contract Change Proposals (CCPs);
- j. operation and maintenance manuals;
- k. recommended spares and support and test equipment; and
- l. associated Training materials.

6.2.3.5 Configuration documentation for the Product Baseline Report shall be identified to a level of detail commensurate with the expected Defence activities and support strategy for the product.

6.2.4 Master Document Index

6.2.4.1 The CSAR shall include a Master Document Index for each CI (including end items) delivered for Acceptance (as specific or user-selectable filters / views), which includes:

- a. a list of all subordinate CIs, including:
 - (i) the configuration identifier / product identifier / UUI;
 - (ii) their respective CCA and associated EID; and
 - (iii) their allocated grades of CM;
- b. an index of technical documents, including:
 - (i) specifications, interface control documents, drawings and design documentation;

¹ Note that an Application for a Deviation under the Contract may result in one or more RFVs being required for CM purposes.

- (ii) logistics support documents including technical manuals and handbooks; and
 - (iii) technical manuals and handbooks;
- c. the ECP / ECO register;
- d. the RFV register (including the 'return to standard' status and due date);
- e. the Defect reports; and
- f. a list of open action items from the relevant CI audits.

6.2.5 Documents Report

6.2.5.1 The CSAR shall include a Documents Report that, for each configuration document in the CSA system, includes:

- a. document number or identifier;
- b. document full title;
- c. document revision status (eg, draft, final);
- d. issue or version number and issue date;
- e. document type (eg, specification, drawing, source code) and, as applicable, sub-type (eg, detail assembly drawing, specification control drawing, wiring list);
- f. other specific attributes that are relevant to the type of artefact (eg, drawing sizes and number of sheets for a drawing);
- g. document media (if held externally);
- h. reference to the applicable CI;
- i. CDRL reference, if applicable;
- j. the Current Document Control Authority (ie, the organisation that is responsible for the document content and the only authority that can effect changes to the document), and associated EID;
- k. author / source organisation;
- l. a reference to the TDSR Schedule to define any limitation of rights for document distribution and use (eg, associated with Intellectual Property and International Traffic in Arms Regulations); and
- m. identification of associated ECOs.

6.2.6 Build Standard Report

6.2.6.1 The CSAR shall include a Build Standard Report that documents the build standards for CIs, and includes:

- a. equipment title / CI name;
- b. manufacturer's EID and reference number;
- c. NATO Stock Number (NSN) / UII, as applicable; and
- d. where a modification is applicable to the CI:
 - (i) ECO number;
 - (ii) modification number;
 - (iii) modification title; and
 - (iv) modification instruction identifier.

6.2.7 Build State Report

6.2.7.1 The CSAR shall include a Build State Report that documents the status of individual CIs, as delivered, including details of engineering changes, Deviations / variances, and relevant maintenance actions, and that includes:

- a. equipment title / CI name;

- b. manufacturer's EID, reference number, and serial number for rotatable items;
- c. NSN and UII, as applicable;
- d. where a modification has been applied to the CI:
 - (i) the ECO number / RFV number / modification instruction identifier;
 - (ii) date modification completed; and
 - (iii) modification strike number / dash number; and
- e. for any rotatables that were replaced during maintenance, prior to delivery, the reference / part number and serial number of those items.

6.2.8 ECP / ECO and RFV Reports

6.2.8.1 The CSAR shall include the current list of ECPs / ECOs and RFVs (if applicable), from the applicable register presented in dedicated ECP / ECO and RFV views, which include:

- a. ECP / ECO / RFV number;
- b. ECP / ECO / RFV title / short description;
- c. where applicable, any parent AFD;
- d. configuration identifier / product identifier / UII for the applicable CI;
- e. change classification (ie, major, minor, administrative or RFV);
- f. implementation status (eg, preliminary, CCB approved, issued, current effectivity / partial installation status, or closed); and
- g. status date.

6.2.9 Defects Report

6.2.9.1 The CSAR shall include a Defects Report, which references all Defect reports for each CI, and for each Defect includes:

- a. the configuration identifier / product identifier / UII for the applicable CI;
- b. CI name;
- c. Defect number;
- d. Defect categorisation (eg, critical, major, minor);
- e. if applicable, the RFV number; and
- f. if resolved by a configuration / engineering change, the ECP / ECO number.

6.2.10 Action Item Report

6.2.10.1 The CSAR shall include an Action Item Report that lists all action items resulting from configuration audits, CCBs or ICWGs, which for each action item includes:

- a. the configuration identifier / product identifier / UII for the applicable CI;
- b. CI name;
- c. the audit type / CCB / ICWG details;
- d. action item number;
- e. action item description;
- f. date the action item was established;
- g. if applicable, the contractual or specification requirement that is affected;
- h. action item owner;
- i. status / closure details; and
- j. date for completion / date closed.

6.2.11 CSA Metrics Report

6.2.11.1 The CSAR shall include a Metrics Report that reports on measures for the execution of the Contractor's CM process and functions (eg, number and status of ECP / RFVs, processing times, and rates of closure of change documentation).

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-CM-DATA-XDATA-V5.3
2. TITLE: CONTRACTOR-DEFENCE CM DATA EXCHANGE SCHEMA
3. DESCRIPTION AND INTENDED USE

Note to drafters: If included, this DID is to be developed to meet the specific needs of the project / program. The DID should be as complete as practicable for inclusion in the RFT. If the DID cannot be finalised before the RFT, drafters should include a 'Note to tenderers' to identify the information requirements that are to be completed with the preferred tenderer / Contractor.

The complexity of the Materiel System, maturity of Commonwealth and Contractor CSA Systems, and Commonwealth requirements to access CM data to inform contract activities, will determine the optimum method by which CSA data is transferred from Contractor to Commonwealth. Refer to CASG Handbook (E&T) 12-2-002, CM Guide, which shows possible transfer methods - this DID is applicable to 'Method C' only. Use of this DID requires inclusion of the corresponding 'optional' clause in the SOW for the exchange of CSA data and related details in the CDRL.

The following note refers to the roll-out of the Defence ERP System with applicable CM functionality as part of the Enterprise Asset Management (EAM) framework. The Defence ERP System will release CM functionality for different domains (Land, Sea, Air) at different times, which may occur before or after the ED of any resultant Contract, and thus require changes to this DID before or after ED. If the applicable ERP 'Interface Development Specification' for 'Contractor Information Exchange' is finalised (eg, for uXLoader and OpenText Object Importer), and this DID is updated before ED, then the note below may also be deleted. Drafters may need to amend the note below as additional information becomes available from the ERP program.

Note: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems, over a number of years. If a Defence ERP solution for CM / CSA is not released prior to the start of the Contract, the subsequent introduction of these functions may require changes to the deliverable data formats developed in accordance with this DID.

- 3.1 Data transfer between Contractor and Defence Configuration Management (CM) Information Systems is an integral part of the Defence-Contractor interaction. This CM Data Exchange Schema defines how the Contractor is to apply EIA836B to realise an effective Configuration Status Accounting (CSA) data transfer capability. CSA data, produced from the Contractor's CSA system, and transferred in accordance with this DID, provides detailed information to describe the functional requirements and physical characteristics of Configuration Items (CIs), the status of changes to CIs, their associated documentation, and the actual configuration of individual CIs.
- 3.2 The Contractor uses the transferred CSA data to inform the Commonwealth of the current status of a product (ie, a complete system or CI) and its Product Configuration Information, associated Configuration Baselines, and changes to that product throughout the duration of the Contract.
- 3.3 The Commonwealth uses the transferred CSA data to:
 - a. understand the current configuration of a product, its Product Configuration Information, and relationship to Configuration Baselines (including system-level baselines); and
 - b. inform Commonwealth CM activities related to that product throughout its lifecycle.

4. INTER-RELATIONSHIPS

- 4.1 The Contractor-Defence CM Data Exchange Schema is subordinate to the following data items, where these data items are required under the Contract:
 - a. Configuration Management Plan (CMP);
 - b. Systems Engineering Management Plan (SEMP); and

- c. Contractor Engineering Management Plan (CEMP).

4.2 The Contractor-Defence CM Data Exchange Schema inter-relates with the CSA Report.

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

| | |
|----------------|---|
| EIA836B | Configuration Management Data Exchange and Interoperability |
| DEF(AUST)10814 | Land Materiel Data Exchange Standard |
| ANP4422-6001 | Materiel Data Exchange Specification |
| EAMI 152 & 153 | Defence ERP Program Interface Development Specification - Contractor Information Exchange |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items' in the Statement of Work.

6.2 Specific Content

6.2.1 Exchange of CSA data shall conform to:

Note to drafters: Insert the exchange standards to be specified here.

- a. DEF(AUST) 10814, Land Materiel Data Exchange Standard;
- b. ANP4422-6001, Materiel Data Exchange Specification;
- c. EAMI 152 & 153, Defence ERP Program Interface Development Specification - Contractor Information Exchange, and
- d. [...DRAFTER TO INSERT...].

Note to drafters: If applicable, this section may need to include any additional specific physical or electronic transfer arrangements for transfer of CSA data in accordance with the applicable standard.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-CM-MGT-ECP-V5.3

2. TITLE: ENGINEERING CHANGE PROPOSAL

3. DESCRIPTION AND INTENDED USE

3.1 An Engineering Change Proposal (ECP), including as a software-only change defined in a Software Change Proposal (SWCP), is required to enable the proposal, review and assessment of, and the engineering management and control of changes to the existing design configuration of hardware and/or software.

3.2 The Contractor and the Commonwealth use the ECP (including the SWCP) as the common basis for defining the requirements, significance, approvals and scope of changes to the existing Functional Baseline and/or Product Baseline of the Materiel System and, if applicable, proposed changes to interfacing systems.

4. INTER-RELATIONSHIPS

4.1 Each ECP inter-relates with the following data items, where these data items are required under the Contract:

- a. Contractor Engineering Management Plan (CEMP);
- b. Configuration Management Plan (CMP);
- c. Software Management Plan (SWMP); and
- d. Software Support Plan (SWSP).

5. APPLICABLE DOCUMENTS

Note to drafters: Amend the following lists for the ADF regulatory / assurance framework to be referenced from the ECP form(s) annexed to this DID.

5.1 The following documents form a part of this DID to the extent specified herein:

| | |
|--------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP3411-0101 | Navy Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 Specific Requirements

Note to drafters: Insert additional references below as required (eg, Configuration Management manual or software standard, as appropriate), noting that the CEMP, CMP, SWMP and/or SWSP that are used to tailor the application of manuals / standards are already applied through clause 4 (above) and the inclusion of 'Contract' in the clause below. Attach the applicable ECP and SWCP forms as annexes to this DID.

6.2.1.1 All engineering design and configuration change proposals shall be documented using the ECP form at Annex A, and in accordance with the Contract and:

- a. [...INSERT REFERENCE...]; and
- b. [...INSERT REFERENCE...].

Note to drafters: If including a separate SWCP, then retain and amend the clause below; otherwise, it may be deleted (as should reference to Annex B below). Insert additional references below as required (eg, software standards, as appropriate), noting that the CEMP, CMP, SWMP and/or SWSP that tailor the application of manuals / standards are already applied through clause 4 (above) and the inclusion of 'Contract' in the clause below. Attach the applicable SWCP form as an annex to this DID.

- 6.2.1.2** All software-only design and configuration change proposals shall be documented using the SWCP form at Annex B, and in accordance with the Contract and:
- a. [...INSERT REFERENCE...]; and
 - b. [...INSERT REFERENCE...].

6.3 Annexes

Note to drafters: Include applicable forms as Annexes.

- A. Engineering Change Proposal form
- B. Software Change Proposal form

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-MGT-SEMP-2-V5.2**
- 2. TITLE: SYSTEMS ENGINEERING MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Systems Engineering Management Plan (SEMP) describes the Contractor's strategy, plans, methodologies and processes for the management of a fully integrated engineering program in accordance with the Contract. The SEMP describes the relationships between concurrent activities as well as between sequential activities, to demonstrate that a fully integrated engineering program has been achieved.
 - 3.2** The Contractor uses the SEMP to provide the primary direction and guidance to the technical team responsible for conducting the scope of work.
 - 3.3** The Commonwealth uses the SEMP as a benchmark against which Contractor performance and changes in technical risk can be evaluated.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SEMP shall be consistent with, and subordinate to, the Project Management Plan (PMP).
 - 4.2** The SEMP shall be the single planning and controlling document for all engineering program activities and related efforts, and shall have authority over, and give direction to, any subordinate engineering plans.
 - 4.3** The SEMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Integrated Support Plan (ISP);
 - b. Configuration Management Plan (CMP);
 - c. Verification and Validation Plan (V&VP); and
 - d. Quality Plan (QP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

| | | |
|-------------------|-------------|---|
| ANSI/EIA-632-2003 | | <i>Processes for Engineering a System</i> |
| AS/NZS 12207:2019 | ISO/IEC/IEE | <i>Systems and Software Engineering - Software life cycle processes</i> |

The specialty engineering standards identified in the SOW (eg, in relation to system safety, system security and Electromagnetic Environmental Effects (E3))
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the SEMP shall summarise these aspects and refer to the other data item.
 - 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 Technical Plan Summary

6.2.1.1 The SEMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's systems engineering program.

6.2.1.2 Risks associated with the Contractor's systems engineering program, including risks associated with the development and implementation of the required products, shall be documented in the Risk Register; however, the SEMP shall describe the risk-management strategies associated with any risks where the mitigation strategy underpins the overall systems engineering program (clause 6.2.5 refers).

6.2.1.3 The SEMP shall define its relationship to other planning documentation, including subordinate engineering plans and key non-technical plans such as the PMP.

6.2.1.4 The SEMP shall define the scope and purpose of subordinate engineering plans, including the interrelationships between subordinate plans.

6.2.2 Systems Engineering Key Activities

6.2.2.1 The SEMP shall describe the Contract technical objectives, with reference to the proposed solution and with particular emphasis on the technical products to be delivered and the extent of development required for them.

6.2.2.2 The SEMP shall identify the key engineering elements and events of the Contract, including the key events in the lifecycle of each product in the design hierarchy, the interrelationships between them, and those significant engineering events within the Contract schedule.

6.2.3 Engineering Management

6.2.3.1 The SEMP shall define the engineering organisation for the Contract, including the key engineering positions and the partitioning of engineering effort between the various Contractor and Subcontractor organisations.

6.2.3.2 The SEMP shall describe how technical effort will be coordinated to meet cost, schedule and performance objectives.

6.2.3.3 The SEMP shall summarise planned personnel needs, applicable to the various phases of the Contract, by discipline and level of expertise.

6.2.3.4 The SEMP shall identify the standards (eg, EIA-632 and ISO 12207) to be utilised by the Contractor and Subcontractors to undertake the Systems Engineering, Software, Configuration Management (CM), and Verification and Validation (V&V) program activities, including the proposed tailoring of those standards to meet requirements of the Contract.

6.2.4 Systems Engineering Process

6.2.4.1 The SEMP shall define the tailored application of the Contractor's Systems Engineering process to the activities of the Contract, including:

- a. the major products and/or increments to be delivered;
- b. the major outcomes to be achieved;
- c. the major Systems Engineering tools that will be used for the Contract;
- d. the methods for documentation and control of engineering and technical information, including expected specifications and Configuration Baselines;
- e. the methods and tools for analysis and Validation of system requirements;
- f. the required implementation tasks, including the integration and assembly of the system; and
- g. the approach, methods, procedures and tools to be used for systems analysis and control, including establishing and maintaining requirements traceability.

6.2.5 Technical Risk Management

6.2.5.1 Risks associated with the Systems Engineering program shall be documented in the Risk Register; however, the SEMP shall describe the risk management strategies associated with any global, engineering-related risks.

6.2.6 Software Development and Management

6.2.6.1 The SEMP shall define the tailored application of the Contractor's Software processes to the activities of the Contract, including:

- a. the integration of Software activities into the systems engineering program for the various products and/or increments to be delivered;
- b. the management of Software development activities undertaken by Subcontractors; and
- c. the development of Software being undertaken by the Contractor.

6.2.7 Verification and Validation

6.2.7.1 The SEMP shall, for the Contractor's V&V program:

- a. describe the V&V strategy, particularly describing how the V&V activities are integrated into the systems engineering program for the various products and/or increments to be delivered;
- b. summarise the V&V program activities and schedule;
- c. describe the use of the VCRM and the extent to which previous V&V results are proposed to be used for Acceptance Verification purposes;
- d. describe the process for recording Failure reporting and analysis, and the approach to regression testing; and
- e. identify the requirements for Commonwealth Personnel and other resources in order to conduct the V&V program.

6.2.8 Configuration Management

6.2.8.1 The SEMP shall describe the Contractor's CM methodology, processes and activities for meeting the CM requirements of the Contract, including:

- a. the approach planned to establish and maintain Configuration Control and audit of identified system products and processes;
- b. the requirements for establishing Configuration Baselines and the documentation to be used to define each baseline; and
- c. the approach planned to establish and maintain control of external and internal interfaces, including (if applicable) the conduct of Interface Control Working Groups (ICWGs).

6.2.9 System Reviews

6.2.9.1 The SEMP shall describe the approach planned for the conduct of all System Reviews (ie, Mandated System Reviews (MSRs) and Internal System Reviews) required under the Contract.

6.2.9.2 The SEMP shall describe the objectives for each engineering-related System Review and the relationship between each System Review and other engineering program activities.

Note: *The following clause only relates to the engineering-related System Reviews. The main governing plans for each of the Level 2 subject area clauses in the SOW address the other System Reviews (eg, the PMP addresses project management System Reviews, the ISP addresses ILS-related System Reviews, and the CMP or SEMP addresses CM-related System Reviews).*

6.2.9.3 The SEMP shall detail the following information for each of the engineering-related System Reviews, incorporating the associated SOW requirements (including entry criteria, exit criteria and checklist items) for these System Reviews and supplemented where required by the Contractor's internal processes:

- a. the organisations and individuals involved in the review and their specific review responsibilities;
- b. the proposed review venue;
- c. the pre-requisites for the conduct of the review (ie, entry criteria);
- d. the checklist items to be addressed during the System Review, including the documentation to be reviewed;
- e. the essential review completion criteria (ie, exit criteria); and
- f. the applicable Milestone criteria specified in Attachment C, Delivery Schedule.

6.3 Specific Content – Specialty Engineering

6.3.1 Growth, Evolution and Obsolescence

6.3.1.1 If a growth, evolution and Obsolescence program is required under the Contract, the SEMP shall, for the growth, evolution and Obsolescence program:

- a. describe the technical measures and methods to be used to identify and assess candidate elements (ie, those system elements that are candidates for change over the LOT due to the evolution of technology, changes to threats or user needs, or Obsolescence), including hardware and Software items, and the primary candidate elements to be addressed under the program;
- b. describe the application of design aspects (eg, modularity and 'open architectures') to improve system growth, facilitate evolution, and to counter Obsolescence;
- c. identify the steps to be undertaken during the acquisition phase to balance technological maturity and Obsolescence risks, and solutions to minimise the complexity (and cost) of through-life upgrades; and
- d. identify the steps to be undertaken during the support phase to maintain effective and supportable equipment configurations and the expected need for upgrades.

6.3.2 Integrated Reliability, Maintainability and Testability Engineering

6.3.2.1 If an Integrated Reliability, Maintainability and Testability (IRMT) engineering program is required under the Contract, the SEMP shall, for the Contractor's IRMT engineering program:

- a. outline the IRMT engineering activities, tools, and the products to be generated, consistent with the design activities and the integration of COTS / MOTS items;
- b. identify the standards to be used (including those identified at clause 5.1), and describe the application of those standards to meet the IRMT-related requirements of the Materiel System;
- c. describe the sources, methods and systems to be used to obtain, analyse and record IRMT-related data from internal and external sources;
- d. describe how IRMT engineering program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be applied for the IRMT engineering program.

6.3.3 Human Engineering

6.3.3.1 If a Human Engineering (HE) program is required under the Contract, the SEMP shall, for the Contractor's HE program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the HE requirements of the Materiel System;
- b. describe the expectations of the Contractor with respect to the Commonwealth in order to ensure the HE objectives are met;

- c. describe the activities, including system functional requirements analysis, equipment design and procedures development activities, to be undertaken in order to meet the HE program required under the Contract;
- d. describe how HE program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be applied for the HE program.

6.3.4 Electromagnetic Environmental Effects

6.3.4.1 If an Electromagnetic Environmental Effects (E3) program is required under the Contract, the SEMP shall, for the Contractor's E3 program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to the Materiel System;
- b. identify the E3-related requirements applicable to the Materiel System, including Certification and regulatory requirements;
- c. describe the approach to ensure that the E3-related requirements are met and all applicable Certifications are obtained;
- d. describe how E3 program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be used to assess that the Materiel System's E3-related requirements have been met.

6.3.5 System Safety

6.3.5.1 The SEMP shall, for the Contractor's system safety program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the system safety required under the Contract;
- b. identify the Materiel Safety-related requirements applicable to the operation and support of the Materiel System, including Certification and regulatory requirements, and describe the approach to ensure that the Materiel Safety-related requirements are met and all applicable Certifications are obtained;
- c. describe how system safety program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews;
- d. describe the hazard analyses to be undertaken to identify and assess health and safety hazards and risks in the Materiel System, and to eliminate hazards and reduce associated risks so far as is reasonably practicable;
- e. describe the Verification methods to be used to assess the minimisation of Materiel Safety-related risks and the treatment of those residual risks; and
- f. describe the approach to managing Materiel Safety data and the provision of documentary evidence to the Commonwealth, and regulatory authorities when applicable, in order to demonstrate that the Materiel System is, so far as is reasonably practicable, without risks to health and safety.

6.3.6 System Security

6.3.6.1 If a system security program is required under the Contract, the SEMP shall, for the Contractor's system security program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the system security requirements of the Contract;

- b. identify the security-related requirements applicable to the Materiel System and summarise the approach to ensure that the security-related requirements are met;
- c. if the Contractor will support the Commonwealth to obtain and/or maintain Security Authorisations in relation to ICT security and cyber security:
 - (i) identify each Security System-of-Interest (SSoI) and the Targets of Security Assessment (ToSAs) within each SSoI;
 - (ii) identify, as applicable, the System Owner, security requirements authorities, Security Authorisation authorities, and other Associated Parties;
 - (iii) describe the technical requirements that must be met in relation to each SSoI/ToSA (eg, as set out in the Governing Security Documents);
 - (iv) describe the risk management processes to be applied, including to conduct security threat and risk assessments and for maintaining a risk register; and
 - (v) explain the Contractor's role in achieving Security Authorisations to be obtained for each SSoI/ToSA;
- d. if 'Cyber Security Assessment Information' is required, describe how this data item is to be prepared and how the security risk assessment details will be maintained;
- e. describe how system security program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- f. describe the Verification methods to be used to assess that the Materiel System's security-related requirements have been met.

6.3.7 System Certification

6.3.7.1 If the Mission System requires Certification in accordance with the Contract, the SEMP shall, for the Contractor's system Certification program:

- a. identify the Certification requirements, including related design standards, and the applicable certificating authorities that will be involved in the Certification process;
- b. describe the approach to the collection, collation and presentation of Objective Evidence required for Certification; and
- c. outline the Certification process to be followed and the interrelationships between the Certification process and applicable Milestones.

6.3.8 Environmental Engineering

6.3.8.1 If an environmental engineering program is required under the Contract, the SEMP shall, for the Contractor's environmental engineering program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the environmental engineering requirements of the Contract;
- b. identify the environmental-related requirements, including regulatory requirements and environmental-protection aspects of the design, applicable to the operation and support of the Materiel System;
- c. describe the approach to ensure that the environmental-related requirements are met and all applicable Certifications are obtained;
- d. describe how environmental engineering program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be used to assess that the Materiel System's environmental-related requirements have been met.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SOL-CSCR-P-V5.3**
- 2. TITLE: CYBER SUPPLY CHAIN RISK PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Cyber Supply Chain Risk Plan (CSCR-P) is used to identify and track Cyber Supply Chain threats for Digitally Enabled Systems and Equipment (DESE) and Software, the associated risk assessments, the risk treatment options, and the existing and proposed risk controls associated with the Cyber Supply Chains for the Security Systems-of-Interest (SSoIs), including during design, development, build, operation and support. The Approved governing plan (eg, Materiel System Security Management Plan (MSSMP) or In-Service Security Management Plan (ISSMP), as applicable) provides the plan and associated processes for managing security-related risks, while the CSCR-P addresses the specific risk information relating to Cyber Supply Chain risks for the SSoIs (or relevant components thereof).
 - 3.2** The Contractor uses the CSCR-P:
 - a. to document the Cyber Supply Chain threats for the SSoIs/DESE/Software, including the associated risk assessments, and to review and update those threats and assessments as circumstances change during the acquisition phase and the in-service phase (as applicable);
 - b. to document the risk treatment options, the existing and proposed risk controls, and the residual risk exposure;
 - c. to advise the Commonwealth and, as applicable, the ICT and cyber Security Authorisation authorities and assessor(s) of the Cyber Supply Chain threats and risk assessments associated with the SSoIs; and
 - d. as one of the security artefacts to provide assurance to the Commonwealth that the Contractor's security activities will result in the cyber-security requirements for a SSoI being achieved and maintained.
 - 3.3** The Commonwealth uses the CSCR-P:
 - a. to gain assurance that the Contractor has a sound Cyber Supply Chain program in place that complies with applicable Government and Defence security requirements and policies;
 - b. to understand and evaluate the Contractor's approach to meeting the Cyber Supply Chain requirements of the Contract as part of the system security program for the acquisition phase and in-service phase (as applicable);
 - c. to identify and understand the Commonwealth's involvement in the Contractor's Cyber Supply Chain program, including the monitoring of the Contractor's program;
 - d. as an input to its own planning, including in relation to attaining and/or maintaining the required ICT/cyber Security Authorisations for a SSoI; and
 - e. as part of the Objective Evidence provided to the relevant Defence authorities as part of initially obtaining and subsequently maintaining the required ICT/cyber Security Authorisations for a SSoI.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CSCR-P is subordinate to the following data items, where these data items are required under the Contract:
 - a. Project Management Plan (PMP);
 - b. Support Services Management Plan (SSMP);

- c. Systems Engineering Management Plan (SEMP);
- d. Contractor Engineering Management Plan (CEMP);
- e. Materiel System Security Management Plan (MSSMP); and
- f. In-Service Security Management Plan (ISSMP).

4.2 The CSCR-P inter-relates with the following data items, where these data items are required under the Contract:

- a. System Architecture Description (SAD), which identifies the product breakdown structure or system breakdown structure for the relevant SSols;
- b. Software List (SWLIST);
- c. Configuration Status Accounting Report (CSAR);
- d. any provisioning lists required under the Contract (eg, the Recommended Spares Provisioning List (RSPL) or the Recommended Provisioning List (RPL)); and
- e. the security-related data items required under the Contract (other than those identified under clause 4.1).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

| | |
|----------------------------------|--|
| Governing Security Documents | (see the Glossary for the definition of this term) |
| CTIS | Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform |
| NIST SP 800-30 | Guide for Conducting Risk Assessments, Revision 1, September 2012 |
| NIST SP 800-37 | Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018 |
| ISO/IEC 27005:2022 | Information security, cybersecurity and privacy protection – Guidance on managing information security risks |
| ASIO 18-9938 | Security Manager’s Guide: Supply Chain Security, 2018 ACSC Publication, ‘Cyber Supply Chain Risk Management’, May 2023 ACSC Publication, ‘Identifying Cyber Supply Chain Risks’, May 2023 ACSC Publication, ‘Cloud Computing Security Considerations’, October 2021 |
| Defence ICT/Cyber SCRM Framework | The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020 |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled ‘General Requirements for Data Items’.

Note: This DID has been written on the basis that all SSols applicable to a Contract will be addressed within a single CSCR-P. Where this is not the case, such as may occur for larger

Mission Systems (eg, aircraft or ship), the requirements of the DID should be interpreted in the context of the set of CSCRPs and associated SSols (or components thereof).

- 6.1.2** The CSCR shall be consistent with and, where applicable, comply with the Governing Security Documents. The CSCR shall accord with the risk management framework documented in the Approved governing plan (eg, PMP/SSMP, MSSMP or ISSMP), as applicable.
- 6.1.3** In relation to the delivery of each version of the CSCR for a SSol (eg, during the acquisition phase or as part of the development of a Major Change during the support phase), each version shall, at the time of delivery, be sufficiently complete to satisfy the purpose for which it is being provided (eg, to support the assessment of cyber Security Authorisation for a particular SSol or element thereof).
- 6.1.4** When the Contract has specified delivery of another data item that contains aspects of the required information, the CSCR should summarise these aspects and refer to the other data item.
- 6.1.5** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 Summary

- 6.2.1.1** The CSCR shall include a system-level summary of the CSCR, including:
- a. an overview of each SSol being assessed, including identifying any standalone elements, such as an item of Training Equipment or a security system within a Facility;
 - b. a brief description of the risk-assessment process undertaken, cross-referring to the Approved governing plan, as appropriate;
 - c. a summary of the Cyber Supply Chain risk sources considered, including the severity of risk exposures associated with these risk sources; and
 - d. the significant conclusions of the CSCR.

6.2.2 Scope

- 6.2.2.1** The CSCR shall identify the product breakdown structure or system breakdown structure (as applicable) for each SSol (or significant products within an SSol), which decomposes the system and its related subsystems to a level, which enables the identification of all DESE and Software components and any associated ICT services (eg, cloud computing services) that:
- a. form part of the SSol that will be obtained through the Contractor's Cyber Supply Chain or acquired through other means, such as from open-sources; and
 - b. have the potential to include cyber vulnerabilities or introduce cyber vulnerabilities into an SSol (or element thereof),
- (hereinafter known as '**Vulnerable Components / Services**').
- 6.2.2.2** The CSCR shall identify any assumptions and constraints associated with the assessment of the Cyber Supply Chains for an SSol, including any factors relating to the CSCR that are assumed but not confirmed and that have constrained the assessment of Cyber Supply Chain risks for the SSol.
- 6.2.2.3** In responding to the specific requirements of this DID, the CSCR shall describe how the Applicable Documents listed at clause 5 have been utilised to ensure that the CSCR will achieve the objectives and purposes set out in clause 3.
- 6.2.2.4** The CSCR shall describe the processes and timings for updating the CSCR as new items of DESE and/or proposed new suppliers are identified, including how the Commonwealth will be kept apprised of the updated risk assessments and any judgements arising from those risk assessments associated with these new aspects.

6.2.3 Supply Chain Risk Assessment

6.2.3.1 The CSCR shall identify and describe the Cyber Supply Chain risks applicable to the scope of the assessment identified through clause 6.2.2.

6.2.3.2 The CSCR shall consider the following Cyber Supply Chain risk sources (as described in the ACSC Publication, 'Identifying Cyber Supply Chain Risks') as a minimum:

- a. risks due to foreign control or interference;
- b. risks due to poor security practices, including by lower-tier suppliers (which could include, for example, insertion of counterfeits, unauthorised production, compromised / infected system images, malicious insiders, tampering, insertion of malicious software and hardware, and poor patch-management practices);
- c. risks due to lack of transparency;
- d. risks due to access and privileges; and
- e. risks due to poor business practices.

6.2.3.3 The CSCR shall include the following information for each identified Vulnerable Component / Service:

- a. the component/service title and unique identifier;
- b. a component/service description;
- c. the criticality (consequence) assessment conducted in accordance with the Defence ICT/Cyber SCRM Framework;
- d. the vulnerability (likelihood) assessment conducted in accordance with the Defence ICT/Cyber SCRM Framework;
- e. the existing controls (eg, as identified in Table Three of the Defence ICT/Cyber SCRM Framework or other source Approved by the Commonwealth Representative);
- f. the resultant risk exposure;

Note: The October 2020 version of the Defence ICT/Cyber SCRM Framework identifies five treatment options: Avoid, Share, Exploit, Accept and Reduce. For consistency of risk management practices across all aspects of the Contract, these five options should be mapped into the standard treatment options and language identified in the Contract.

- g. the treatment option(s) (ie, acceptance, reduction, transfer or avoidance);
- h. the treatment recommendation(s);
- i. the residual likelihood of occurrence after the identified treatment recommendations, which involve implementation actions, have been implemented;
- j. the residual consequence of realisation after the identified treatment recommendations, which involve implementation actions, have been implemented; and
- k. the residual risk exposure.

6.2.4 Risk Treatment Planning

Note: The risk-treatment plan for each Cyber Supply Chain risk may involve both initial activities as part of establishing the Cyber Supply Chain(s) as well as ongoing monitoring and surveillance activities, including (for example) the inclusion of specific provisions in Subcontracts and limiting the supply of particularly vulnerable components to only known and trusted suppliers (eg, from the Five Eyes (FVEY) countries). The Commonwealth expects that both sets of activities will be addressed in each risk-treatment plan (to the extent applicable), including how ongoing performance monitoring will be undertaken and how the Contractor will set up and/or manage its support arrangements to ensure that the risk-treatment plans will have ongoing validity.

- 6.2.4.1** The CSCR shall set out the Contractor's risk-treatment plan for each risk for which the risk-treatment option is to either:
- a. reduce the likelihood and/or reduce the consequence; or
 - b. avoid the risk by changing the design of the SSol to enable such avoidance to occur,
- with the aim of demonstrating that these risk-treatment plans, once implemented, will be sufficient to ensure that the SSol will be ASARP.
- 6.2.4.2** Each risk-treatment plan shall include:
- a. the position responsible within the Contractor's or supplier's organisation;
 - b. a brief description of the required scope of work;
 - c. the envisaged schedule for implementation, including the associated milestones;
 - d. the likely resources;
 - e. the envisaged cost; and
 - f. any other relevant information (eg, implementation risks and verification activities).
- 6.2.5 Residual Risk Exposure**
- 6.2.5.1** The CSCR shall record whether the residual risk exposure associated with each Cyber Supply Chain risk has been accepted by the Commonwealth in support of:
- a. if applicable, ICT Security Authorisation for the SSols (or elements thereof); and
 - b. cyber Security Authorisation for the SSols (or elements thereof).
- 6.2.5.2** The record of risk acceptance required under clause 6.2.5.1 shall include:
- a. the Contractor's risk acceptance authority by title and organisation, and date of acceptance;
 - b. the Commonwealth authority's concurrence or non-concurrence, as applicable, by title and organisation, and date of risk acceptance; and
 - c. identification details for the signed risk acceptance document(s).

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-CSCR-V5.3

2. TITLE: CYBER SECURITY CASE REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Cyber Security Case Report (CSCR) documents a comprehensive evaluation, at the time of the report, of the cyber threats and system vulnerabilities and their associated risks prior to test or operation of a Security System-of-Interest (SSoI), following system modification, or prior to the Acceptance of an SSoI (or element thereof). A CSCR may address multiple SSoIs if this is efficient and practicable.

3.2 The CSCR, including by reference to other security-related data items (which in totality form the 'Cyber Security Case'), identifies the cyber threats, associated risks, and measures to ensure that cyber threats have been either eliminated or their potential effects minimised so that the SSoI (or element thereof) is assessed to be As Secure As Reasonably Practicable (ASARP) – in summary, all of the evidence needed to demonstrate that the cyber-related Security Outcomes have been, or will be¹, met. The CSCR documents the consultation outcomes between the Commonwealth and Contractor and formal risk acceptance decisions made.

3.3 The Contractor uses the CSCR to present an argument, supported by a body of evidence, to demonstrate that, for an SSoI (or element thereof):

- a. when used in relation to the Acceptance of Supplies, the SSoI (or element thereof) is ASARP and can be operated under a known threat environment with an acceptable level of risk of performance degradation due to cyber attack, as the cyber-related Security Outcomes have been, or will be, met;
- b. the applicable Defence and Government cyber-security requirements, including in relation to relevant Security Authorisations, design rules, standards, and codes of practice, have been satisfied and the residual security risks are acceptable; and
- c. the confidentiality, integrity and availability of the SSoI (including the data processed, stored and/or communicated electronically or by similar means by the SSoI) can be maintained during operations.

3.4 The Commonwealth uses the CSCR for an SSoI (or element thereof):

- a. to determine that the cyber threats to Defence operations and system integrity have been identified and that the cyber-related Security Outcomes have been, or will be, met;
- b. when applicable, as a basis for evaluating system security prior to the Acceptance of Supplies;
- c. as the principle justification for assessing that risk of compromise from cyber attack has been mitigated to an 'acceptable level' based on the robustness of the arguments underpinning the CSCR; and
- d. as the basis for assessing and managing cyber-security risks throughout the life-cycle of an SSoI.

4. INTER-RELATIONSHIPS

4.1 The CSCR is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Contractor Engineering Management Plan (CEMP);

¹ Reference to 'will be' acknowledges that some measures can only be established through Defence processes and training.

- c. Materiel System Security Management Plan (MSSMP); and
- d. In-Service Security Management Plan (ISSMP).

4.2 The CSCR inter-relates with the following data items, where these data items are required under the Contract:

- a. Cyber Supply Chain Risk Plan (CSCR);
- b. the security-related data items required for physical security, Emanation Security (EMSEC), and Information and Communications Technology (ICT) security; and
- c. Verification and Validation (V&V) data items, such as the V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), Acceptance Test Plans (ATPs), and Acceptance Test Reports (ATRs).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Governing Security Documents (see the Glossary for the definition of this term)

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the CSCR shall summarise these aspects and refer to the other data item as part of the body of evidence.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The CSCR shall comprise a comprehensive and structured body of evidence that demonstrates, by reasoned argument, that an SSol is suitable for Acceptance with respect to cyber security.

6.2.1.2 The CSCR shall include an executive summary.

6.2.1.3 Subject to clause 6.1.2, the CSCR shall provide a description of the SSol(s) to which the Cyber Security Case relates, including:

- a. the applicable configuration(s), roles, functions and environments, system boundaries, Targets of Security Assessment (ToSAs), major and security-critical Digitally Enabled Systems and Equipment (DESE) and Software, and areas of cyber-security risk that are worthy of particular attention; and
- b. where relevant, any interfaces and interactions with other systems and personnel that may present cyber-security interface risks that cannot be managed by a single Contractor or Commonwealth entity.

6.2.2 System Security Program

6.2.2.1 The CSCR shall provide a description of the system security program employed by the Contractor to provide assurances as to the integrity of the process used to develop and update the Cyber Security Case, including the Contractor's current assessment of cyber maturity against the Defence Cyberworthiness System (DCwS).

6.2.2.2 The description of the system security program shall summarise the analyses performed to achieve the cyber-related Security Outcomes, including:

- a. a summary of the system security engineering and management processes employed to meet the cyber security-related requirements of the Contract, with explicit reference to the quality procedures employed;
- b. a summary of the Cyber Security Assurance Basis, if one is required by the Contract;
- c. the overarching approach and procedural requirements to ensure the authenticity of materiel through the Cyber Supply Chain (as part of both the acquisition phase and the in-service phase);
- d. details of relevant Security Authorisations; and
- e. the responsibilities and accountabilities of Key Persons involved in the system security program.

6.2.2.3 The CSCR shall summarise the requirements, criteria and methodology used to classify and rank cyber threats, including any assumptions on which the criteria or methodologies were based or derived including the definitions for the cyber threat risk indices and of acceptable risk. Where data for extant subsystems, components and interfaces were incorporated into the analysis, the CSCR shall summarise how that existing data was validated and, if necessary, adapted for the configuration(s), role and environment applicable to an SSol (or element thereof).

6.2.3 SSol Cyber-Security Assessment

6.2.3.1 The CSCR shall demonstrate, through assessment based on Objective Evidence, how an SSol achieves the cyber-security requirements specified under the Contract, the requirements of relevant Australian legislation, codes of practice, civil and Defence regulatory requirements, and applicable design and safety standards.

6.2.3.2 The CSCR shall contain the Objective Evidence used to demonstrate that the cyber-related Security Outcomes for an SSol have been, or will be, met, including:

- a. a list of all cyber security-related risks with a residual (ie, post-treatment) risk level of medium or above, or as otherwise defined in the Approved MSSMP or the Approved ISSMP, as applicable;
- b. subject to clause 6.1.2, the cyber threats against which the analyses and risk assessments were undertaken;
- c. subject to clause 6.1.2, results of any cyber threat analyses conducted;
- d. subject to clause 6.1.2, the details of any calculations, analyses, tests or examinations necessary to demonstrate that the cyber-related Security Outcomes have been, or will be, met, including the actions undertaken to:
 - (i) identify cyber threats that could give rise to risks to the confidentiality, classification, availability and/or integrity of information and data processed, stored and/or communicated electronically or by similar means by the SSol;
 - (ii) identify cyber threats that could give rise to risks to operational effectiveness and/or achieving the Safety Outcome;
 - (iii) evaluate the actions taken to eliminate the cyber threats and associated risks to cyber security so that the SSol is assessed as ASARP; and
 - (iv) validate the performance of cyber security controls;
- e. subject to clause 6.1.2, recommendations applicable to cyber threats at, or caused by, the interface between the SSol and other system(s), where applicable;
- f. evidence that all applicable Security Authorisations and necessary security-related compliance assurance activities, as required by applicable security authorities, have been met;
- g. a list of all pertinent reference materials including reports, standards and regulations, specifications and requirements documents, design documentation, and operating, maintenance and other manuals, including the Approved ISSMP and Approved SSOPs;

- h. subject to clause 6.1.2, evidence to demonstrate that the Cyber Supply Chain's contribution to cyber security has been assessed, and that policies and procedures for continued Cyber Supply Chain assurance have been generated; and
- i. subject to clause 6.1.2, any additional supporting evidence reasonably required by the Commonwealth for the purposes of demonstrating that the cyber-related Security Outcomes for the SSol have been, or will be, met.

6.2.3.3 The CSCR shall contain a summary statement, signed by the Contractor's technical authority, declaring that the cyber-related Security Outcomes for an SSol have been met and the SSol is ready to undergo test, to operate, or to otherwise proceed into the next phase of its life cycle.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SOL-DCERT-V5.3**
- 2. TITLE: DESIGN CERTIFICATE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Design Certificate (DCERT) is the document that certifies that a design conforms to the specified design requirements (with the exception of any items quoted on the DCERT) and is compliant with statutory obligations. The DCERT either includes, or refers to, the objective evidence necessary to support the claims of conformance.
 - 3.2** The Contractor uses the DCERT to enable the individual approving each design or design change to certify that the design meets the contractual and statutory requirements and provide the certification required by any applicable ADF regulatory / assurance framework.
 - 3.3** The Commonwealth uses the DCERT to provide confidence that a design meets the stated requirements, that the risks associated with a design are defined and have been controlled, and that the designer has addressed statutory obligations including the duties of a designer in accordance with Section 22 of the *Work Health and Safety Act 2011 (Cth)*.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The DCERT inter-relates with the following data items, where these data items are required under the Contract:
 - a. System Specification (SS) for a Mission System, or specification for a modification;
 - b. Support System Specification (SSSPEC);
 - c. System Architecture Description (SAD);
 - d. design documents; and
 - e. Acceptance Verification and Validation (AV&V) data items.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

| | |
|---------------------------|--|
| AAP 8000.011 | Defence Aviation Safety Regulations (DASR) |
| ANP3411-0101 | Navy Materiel Assurance Publication |
| LMSM | Land Materiel Safety Manual |
| DEOP 100 Vol 2 Pt2 Chap 3 | Explosive Ordnance Safety Regulations |
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The data item shall comply with any formatting requirements specified in the applicable ADF regulatory / assurance framework manual specified in the Statement of Work (SOW).
 - 6.2 Specific Content**

 - 6.2.1 Identification of Certified Product**
 - 6.2.1.1** The DCERT shall identify the product to which the DCERT applies, including:
 - a. item name;
 - b. NATO Stock Number (NSN), if applicable;

- c. manufacturer's code (ie, the NATO Commercial and Government Entity (NCAGE) code);
- d. manufacturer's part / reference number; and
- e. any additional information required to ensure that the product identification is clear and unambiguous.

6.2.2 Design Requirements and Evidence of Conformance

6.2.2.1 The DCERT shall include:

- a. an index of the specifications / requirements, including applicable standards, against which the design was developed;
- b. an index of the design documentation;
- c. an index of the documentation that Verifies that the design conforms with the design requirements;
- d. confirmation of successful completion of all Acceptance V&V activities required under the Contract;
- e. details of any applicable ADF regulatory / assurance framework;
- f. certification that, except for any exceptions listed on the design certificate in accordance with subclause g, the design, or design change:
 - (i) conforms with the design requirements;
 - (ii) is suitable for use in the intended environment and operating scenarios as documented in the Operational Concept Document or Operational and Support Concept (as applicable to the Contract); and
 - (iii) that all calculations made during the course of the design are warranted correct;
- g. a list of exceptions from the design requirements;
- h. certification that the designer has met any statutory obligations including the further duties of a designer in accordance with Section 22 of the *Work Health and Safety Act 2011 (Cth)*; and
- i. details of the registration of any design or item requiring registration under Part 5.3 of the *WHS Regulations 2011 (Cth)*.

6.2.2.2 The DCERT shall include additional evidence reasonably required by the Commonwealth Representative, the *Work Health and Safety Act 2011 (Cth)*, and any ADF regulatory / assurance framework authority, in support of the requirements of clauses 6.2.2.1 and 6.2.4.

6.2.3 Issuing Authority

6.2.3.1 The DCERT shall identify the name and authority held by the individual approving the design, and the name and address of the company to which the individual belongs.

6.2.3.2 The DCERT shall be jointly signed by:

- a. the individual approving the design, as authorised by the Contractor and in accordance with any applicable ADF regulatory / assurance framework requirements; and
- b. the Contractor Representative.

6.2.4 ADF Regulatory / Assurance Framework Requirements

6.2.4.1 When a system certification program is required under the Contract, the DCERT shall include any additional supporting evidence required by the applicable ADF regulatory / assurance framework publication, as listed in clause 5.1 and specified in the SOW (including specifications), and the Approved governing plan for the system certification program.

DATA ITEM DESCRIPTION

1. **DID NUMBER: DID-ENG-SOL-ESCP-V5.3**
2. **TITLE: EMANATION SECURITY (EMSEC) CONTROL PLAN**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 The Emanation Security (EMSEC) Control Plan (ESCP) sets out the Contractor's plan to reduce the assessed risks arising from the potential exploitation by non-Defence parties of compromising emanations produced by the Mission System. The ESCP addresses the assessed risks through the management of the spatial environment and installation methods used for systems processing classified information above PROTECTED.

Notes:

 - ***The EMSEC Threat Level (ETL) is stated within the Project EMSEC Threat Assessment (ETA), which is produced by Australian Signals Directorate (ASD) in accordance with ACSI 71D. A Project TEMPEST Requirements Statement (TRS) may also be produced by ASD, which provides guidance on the EMSEC installation requirements for the Mission System that will enable it to meet EMSEC testing required by ASD, given the assessed risk levels. The level and depth of the design-related and installation-related information provided in the ESCP are shaped by the guidance contained within the Project ETA and, if applicable, the Project TRS. Due to the classified nature of TEMPEST testing, the Commonwealth normally conducts this testing.***
 - ***The Contractor prepares the ESCP under guidance from the Commonwealth Representative and the Commonwealth submits the document to the Certification authority in support of the EMSEC Certification and Accreditation of the Mission System.***
 - 3.2 The Contractor uses the ESCP as one of the EMSEC artefacts:
 - a. to detail the design and installation methods to be used to reduce or eliminate compromising emanations produced by the Mission System;
 - b. to advise the Commonwealth and the associated Certification and Accreditation authorities, as prescribed by ASD, of the design and installation methods implemented to address the risks associated with the potential exploitation of compromising emanations; and
 - c. to provide assurance to the Commonwealth that the Contractor's EMSEC activities will enable the security requirements for the Mission System to be achieved.
 - 3.3 The Commonwealth uses the ESCP:
 - a. to gain assurance that EMSEC considerations are taken into account during the design and installation activities for the Mission System;
 - b. to understand and evaluate the Contractor's approach to meeting the EMSEC requirements of the Contract as part of the system security program;
 - c. to identify and understand the Commonwealth's involvement in the Contractor's EMSEC program, including the monitoring of the Contractor's program;
 - d. as an input to its own planning for the project, including in relation to attaining Certification and/or Accreditation for the Mission System; and
 - e. as one of the suite of EMSEC artefacts provided to the relevant Defence authorities as part of obtaining Certification and/or Accreditation for the Mission System.

4. INTER-RELATIONSHIPS

- 4.1 The ESCP is subordinate to the following data items, where these data items are required under the Contract:
- Systems Engineering Management Plan (SEMP);
 - Contractor Engineering Management Plan (CEMP);
 - Materiel System Security Management Plan (MSSMP); and
 - In-Service Security Management Plan (ISSMP).
- 4.2 The ESCP inter-relates with the following data items, where these data items are required under the Contract:
- the security-related data items required under the Contract;
 - the safety-related design artefacts (eg, Safety Case Report (SCR));
 - Mission System Technical Documentation Tree (MSTDT); and
 - Verification and Validation Plan (V&VP).

5. APPLICABLE DOCUMENTS

- 5.1 The following documents form a part of this DID to the extent specified herein:

Note to drafters: Amend the list of Applicable Documents to suit the requirements of the Contract. Do not include the documents included within the 'Governing Security Documents'.

| | |
|---|---|
| Governing Security Documents | (see the Glossary for the definition of this term) |
| ACSI 71D | Australian Communications Security Instruction – Emanation Security Manual |
| ACSI 61D | Australian Communications Security Instruction – Emanation Security Installation Manual |
| DEF(AUST) 5000, Volume 6, Part 2, Section 12, Issue 2 | Emanation Security |
| Project ETA | Project EMSEC Threat Assessment |
| Project TRS | Project TEMPEST Requirements Statement (if a Project TRS is required for the project) |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
- 6.1.3 The ESCP shall be classified in accordance with the requirements of the Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC, but shall not be classified lower than OFFICIAL: SENSITIVE.

6.2 Specific Content

6.2.1 Introduction

- 6.2.1.1 The ESCP shall provide a brief overview of the purpose and background of the project and the Mission System.

- 6.2.1.2** The ESCP shall:
- a. set out the aim of the ESCP;
 - b. set out the scope of the ESCP, including the applicable information from Sections 1 and 2 of ACSI 71D and Sections 1 and 2 of ACSI 61D;
 - c. provide a description of the Mission System in the form of a block diagram with signal flow paths;
 - d. provide a brief description of EMSEC and EMSEC control, including how EMSEC control management is to be conducted for the project; and

Note to drafters: Amend the following clause if PURPLE is not applicable to the Contract.

- e. describe how conventions such as BLACK, RED and PURPLE (Classification Domains) will be used throughout the document.

6.2.2 Organisation and Management

6.2.2.1 To the extent not already addressed in the Approved governing plan (eg, SEMP, MSSMP or ISSMP), the ESCP shall describe the roles and responsibilities of the main personnel involved in the EMSEC program, including:

- a. Contractor EMSEC Control Officer (appointed by the Contractor); and
- b. Delivery Group EMSEC Control Officer (appointed by the Commonwealth).

6.2.3 General Requirements

6.2.3.1 The ESCP shall provide a summary of the EMSEC requirements to be met by the Mission System, including:

- a. the requirements contained in the Specification(s) at Annex A to the SOW;
- b. the requirements derived from the applicable documents identified at clause 5.1; and
- c. any other requirement sources used by the Contractor.

6.2.3.2 The ESCP shall include a table that provides the allocation of the required controls, as derived from the applicable documents identified at clause 5.1, to the entity responsible for the implementation of that control (eg, Contractor or Commonwealth).

6.2.3.3 The ESCP shall identify and describe the EMSEC-related Technical Data that will be produced and/or delivered as part of the EMSEC program.

6.2.4 Design Concepts

6.2.4.1 The ESCP shall describe the design concepts that have been followed for the Mission System to ensure that the system complies with EMSEC requirements identified pursuant to clause 6.2.3.1 of this DID. Design concepts that should be considered include:

- a. those set out in the Project TRS (if applicable);
- b. those set out in Sections 3-5 of ACSI 61D; and
- c. the following specific issues:
 - (i) physical design of the controlled space;
 - (ii) pipe work;
 - (iii) Heating, Ventilation and Air Conditioning (HVAC);
 - (iv) controlled space personnel access points;
 - (v) controlled space penetration points;
 - (vi) measures to minimise Electromagnetic Interference (EMI) and maximise Electromagnetic Compatibility (EMC);
 - (vii) equipment and material selection, including cable design characteristics;

Note to drafters: Amend the following clause if PURPLE is not applicable to the Contract.

- (viii) BLACK, RED and PURPLE domains;
- (ix) physical and electrical segregation, separation and isolation of equipment;
- (x) grounding and bonding;
- (xi) Radiofrequency (RF) earth management;
- (xii) EMSEC controls for emission and conduction; and
- (xiii) ICT equipment in TOP SECRET areas meets industry and government standards relating to EMI/EMC.

6.2.5 Installation Concepts

6.2.5.1 The ESCP shall describe the installation procedures and policies to be followed during the build phase of the Mission System to ensure that the system complies with EMSEC requirements identified pursuant to clause 6.2.3.1 of this DID. Installation concepts that should be considered in this section include:

- a. those set out in the Project TRS (if applicable);
- b. those set out in Sections 3-5 of ACSI 61D; and
- c. the following specific issues:
 - (i) HVAC distribution;
 - (ii) cable distribution, isolation and routing;
 - (iii) cable design characteristics and modifications;
 - (iv) EMC, EMI and Radiation Hazards (RADHAZ);
 - (v) physical and electrical segregation, separation and isolation of equipment;
 - (vi) screening;
 - (vii) penetration;
 - (viii) filtering;
 - (ix) isolators;
 - (x) RF earthing via an RF earth tree diagram; and
 - (xi) logical system cable flows.

Note: The physical implementation of the EMSEC Control System is detailed in a series of Annexes as described below and are to be completed as the design progresses. The Contractor EMSEC Control Officer is to add any additional Annexes they deem necessary to facilitate the Verification process.

6.2.6 Annex A – Screened Compartment Implementation or Alteration

6.2.6.1 This Annex shall detail any new screened compartments that are required to be constructed and any existing screened compartment that requires alteration for the implementation of the Mission System.

6.2.6.2 This section shall describe how the attenuation characteristics of secure areas will not be degraded by the installation of systems and equipment into the Mission System (eg, through use of EMI/EMC penetrations/filters etc).

6.2.6.3 This Annex shall detail at least the following:

- a. construction requirements;
- b. personnel access point;
- c. HVAC access points;
- d. power access points; and

- e. cable input / output access points.

6.2.7 Annex B – EMSEC Installation Directives

6.2.7.1 This Annex shall describe boundaries of all secure areas affected by the installation of systems and equipment into the Mission System. This will detail the boundaries of the following areas, including diagrams where applicable:

- a. physical controlled space boundary; and
- b. physical EMSEC boundary.

6.2.8 Annex C – Component Data Pack

6.2.8.1 This Annex shall contain the data files for the systems and equipment installed into the Mission System, which are used to ensure that the Mission System complies with the EMSEC requirements.

6.2.8.2 Components data sheets contained in this annex should include:

- a. power filter data sheets;
- b. telephone filter data sheets;
- c. HVAC waveguide ventilating panels; and
- d. EMC penetration glands.

6.2.9 Annex D – EMSEC Cable Register

6.2.9.1 This Annex shall detail all cables, listing the cable number, cable type and classification that enter or exit any controlled space within the Mission System.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-MSA-V5.2

2. TITLE: MATERIEL SAFETY ASSESSMENT

3. DESCRIPTION AND INTENDED USE

3.1 The Materiel Safety Assessment (MSA) provides evidence of safety hazards and their associated risks, and how they have been eliminated or treated, prior to test or operation of the system, following system modification, or prior to Acceptance of the applicable Supplies (ie, physical items including Mission Systems and applicable Support System Components, as applicable to the Contract). The MSA, including by reference to other safety related data items, identifies the hazards, associated risks, and measures to ensure that hazards have been eliminated so far as is reasonably practicable or, if it is not reasonably practicable to eliminate hazards, the measures to eliminate (or, otherwise, minimise) the associated risks so far as is reasonably practicable – in summary, all of the evidence required to demonstrate that the Materiel Safety requirements of the Contract have been, or will be¹, met.

3.2 The Contractor uses the MSA to present an argument that:

- a. when used in relation to the Acceptance of Supplies, the applicable Supplies are safe for the purpose or purposes contemplated by the Contract;
- b. applicable safety requirements, including relevant Australian legislation, design rules, standards and codes of practice have been satisfied; and
- c. the safety requirements established by any applicable certification authorities have been satisfied.

3.3 The Commonwealth uses the MSA:

- a. to determine that the hazards and risks to health and safety have been identified and that Safety Outcomes have been, or will be, met;
- b. to determine that the associated certification requirements have been satisfied;
- c. when applicable, as a basis for evaluating the applicable Supplies prior to the Acceptance of those Supplies;
- d. to obtain the necessary safety certifications from Defence regulatory and safety authorities; and
- e. as a basis for assessing and managing the health and safety risks of the applicable Supplies.

4. INTER-RELATIONSHIPS

4.1 The MSA inter-relates with the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP); and
- b. Project Management Plan (PMP).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Nil.

¹ Reference to 'will be' acknowledges that some measures can only be established through Defence processes and training.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the data item shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The MSA shall include a summary of the information presented as evidence of Materiel Safety for each item of plant (eg, new or modified equipment), structure and substances (eg, Consumables) delivered under the Contract (the 'applicable Supplies').
- 6.2.1.2** The MSA shall provide a description of the system safety program, including the processes employed by the Contractor to collect and confirm the validity of extant safety related data, to develop the assessment of Materiel Safety for the applicable Supplies.

6.2.2 Materiel Safety Assessment

- 6.2.2.1** The MSA shall contain adequate information to demonstrate the Materiel Safety of each of the applicable Supplies, including:
- a. the purpose for which the item was designed and manufactured, including limits on equipment operation and allowable environmental conditions,
 - b. the results of any calculations, analysis, tests or examinations necessary to demonstrate the Materiel Safety of the applicable Supplies;
 - c. any conditions necessary to ensure that the Materiel Safety of the applicable Supplies is maintained;
 - d. any additional supporting evidence reasonably required by the Commonwealth for the purposes of demonstrating Materiel Safety; and
 - e. evidence that the requirements of relevant Australian legislation and applicable design and safety standards have been met.
- 6.2.2.2** The MSA shall include, for the Mission System subsystems (eg, pressure vessels) and Support System Components (eg, hoists, cranes) included in the Supplies that are, or that contain, items of plant where registration of the design of that plant is required under WHS Legislation, copies of the registration documents provided by the Commonwealth, State or Territory regulator.
- 6.2.2.3** The MSA shall include evidence that all applicable certifications (other than Australian design registration details included in accordance with clause 6.2.2.2) and necessary safety-related compliance assurance activities, as required by the applicable third party regulatory and safety authorities, have been met.

6.2.3 Safety Hazards and Risk Log

- 6.2.3.1** The MSA shall contain, at Annex A, a log of hazards and associated risks to health and safety, including:
- a. hazard identification (eg, radiation leakage from waveguide);
 - b. a description of the hazard and its associated risks to health and safety;
 - c. identification of the relevant item, system element or component of the applicable Supplies;
 - d. if in relation to a Problematic Substance, the log details shall include:

- (i) identification of the Problematic Substance, a cross-reference to the Safety Data Sheet (SDS), which shall be prepared in accordance with DID-PM-HSE-SDS and included as supporting information annexed to the MSA;
 - (ii) the location(s) of the Problematic Substance within the applicable Supplies and/or for use in Maintenance or other support processes; and
 - (iii) the quantity of the Problematic Substance in each location identified under clause 6.2.3.1d(ii);
- e. other applicable factors (eg, equipment configuration, operating environment, system events or modes) when the hazard or risk are present;
- f. identification of the risks associated with each hazard;
- g. treatments that have been implemented to eliminate safety risks and to minimise residual risks where elimination was not reasonably practicable; and
- h. references to information regarding safe practices and other measures relevant to minimising the remaining risks (eg, operator and maintenance manuals, training materials and other references).

6.3 Annexes

Annex A: Safety Hazards and Risk Log

Other Annexes as necessary to provide all Materiel Safety information required by this DID that has not already been provided under another data item in accordance with the Contract.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-SCR-V5.3

2. TITLE: SAFETY CASE REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Safety Case Report (SCR) documents a comprehensive evaluation, at the time of the report, of the mishap and safety hazards and their associated risks prior to test or operation of the system, following system modification, or prior to the Acceptance of Mission Systems and applicable Support System Components. The SCR, including by reference to other system-safety related data items (which in totality form the 'Safety Case'), identifies the hazards, associated risks, and measures to ensure that hazards have been eliminated so far as is reasonably practicable or, if it is not reasonably practicable to eliminate hazards, the measures to eliminate (or, otherwise, minimise) the associated risks so far as is reasonably practicable – in summary, all of the evidence needed to demonstrate that Safety Outcomes have been, or will be¹, met. The SCR documents the consultation outcomes between the Commonwealth and Contractor and formal risk acceptance decisions made.

3.2 The Contractor uses the SCR to present an argument, supported by a body of evidence, to show that:

- a. when used in relation to the Acceptance of Supplies, the Materiel System is safe for the purposes which are expressly stated, as Safety Outcomes have been met;
- b. the applicable safety requirements, including relevant Australian legislation, design rules, standards, and codes of practice, have been satisfied; and
- c. the safety requirements established by any applicable certification authorities have been satisfied.

3.3 The Commonwealth uses the SCR:

- a. to determine that the system hazards to health and safety have been identified and that Safety Outcomes have been, or will be, met;
- b. to determine that the associated certification requirements have been satisfied;
- c. when applicable, as a basis for evaluating Materiel Safety prior to the Acceptance of Supplies;
- d. to obtain necessary safety certifications from Defence regulatory and safety authorities; and
- e. as the basis for assessing and managing health and safety risks throughout the system's life-cycle.

4. INTER-RELATIONSHIPS

4.1 The SCR inter-relates with the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP);
- b. Systems Engineering Management Plan (SEMP);
- c. System Safety Program Plan (SSPP);
- d. In-Service Materiel Safety Plan (IMSP);
- e. Software Management Plan (SWMP);
- f. Hazard Analysis Report (HAR); and

¹ Reference to 'will be' acknowledges that some measures can only be established through Defence processes and training.

- g. Hazard Log (HL).

5. APPLICABLE DOCUMENTS

- 5.1 The following documents form a part of this DID to the extent specified herein:

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the SCR shall summarise these aspects and refer to the other data item as part of the body of evidence.
- 6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

- 6.2.1.1 The SCR shall comprise a comprehensive and structured body of evidence that demonstrates, by reasoned argument, that the delivered Materiel System is suitable for Acceptance with respect to Materiel Safety.
- 6.2.1.2 The SCR shall include an executive summary.
- 6.2.1.3 Subject to clause 6.1.2, the SCR shall provide a description of the Materiel System to which the Safety Case relates, including:
- a. the applicable configuration(s), roles, functions and environments, system boundaries, major and safety-critical components and areas of safety-related risk that are worthy of particular attention; and
 - b. where relevant, any interfaces and interactions with other systems and personnel that may present safety-related interface risks that cannot be managed by a single Contractor or Commonwealth entity.

6.2.2 System Safety Program

- 6.2.2.1 The SCR shall provide a description of the system-safety program employed by the Contractor to provide assurances as to the integrity of the process used to develop and update the Safety Case, including the current assessment of Materiel Safety.
- 6.2.2.2 The description of the system-safety program shall summarise the analyses performed to achieve Safety Outcomes, which is to include:
- a. the safety engineering and safety management processes employed to meet the safety-related requirements of the Contract;
 - b. internal and external audits conducted during the development of the Supplies to provide assurances that the system-safety management system was implemented as defined;
 - c. details of relevant design and safety certificates or licences; and
 - d. the responsibilities and accountabilities of Key Persons involved in the safety engineering and safety management program.
- 6.2.2.3 The SCR shall summarise the requirements, criteria and methodology used to classify and rank hazards, including any assumptions on which the criteria or methodologies were based or derived including the definitions for the hazard risk indices and of acceptable risk. Where data for extant subsystems, components and interfaces were incorporated into the analysis, the SCR shall summarise how that existing data was validated and, if necessary, adapted for the configuration, role and environment applicable to the Materiel System.

6.2.3 Materiel Safety Assessment

6.2.3.1 The SCR shall demonstrate, through assessment based on objective quality evidence, how the Materiel System achieves safety-related requirements specified under the Contract, the requirements of relevant Australian legislation, codes of practice, civil and Defence regulatory requirements, and applicable design and safety standards.

6.2.3.2 The SCR shall contain the objective quality evidence used to demonstrate Materiel Safety including:

- a. a list of all safety-related risks with a residual (ie, post-treatment) risk level (as documented in the hazard risk index) of medium or above, or as otherwise defined in the Approved SSPP;
- b. subject to clause 6.1.2, the Hazard Log;
- c. subject to clause 6.1.2, results of the hazard analyses conducted;
- d. subject to clause 6.1.2, the details of any calculations, analyses, tests or examinations necessary to demonstrate that Safety Outcomes have been, or will be, met including the actions undertaken to:
 - (i) identify system hazards that could give rise to risks to health and safety, and the associated risks to health and safety;
 - (ii) evaluate the actions taken to eliminate the hazards and associated risks to health and safety so far as is reasonably practicable and, where elimination is not reasonably practicable, to minimise the associated risks to health and safety so far as is reasonably practicable; and
 - (iii) validate safety criteria, requirements and analyses;
- e. subject to clause 6.1.2, recommendations applicable to hazards at, or caused by, the interface between the Supplies and other system(s), where applicable;
- f. for the Mission System subsystems (eg, pressure vessels) and Support System Components (eg, hoists, cranes) included in the Supplies that are or that contain items of plant where registration of the design of that plant is required under WHS Legislation², copies of the registration documents provided by the Commonwealth, State or Territory regulator;
- g. evidence that all applicable certifications (other than Australian design registration details included in the SCR in accordance with clause 6.2.3.2f) and necessary safety-related compliance assurance activities, as required by applicable third party regulatory and safety authorities, have been met;
- h. a list of all pertinent reference materials including reports, standards and regulations, specifications and requirements documents, design documentation, Safety Data Sheets, and operating, maintenance and other manuals; and
- i. subject to clause 6.1.2, any additional supporting evidence reasonably required by the Commonwealth for the purposes of demonstrating Materiel Safety.

6.2.3.3 The SCR shall contain a summary statement, signed by the Contractor's technical authority, declaring that the system's Materiel Safety requirements have been met and the system's readiness for test, to operate or to otherwise proceed to the next phase of its life cycle.

² Refer to Part 5.3 of the *WHS Regulations 2011* (Cth).

DATA ITEM DESCRIPTION

1. **DID NAME: DID-ENG-SOL-SRMP-V5.3**
2. **TITLE: SECURITY RISK MANAGEMENT PLAN**
3. **DESCRIPTION AND INTENDED USE**

- 3.1 The Security Risk Management Plan (SRMP) is used to identify and track threats to Information and Communications (ICT) security and cyber security, the associated risk assessments, the risk treatment options, and the existing and proposed risk controls associated with a Security System-of-Interest (SSoI) (eg, the Mission System), including during development, Verification and Validation (V&V), commissioning, operation and support, so that Defence is able to understand the level of risk exposure posed by the system. The Approved governing plan (eg, Materiel System Security Management Plan (MSSMP) or In-Service Security Management Plan (ISSMP)) provides the plan and associated processes for managing the risks associated with ICT security and cyber security, while the SRMP addresses only the risk assessment aspects of ICT/cyber-security risk management for the Targets of Security Assessment (ToSAs) for a SSoI. This includes the Digitally Enabled Systems and Equipment (DESE) within each SSoI.

Note: This DID has been written on the basis that all ToSAs for a SSoI will be addressed within a single SRMP (including when the ToSA and the SSoI are one and the same). Where this is not the case, such as may occur for larger Mission Systems (eg, aircraft or ship), the requirements of the DID should be interpreted in the context of the set of SRMPs and associated ToSAs. The ToSAs are either identified in the Approved governing plan or in the System Security Plan(s) (SSP(s)) for a SSoI.

- 3.2 The SRMP serves two purposes:
 - a. during the design and implementation phases for a SSoI, it provides a supporting artefact for the design process, describing the risk assessment and proposed risk treatments for the identified threats, to demonstrate that the ICT/cyber-security controls are suitable and sufficient and the SSoI is likely to be assessed to be As Secure As Reasonably Practicable (ASARP); and
 - b. during the Security Authorisation assessment phases for a SSoI, it provides a consolidated reference or summary of the risk basis underpinning the ICT/cyber-security controls that have or have not been implemented, and is one of the artefacts for obtaining the required Security Authorisations for ICT security and cyber security.
- 3.3 The Contractor uses the SRMP:
 - a. to document the ICT/cyber-security threats and associated risk assessments for a SSoI;
 - b. to document the risk-treatment options and associated plans, the existing and proposed risk controls, the controls not implemented and not proposed to be implemented, and the residual risk exposure;
 - c. to advise the Commonwealth and the ICT and cyber Security Authorisation assessor(s) of the ICT/cyber-security threat and risk assessments associated with a SSoI/ToSA during the design, implementation and assessment phases; and
 - d. as one of the ICT/cyber-security artefacts to provide assurance to the Commonwealth that the Contractor's ICT/cyber-security activities will enable the Security Outcomes for a SSoI to be achieved, particularly to demonstrate that the SSoI/ToSA is ASARP.
- 3.4 The Commonwealth uses the SRMP:
 - a. to understand, assess and manage ICT/cyber-security risks associated with a SSoI, including to review the Contractor's controls for the identified risks and to assist with evaluating whether or not the residual risk is acceptable;
 - b. to understand and evaluate the Contractor's approach to meeting the ICT/cyber-security requirements of the Contract as part of the system security program,

including to understand the Commonwealth's involvement in the Contractor's ICT/cyber-security program;

- c. as an input to its own planning, including to identify any actions arising from the system security program that need to be undertaken by the Commonwealth with regard to the implementation of a SSol; and
- d. as one of the suite of ICT/cyber-security artefacts provided to the relevant security authorities as part of obtaining the required ICT and cyber Security Authorisations for a SSol.

4. INTER-RELATIONSHIPS

4.1 The SRMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Contractor Engineering Management Plan (CEMP);
- c. Materiel System Security Management Plan (MSSMP);
- d. In-Service Security Management Plan (ISSMP);
- e. System Safety Program Plan (SSPP); and
- f. In-service Materiel Safety Plan (IMSP).

4.2 The SRMP inter-relates with the following data items, where these data items are required under the Contract:

- a. System Specification (SS) for each different type of SSol;
- b. the security-related data items required under the Contract (other than those identified under clause 4.1); and
- c. the safety-related data items (eg, Hazard Log and Safety Case Report (SCR) or Materiel Safety Assessment (MSA)).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Note to drafters: Amend the following list of Applicable Documents to suit the requirements of the Contract. Do not include documents that are included within the 'Governing Security Documents'.

| | |
|------------------------------|---|
| Governing Security Documents | (see the Glossary for the definition of this term) |
| NIST CSF 2.0 | National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024 |
| NIST SP 800-30 | Guide for Conducting Risk Assessments, Revision 1, September 2012 |
| NIST SP 800-37 | Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018 |
| NIST SP 800-53 | Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020 |
| NIST SP 800-53A | Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022 |
| NIST SP 800-82 | Guide to Operational Technology Security, Revision 3, September 2023 |
| ISA/IEC 62433 series | Security for Industrial Automation and Control Systems |

ISO/IEC 27005:2022

Information security, cybersecurity and privacy protection –
Guidance on managing information security risks**6. PREPARATION INSTRUCTIONS****6.1 Generic Format and Content**

- 6.1.1** Subject to clause 6.1.2, the data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** Where a SRMP is required for an ICT Security Authorisation, the format and content requirements for the SRMP shall comply with any template for a SRMP issued by Defence in addition to the content requirements set out in clauses 6.1.3 to 6.1.7 and clause 6.2 of this DID.

Note to drafters: The SRMP implements the risk processes defined in the Approved governing plan. Attention is drawn to the Note to drafters in the MSSMP and ISSMP DIDs, which highlights the implications associated with the selection of either the CASG 5x5 matrix or the PSPF 6x6 matrix as the basis for these risk processes.

- 6.1.3** The SRMP shall be consistent with and, where applicable, comply with the Governing Security Documents. The SRMP shall accord with the risk management framework documented in the Approved governing plan (eg, SEMP, MSSMP or ISSMP), as applicable.
- 6.1.4** Where the Approved governing plan identifies that more than one SRMP will be developed to address the ToSAs within an SSol, each SRMP shall identify the full scope of ToSAs and the associated SRMPs for the SSol, including the relationships between them (if any).
- 6.1.5** While early versions of the SRMP for a SSol may contain threats and risk assessments for one or more components of, or ToSAs for, a SSol, the final version of the SRMP for a SSol shall contain the complete set of threats and associated risk assessments for all ToSAs within the SSol.
- 6.1.6** When the Contract has specified delivery of another data item that contains aspects of the required information, the SRMP should summarise these aspects and refer to the other data item.
- 6.1.7** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content – Part 1

6.2.1 Executive Summary

- 6.2.1.1** The SRMP shall include a system-level summary of the SRMP, including:
- an overview of the ToSAs and the SSol being assessed;
 - a brief description of the risk-assessment process that has been undertaken, cross-referring to the Approved governing plan, as appropriate;
 - a summary table of the threats considered alongside the severity of risk exposures associated with these threats; and
 - the significant conclusions of the SRMP.

6.2.2 Scope

- 6.2.2.1** The SRMP shall define the scope of the threat and risk assessment that has been undertaken, identifying the SSol, the ToSAs addressed by the SRMP, the associated SSP(s), and the SSol assets under threat.
- 6.2.2.2** The SRMP shall identify the stakeholders associated with the SSol and the ToSAs, including the System Owner, project sponsor, acquirer, user, developer, support agencies, and the relevant authorities for each different type of required Security Authorisation.
- 6.2.2.3** The SRMP shall identify any assumptions and constraints associated with the threat and risk assessments conducted for the ToSAs and/or the SSol, including any factors relating

to the SRMP which are assumed but not confirmed and which have constrained the assessment of security risk for the ToSAs/SSoI.

6.2.3 Threat and Risk Assessment

6.2.3.1 The threat and risk assessment elements of the SRMP shall describe how the Applicable Documents listed at clause 5 have been utilised to ensure that the SRMP will achieve the purposes and required outcomes set out in clause 3.

6.2.3.2 The SRMP shall describe the threat identification and modelling methodology applied (eg, attack trees, MITRE ATT&CK® framework, STRIDE¹ threat model, context analysis, operational scenario analysis, or a combination of methodologies), including the use of threat intelligence sources and reporting.

Note: In addressing the following requirement, the SRMP only needs to address the most applicable threats relevant to the SSoI (or element thereof) and its operating context. The analysis should be informed by both cyber threat intelligence reporting and knowledge of the SSoI design and the associated operational and support concepts.

6.2.3.3 The SRMP shall identify and describe the threats applicable to the scope of the assessment addressed through the SRMP, including identifying the risk threat profile that will help to predict potential future attacks and/or attack trends applicable to the SSoI.

6.2.3.4 The SRMP shall address ICT/cyber-security risks in relation to:

- a. confidentiality, integrity and availability of systems and data; and
- b. the cyber-security functions of Identify, Protect, Detect, Respond and Recover (as these terms are defined in NIST CSF 2.0).

6.2.3.5 For each identified threat, the SRMP shall include the following information:

- a. threat title and unique identifier;
- b. threat description, including threat type and characteristics, including the causes of the threat (ie, what needs to occur for the threat to eventuate);
- c. threat source(s) (ie, the sources (malicious or otherwise) likely to realise the threat, including the actors or agencies behind the threat (if known));
- d. asset(s) affected (ie, which systems, subsystems and assets identified in the 'scope' section are vulnerable to the threat), including any potential downstream or upstream implications for other systems that interact with, or interface to, the SSoI/ToSA;
- e. overview (ie, a short description of how the threat sources and affected assets link to the threat for the ToSAs/SSoI, including how the threat accesses or compromises the system, subsystem or asset, or what circumstances, phases or locations does the threat present itself);
- f. likelihood of occurrence;
- g. consequence of realisation in terms of confidentiality, integrity and availability of systems and data, and the impacts of these consequences on the mission, safe operation of the ToSAs/SSoI, information security, or some other function or combination of functions;

Notes:

a. **The information provided in response to the following requirement will evolve as the design and implementation of the ToSA/SSoI progresses (ie, as a control to be implemented becomes an existing control).**

b. **The Approved SSP will identify the publications from which the controls have been derived, which will include the ISM and DSPF and any complementary publications (eg, NIST SP 800-82 or ISA-62443 series) agreed by the Commonwealth.**

- h. controls to be incorporated, including:
 - (i) existing controls (ie, the controls already implemented in the ToSA/SSoI);

¹ STRIDE is an acronym for six threat categories: Spoofing identity, Tampering with data, Repudiation threats, Information disclosure, Denial of service and Elevation of privileges

- (ii) other controls that the Contract intends to implement, either fully or partially;
- (iii) other available controls that the Contractor does not intend to implement (either fully or partially),

as set out in the associated SSP(s), including the Contractor's assessment as to whether the controls are effective at managing the threats/risks to the SSol;

- i. resultant risk exposure;
- j. treatment option (ie, acceptance, reduction, transfer or avoidance);
- k. treatment recommendation(s);
- l. residual likelihood of occurrence after the identified treatment recommendations, which involve implementation actions, have been implemented;
- m. residual consequence of realisation after the identified treatment recommendations, which involve implementation actions, have been implemented; and
- n. residual risk exposure.

6.2.3.6 For all threats that affect the safe operation and/or support of the SSol, the risk assessments and associated controls for these threats shall be entered into the Hazard Log element of the SCR/MSA, and managed in accordance with the Approved SSPP. The SRMP shall identify the specific ICT/cyber threats and risk assessments that are being managed through the system safety program.

6.2.3.7 The SRMP shall propose security controls for each risk for which the risk-treatment option is to reduce the likelihood and/or reduce the consequence.

6.3 Specific Content – Part 2

Note: During the Security Authorisation assessment phases for a SSol, the following elements of the SRMP will provide input information for the Plan Of Action and Milestones (POAM), which will be developed by the Commonwealth as one of the required artefacts for obtaining the Security Authorisations for ICT security and cyber security.

6.3.1 Risk Treatment Planning

6.3.1.1 The SRMP shall set out the Contractor's risk-treatment plan for each risk for which the risk-treatment option is to either:

- a. reduce the likelihood and/or reduce the consequence; or
- b. avoid the risk, but a change to the design of the SSol is required to enable such avoidance to occur,

with the aim of demonstrating that these risk-treatment plans, once implemented, will be sufficient to ensure that the SSol will be ASARP.

6.3.1.2 Each risk-treatment plan shall include:

- a. the position responsible;
- b. a brief description of the required scope of work;
- c. the envisaged schedule for implementation, including the associated milestones;
- d. the likely resources;
- e. the envisaged cost; and
- f. any other relevant information (eg, implementation risks and Verification activities).

6.3.2 Residual Risk Exposure

6.3.2.1 The SRMP shall record whether the residual risk exposure associated with each threat has been accepted by the Commonwealth in support of:

- a. if applicable, ICT Security Authorisation for the SSols (or elements thereof); and
- b. cyber Security Authorisation for the SSols (or elements thereof).

- 6.3.2.2** The record of risk acceptance required under clause 6.3.2.1 shall include:
- a. the Contractor's risk acceptance authority by title and organisation, and date of acceptance;
 - b. the Commonwealth authority's concurrence or non-concurrence, as applicable, by title and organisation, and date of risk acceptance; and
 - c. identification details for the signed risk acceptance document(s).

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SOL-SSOP-V5.3**
- 2. TITLE: SECURITY STANDARD OPERATING PROCEDURE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** Security Standard Operating Procedures (SSOPs) provide step-by-step guidance to be followed by each different role (eg, system administrator and system operator) required to undertake security-related tasks and processes for a Security System-of-Interest (SSoI) (eg, Mission System) when the SSoI is being operated and sustained. The SSOPs address Information and Communications Technology (ICT) security, cyber security and, if applicable, physical security, and Emanation Security (EMSEC). SSOPs supplement the information provided in the associated System Security Plan(s) (SSP(s)) and the In-Service Security Management Plan (ISSMP) to:
 - a. ensure that all parties involved in operating, supporting and managing a SSoI understand their roles and responsibilities in relation to security;
 - b. assist with mitigating the risks associated with security threats;
 - c. assist with ensuring that security threats and incidents are appropriately managed and the impacts on the operations of a SSoI are minimised; and
 - d. assist with managing and maintaining Security Authorisations over the life of the SSoI.
 - 3.2** The Contractor uses the SSOPs:
 - a. to document the procedures required to undertake security related tasks and processes for a SSoI; and
 - b. as one of the security artefacts to provide assurance to the Commonwealth that the Contractor's security activities will enable the required Security Authorisations for a SSoI to be achieved.
 - 3.3** The Commonwealth uses the SSOPs:
 - a. to gain assurance that the Contractor has a sound security program in place that complies with applicable Government and Defence security requirements and policies;
 - b. to understand and evaluate the Contractor's approach to meeting the security requirements of the Contract as part of the system security program;
 - c. to identify and understand the Commonwealth's involvement in the Contractor's security program, including the monitoring of the Contractor's program;
 - d. as an input to its own planning, including in relation to attaining the required Security Authorisations for the SSoI covered by the SSOPs; and
 - e. as one of the suite of security artefacts provided to the relevant Defence authorities as part of obtaining the required Security Authorisations for a SSoI.
- 4. INTER-RELATIONSHIPS**
 - 4.1** SSOPs are subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP);
 - b. Contractor Engineering Management Plan (CEMP)
 - c. Integrated Support Plan (ISP);

- d. Materiel System Security Management Plan (MSSMP);
- e. In-Service Security Management Plan (ISSMP);
- f. System Safety Program Plan (SSPP); and
- g. In-service Materiel Safety Plan (ISMP).

4.2 SSOPs inter-relate with the following data items, where these data items are required under the Contract:

- a. System Specification (SS) for each different type of SSol;
- b. the security-related data items required under the Contract (other than those identified under clause 4.1 (eg, SSP));
- c. the safety-related data items (eg, Safety Case Report (SCR) and Hazard Log); and
- d. Verification and Validation (V&V) data items, such as the V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), Acceptance Test Plans (ATPs), and Acceptance Test Reports (ATRs).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Governing Security Documents (see the Glossary for the definition of this term)

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 Subject to clause 6.1.2, the data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 Where a set of SSOPs is required for an ICT Security Authorisation, the format and content requirements for the SSOPs shall comply with any template for a SSOP issued by Defence in addition to the content requirements set out in clauses 6.1.3-6.1.5 and clause 6.2 of this DID.

6.1.3 The set of SSOPs for a SSol shall provide sufficient information to satisfy the objectives and purposes set out in clause 3, including to ensure that the information provided in the SSOPs is suitable for the applicable stages of the security design and implementation activities and the Security Authorisation requirements for the SSol.

6.1.4 Each SSOP shall be consistent with and, where applicable, comply with the Applicable Documents identified at clause 5.

6.1.5 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

Note: *Where there are classified aspects to the employment of an SSol that have not been provided to the Contractor (eg, utilisation of the Mission System in a tactical environment), the Commonwealth will need to supplement the SSOPs provided by the Contractor to incorporate this information before the SSOPs are issued for use.*

6.2.1 Scope

6.2.1.1 Each SSOP shall set out the scope of coverage of the SSOP as it relates to the SSol.

6.2.1.2 Each SSOP shall identify the set of SSOPs for a SSol, showing how this SSOP integrates with the set of SSOPs.

6.2.2 Roles

6.2.2.1 The SSOPs shall identify the set of roles that have security responsibilities for the SSol (eg, security manager, security officer, system administrator, system operator and system support staff) to meet the requirements of the SSP and related documents.

6.2.2.2 For each identified role, the SSOPs shall address any specific security-related requirements and/or restrictions, such as identifying:

- a. the security clearance requirements and any security-related restrictions (eg, with respect to dual nationality or particular 'eyes only');
- b. the personnel who are or will be 'authorised' or 'emergency authorised' or who are 'un-authorised' personnel; and
- c. any role-specific restrictions (eg, limitations on duration in roles, whether individuals can perform multiple roles, and conflicting roles).

6.2.3 Procedures

6.2.3.1 The SSOPs shall document the step-by-step requirements and guidance that must be followed by the individuals performing the roles identified through clause 6.2.2 to meet the requirements of the SSP and related documents.

6.2.3.2 In meeting the requirements of clause 6.2.3.1, the set of SSOPs shall address the following procedural requirements, as allocated to each of the identified roles:

- a. physical security aspects, such as:
 - (i) monitoring and managing access control;
 - (ii) identification and management of personnel authorised for entry, distribution and security of physical keys; and
 - (iii) the management and storage of cryptographic keying material;
- b. access and account management;
- c. training, including on-the-job training, in relation to security induction, awareness, responsibilities, incident response, and other matters pertinent to the management, operation and support of the SSol;
- d. security Preventive Maintenance activities (eg, updating anti-virus software; managing removable media; data backup; event log monitoring; and checking the integrity of physical security devices, EMSEC protection measures, and system software);
- e. security Corrective Maintenance activities (eg, recovering from a system failure caused by a security incident);
- f. managing security incidents, including:
 - (i) reporting security incidents; and
 - (ii) ensuring that evidence is protected and not lost, deleted or corrupted;
- g. disaster recovery;
- h. system updates and upgrades, including Software Configuration Management and Software Release management;
- i. supply chain security; and
- j. general security matters applicable to all system users and maintainers, such as:
 - (i) who has responsibility for which aspects of security;
 - (ii) warnings that user's actions may be audited and users will be held accountable for their actions;
 - (iii) guidelines on choosing and protecting passwords;

- (iv) guidelines on enforcing need-to-know on the system;
- (v) what to do in the case of a suspected or actual security incident;
- (vi) the highest level of classified material that can be processed on the system and handling procedures for classified information;
- (vii) start of day/shift/operations;
- (viii) securing the system or workstation when temporarily absent;
- (ix) securing the system or workstation at the end of the day/shift/operations;
- (x) controlling and sanitising media;
- (xi) adding, removing, decommissioning and undertaking destruction of equipment and media;
- (xii) physical data transfer between network enclaves or environments;
- (xiii) labelling, handling and disposing of hardcopy;
- (xiv) preventing overview of data by visitors;
- (xv) what to do for hardware and Software Maintenance; and
- (xvi) other operational and security tasks and activities as allocated by the system managers/authorities.

DATA ITEM DESCRIPTION

1. **DID NAME:** DID-ENG-SOL-SSP-V5.3

2. **TITLE:** SYSTEM SECURITY PLAN

3. **DESCRIPTION AND INTENDED USE**

3.1 The System Security Plan (SSP) describes a Security System-of-Interest (SSoI) (eg, Mission System) and/or its Targets of Security Assessment (ToSAs) from the perspectives of Information and Communications (ICT) security and cyber security. This includes the implementation and operation of security controls, practices and procedures required to secure the SSoI at an acceptable level of risk in accordance with the Governing Security Documents. The SSP is derived by selecting all relevant security controls from the Australian Government Information System Manual (ISM) and the Defence Security Policy Framework (DSPF), with additional security controls based on the security risks identified in the Approved Security Risk Management Plan(s) (SRMP(s)). A SSP is raised for one or more ToSA(s) within a SSoI.

Note: This DID has been written on the basis that all ToSAs for a SSoI will be addressed within a single SSP (including when the ToSA and the SSoI are one and the same). Where this is not the case, such as may occur for larger Mission Systems (eg, aircraft or ship), the requirements of the DID should be interpreted in the context of the set of SSPs and associated ToSAs. The ToSAs are either identified in the Approved governing plan for system security or in the System Overview section of this data item.

3.2 The SSP serves two purposes:

- a. during the design and implementation phases for a SSoI, it provides a supporting artefact for the design process, describing the security architecture and identifying the ICT/cyber-security controls, practices and procedures that are planned to be implemented and identifies any associated operational and support implications; and
- b. during the Security Authorisation assessment phases for a SSoI, it provides a consolidated reference or summary of the ICT/cyber-security controls, practices and procedures that have been implemented, and is one of the required artefacts for obtaining the required Security Authorisations for ICT security and cyber security.

3.3 The Contractor uses the SSP:

- a. to describe a SSoI from a ICT/cyber-security perspective to ensure that the scope of ICT/cyber-security activities is clear to all parties and to assist with the identification of security-related risks and vulnerabilities;
- b. to document the relevant security controls that will be, or have been, implemented (in full or in part) to address the ICT/cyber-security risks for each SSoI;
- c. to describe the implementation and operation of the identified security controls to enable the required ICT and cyber Security Authorisations to be achieved for the SSoI;
- d. to describe the plan to Verify that the implemented controls for a SSoI have been properly implemented and are effective; and
- e. as one of the ICT/cyber-security artefacts to provide assurance to the Commonwealth that the Contractor's ICT/cyber-security activities will enable the ICT/cyber-security requirements for the SSoI to be achieved.

- 3.4** The Commonwealth uses the SSP:
- a. to gain assurance that the Contractor has a sound ICT/cyber-security program in place that complies with applicable Government and Defence security requirements and policies;
 - b. to understand and evaluate the Contractor's approach to meeting the ICT/cyber-security requirements of the Contract as part of the system security program in the SOW;
 - c. to identify and understand the Commonwealth's involvement in the Contractor's ICT/cyber-security program, including the monitoring of the Contractor's program;
 - d. as an input to its own planning for the project, including in relation to attaining the required ICT and cyber Security Authorisations for a SSol; and
 - e. as one of the suite of ICT/cyber-security artefacts provided to the relevant Defence authorities as part of obtaining the required ICT and cyber Security Authorisations for a SSol.

4. INTER-RELATIONSHIPS

- 4.1** The SSP is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Contractor Engineering Management Plan (CEMP);
- c. Materiel System Security Management Plan (MSSMP);
- d. In-Service Security Management Plan (ISSMP);
- e. System Safety Program Plan (SSPP); and
- f. In-service Materiel Safety Plan (IMSP).

- 4.2** The SSP inter-relates with the following data items, where these data items are required under the Contract:

- a. System Specification (SS) for the SSol including, if applicable, the associated Cyber Security Assurance Basis (as a component of this specification);
- b. System Architecture Description (SAD);
- c. Software List (SWLIST);
- d. the security-related data items required under the Contract (other than those identified under clause 4.1);
- e. the safety-related data items (eg, Hazard Log, Safety Case Report (SCR) and Materiel Safety Assessment (MSA)); and
- f. Verification and Validation (V&V) data items, such as the V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), Acceptance Test Plans (ATPs), and Acceptance Test Reports (ATRs).

5. APPLICABLE DOCUMENTS

- 5.1** The following documents form a part of this DID to the extent specified herein:

Note to drafters: Amend the following list of Applicable Documents to suit the requirements of the Contract. Do not include documents that are included within the 'Governing Security Documents'. In relation to ACSC documents, ensure that the latest versions are referenced.

Governing Security Documents (see the Glossary for the definition of this term)

| | |
|---|--|
| NIST SP 800-82 | Guide to Operational Technology Security, Revision 3, September 2023 |
| ISA/IEC 62433 series | Security for Industrial Automation and Control Systems |
| Australian Government Australian Cyber Security Centre (ACSC) Guidance Documents | Strategies to Mitigate Cyber Security Incidents, February 2017 Strategies to Mitigate Cyber Security Incidents – Mitigation Details, February 2017 System Security Plan (SSP) Annex Template |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** Subject to clause 6.1.2, the data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled ‘General Requirements for Data Items’.
- 6.1.2** Where a SSP is required for an ICT Security Authorisation, the format and content requirements for the SSP shall comply with any template for a System Security Plan issued by Defence in addition to the content requirements set out in clauses 6.1.4-6.1.7 and clauses 6.2 and 6.3 of this DID.
- 6.1.3** When the system security program clause in the SOW does not include requirements for an ICT Security Authorisation, the SSP should only address those requirements of this DID that relate to assessing cyber security.
- 6.1.4** The SSP shall be consistent with and, where applicable, comply with the Applicable Documents identified at clause 5. The SSP shall also accord with the risk management framework documented in the Approved governing plan (eg, SEMP, MSSMP or ISSMP, as applicable).
- 6.1.5** Where the Approved governing plan identifies that more than one SSP will be developed to address the ToSAs within an SSol, each SSP shall identify the full scope of ToSAs and the associated SSPs for the SSol, including the relationships between them (if any).
- 6.1.6** Subject to clause 6.2.4.1, when the Contract has specified delivery of another data item that contains aspects of the required information, the SSP should summarise these aspects and refer to the other data item.
- 6.1.7** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content – Part 1

6.2.1 Scope

- 6.2.1.1** The SSP shall define the scope of the SSP, identifying the SSol and the associated ToSA(s) being addressed through the plan.
- 6.2.1.2** The SSP shall identify any assumptions and constraints associated with the information provided in the SSP, including (where applicable) how and when:
 - a. the identified assumptions will be validated; and
 - b. the identified constraints will be ameliorated.

6.2.2 System and Organisational Stakeholders

- 6.2.2.1** The SSP shall identify the key stakeholders applicable to the SSol, including the System Owner, project sponsor, acquirer, user, developer, support agencies, and the relevant authorities for each different type of required Security Authorisation.

6.2.3 General System Overview

6.2.3.1 The SSP shall provide a general description of the SSol, including its overall mission and capabilities, both functional and non-functional, from a security perspective. This general description shall also identify the external systems to which the SSol interfaces, including providing a brief description of the purpose of the interactions between the SSol and each external system.

6.2.3.2 The SSP shall identify and describe the component subsystems of the SSol, including:

- a. internal network interface diagram(s);
- b. system block diagram(s);
- c. internal system interface block diagram(s); and
- d. system / software architecture diagram(s).

6.2.3.3 The SSP shall identify the ToSAs associated with the SSol, including in relation to component subsystems of the SSol and the external systems.

6.2.3.4 The SSP shall list:

- a. all system-wide operating systems and software in use for the SSol; and
- b. the proposed system-wide security features (eg, cross-domain solutions, firewalls, and procedural controls).

6.2.4 Security Architecture

6.2.4.1 When the Contract has specified the delivery of a System Architecture Description (SAD), the Security Architecture description required by this clause 6.2.4:

- a. shall be consistent with the architectural views defined in the system architecture model underpinning the SAD; and
- b. should be derived as specific views from the SAD, and these views shall be incorporated explicitly into the SSP and not provided by cross-referencing to the SAD.

6.2.4.2 The SSP shall provide a high-level security architecture description of the SSol, including identifying the interfaces to the external systems. The SSP shall include the following information:

- a. **System Operating Environment:** Provide a brief (one to three paragraphs) general description of the environment that the SSol operates within, including the context of that environment on a location basis (eg, when a SSol element is part of a larger system, such as a platform). Include any environmental or technical factors that raise special security concerns.
- b. **System Interconnection and Information Sharing:** For each interface to an external system, describe the technical implementation of the data flows between the SSol and the external system, including where data is stored and transiting to, protocols, and what protection the data is given. For each interconnection between external systems that are owned or operated by different organisations, provide information concerning:
 - (i) the authorisation for the connection to other systems or the sharing of information between those systems; and
 - (ii) the assessed integrity, from a security perspective, of the data and information resident on the external system that will be used by, or shared with, the SSol.

Note: System interconnection is the direct connection of two or more Digitally Enabled Systems and Equipment (DESE) for the purpose of sharing information resources. System interconnection, if not appropriately protected, may result in a compromise of all connected systems and the data they store, process, or transmit. It is important that system owners, information owners, and management obtain as much information as possible regarding vulnerabilities associated with system interconnections and

information sharing. This is essential to selecting the appropriate controls required to mitigate those vulnerabilities.

- c. System Connectivity to Development or Test Environments: Describe any connectivity to development or test environments and how separation is maintained.
- d. Accreditation Status of External Systems: Provide a table that details the ICT and cyber Security Authorisations of existing external systems, where interconnections are proposed.
- e. Internal Data Flow Description and Protocols: Provide a description of the data flows internal to the SSol, including their protocols. Include relevant diagrams.
- f. Physical Environment Security: Include details of the physical security aspects relevant to the management and control of ICT/cyber-security risks (eg, with respect to installation or operational deployment), as well as any (known) physical security area ratings, physical security inspections, and physical security Certifications.
- g. Data Security Classification and Categorisation: Detail the classification of the SSol and the information held/processed by the SSol, cross-referring to the Security Classification and Categorisation Guide (SCCG), as appropriate. Include details of the mechanisms to report any unauthorised connections or programmable devices (ie, sensors, converters etc.) trying to connect to the SSol.
- h. User Matrix: Detail the types of roles/users, their access levels, responsibilities, clearances required and who authorises their access to the SSol.
- i. Security Authorisation Boundaries: Define the boundaries of the SSol (and subsystems if separate assessment is required at their level) with respect to the boundaries underpinning the Security Authorisations for, as applicable:
 - (i) physical security;
 - (ii) EMSEC;
 - (iii) ICT security; and
 - (iv) cyber security.

Note: A system may be made up of a series of subsystems and in some instances all subsystems are included within the assessment boundary but in other instances some of those subsystems may be excluded or assessed separately.

6.3 Specific Content – Part 2

6.3.1 Statement of Applicability / SSP Annex

Note: The SSP Annex Template issued by ACSC will assist with satisfying the ISM-related elements of this clause 6.3.1.

- 6.3.1.1** The SSP shall include, as an annex to the SSP, a statement of applicability for each ToSA covered by the plan, which identifies:
- a. the version of the ISM, DSPF and any complementary publications (eg, NIST SP 800-82 or ISA-62443 series) agreed by the Commonwealth, which have been used to determine the security controls to implement;
 - b. the security controls from the ISM and DSPF that are, and are not, applicable to security for the ToSA(s), including supporting justification and references to supporting evidence (where applicable);
 - c. the security controls from the ISM, DSPF or complementary publication(s) that are applicable but are not being implemented or are only being partially implemented (including the rationale behind these decisions);

- d. any additional controls that need to be implemented as an outcome of the risk assessment for the ToSA(s) captured in the associated SRMP;
- e. any exemptions that have been granted, including (if known) the details of when and by whom;
- f. any approvals to operate that have been granted, including (if known) the details of when and by whom; and
- g. through the inclusion of cross-references to the relevant risks in the associated SRMP, which risks have been mitigated by each control.

6.3.2 System Security Plan – Design and Implementation Phases

6.3.2.1 During the design and implementation phases for the SSol, the SSP shall describe the security controls that are being implemented to enable the required ICT and cyber Security Authorisations to be achieved for the SSol, including identifying the implications for system design, system operation and system support, including in relation to:

- a. human system integration,
- b. standard operating procedures,
- c. incident management and disaster recovery, and
- d. Cyber Supply Chain management.

6.3.2.2 The SSP shall identify the ISSMP, Security Standard Operating Procedures (SSOPs), and other manuals and procedures that are required to implement the identified security controls.

6.3.2.3 The SSP shall:

- a. identify the eight mitigation strategies from the ACSC Essential Eight Maturity Model and associated ACSC guidance documentation;
- b. identify the assessed maturity level for the SSol against each of these strategies, including describing the implementation status of each control; and
- c. provide the associated justification for this assessment.

6.3.2.4 The SSP shall describe the plan to Verify that the controls for each ToSA have been properly implemented and are effective, including references to:

- a. industry, regulatory and legislative compliance requirements; and
- b. the applicable V&VP, VCRM and associated data items (eg, ATPs).

6.3.3 System Security Plan – ICT and Cyber Security Authorisation Phases

6.3.3.1 During the ICT and cyber Security Authorisation assessment phases for a SSol, the SSP shall provide a consolidated reference or summary of the ICT/cyber-security controls, practices and procedures that have been implemented.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SW-SWMP-V5.3**
- 2. TITLE: SOFTWARE MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Software Management Plan (SWMP) documents the Contractor's plans for the management and development of Software. The SWMP describes the application of the relevant processes described in AS/NZS ISO/IEC/IEEE 12207:2019, *Systems and Software Engineering - Software life cycle processes*, as the Contractor intends to apply them to the activities of the Contract.
 - 3.2** The Contractor uses the SWMP to:
 - a. document the approach, plans, and procedures for managing Software-related activities under the Contract; and
 - b. monitor the progress of Software-related activities.
 - 3.3** For Contractors acquiring and/or supplying Software under the Contract, the SWMP is expected to describe the approach, plans and procedures to be applied to the management of the Software being acquired and/or supplied. This would typically include the monitoring and review of Subcontractors developing Software, the Configuration Management of acquired Software, and the integration and Verification of this Software with other elements being supplied under the Contract.
 - 3.4** For Contractors developing Software, this plan is expected to include the approach, plans and procedures for Software development, in addition to those applied to the acquisition and/or supply.
 - 3.5** The Commonwealth uses the SWMP to gain insight into the approach, plans and procedures to be employed by the Contractor in the execution of Software-related activities.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SWMP is subordinate to the Systems Engineering Management Plan (SEMP).
 - 4.2** The SWMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Software List (SWLIST);
 - b. Contract Master Schedule (CMS); and
 - c. Software Support Plan (SWSP).
 - 4.3** The SWMP inter-relates with the Technical Data and Software Rights (TDSR) Schedule.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

| | |
|----------------------------------|---|
| DI-IPSC-81427B | Software Development Plan Data Item Description |
| AS/NZS ISO/IEC/IEE 12207:2019 | Systems and Software Engineering - Software life cycle processes |
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the data item shall summarise these aspects and refer to the other data item.

6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The SWMP shall comply with the content requirements of DI-IPSC-81427B, with the exceptions contained in Table 1 below.

6.2.1.2 The SWMP shall, when addressing the content requirements of DI-IPSC-81427B, define Software life cycle processes and Software specific processes that are consistent with AS/NZS ISO/IEC/IEEE 12207:2019, and tailored to the scope of the Contract.

Table 1 – Tailoring to be applied to DI-IPSC-81427B

| Affected Paragraph | Tailoring to be Applied |
|---|---|
| All | Replace all occurrences of ‘Software development plan’ with ‘Software Management Plan’. |
| All | Replace all occurrences of ‘SDP’ with ‘SWMP’. |
| All | Delete all occurrences of ‘It shall cover all contractual clauses concerning this topic.’ |
| 3.6a Software development process | Replace with: This paragraph shall describe the selected Software development life cycle(s) for each component or group of related components together with the rationale for their use within the context of the Contract. The description should justify and link the selected life cycle models to Contract risks, major milestones, work products, deliverables and development phases to demonstrate its appropriateness. |
| 3.7c1 Incorporating reusable Software products | Add: Implications for supporting the Software shall be specifically addressed for each item affected and include an assessment of vendor viability, level of support available, alternate sources of support, ownership of Intellectual Property licensing arrangements (including costs and, by reference to the TDSR Schedule, restrictions), dependencies such as operating system and/or hardware compatibility and constraints. |
| 3.7d1 Safety Assurance | Add: It shall describe the integration of Software safety as part of the system safety program. It shall include the tailoring and use of selected Software assurance standards and guidelines and associated data deliverables. |
| 3.7e (shown as a 2 nd d1 in the DI-IPSC-81427B) Assurance of other critical requirements | Add: It shall describe any mission critical Software and the steps either taken or planned to ensure failure of this Software will not compromise the system’s mission. |
| 3.7f Computer hardware resource utilisation | Add: It shall describe the interpretation of any resource utilisation requirements and how the satisfaction of these requirements are to be verified. |
| 3.7h Access for acquirer review | Replace with: This paragraph shall describe the approach to be followed for providing the Commonwealth Representative with access to Contractor and Subcontractor facilities for review of work products, activities and data including engineering and measurement data. Access should include at least physical access to facilities and preferably include electronic access to data (eg measurement data) and work products (eg, design information). |

| Affected Paragraph | Tailoring to be Applied |
|---|---|
| 3.8b1 Software engineering environment | Add: It shall include details of the Software engineering environment including computing resources (number, type, configuration, etc.), and the associated performance requirements of the environment (eg, required compile and link times). This paragraph shall address the certification implications of the environment. |
| 3.8b2 Software test environment | Add: It shall include details of the Software test environment including computing resources (number, type, configuration), special test equipment and the associated performance requirements of the environment (eg, simulator fidelity, instrumentation, recording, etc.). This paragraph shall address the certification implications of the environment. |
| 3.8b5 Non-deliverable Software | Add: It shall identify any non-deliverable Software and describe how this Software will be treated differently from deliverable Software. It shall address specifically the application and tailoring of the standards identified for Software development to non-deliverable Software. This paragraph shall address the certification implications and use of non-deliverable Software. |
| 3.8d1 System-wide design decisions | Replace with: This paragraph shall include details of how system design decisions affecting or affected by Software are to be made and recorded. It should address how such decisions and the rationale for making them will be preserved and applied during through life support of the system. |
| 3.8e Software requirements analysis | Add: It shall describe how Software requirements will be identified and allocated to Software components, how Software requirements will be reviewed to ensure a common understanding with relevant stakeholders and how Software requirements will be managed and controlled. |
| 3.8f1 CSCI-wide design decisions | Add: It shall detail the criteria used to define and select CSCIs, including the rationale for each of the selection criteria. It shall include design decisions regarding the partitioning of the Software and the consideration given to enhancement and modification during through life support of the Software. |
| 3.8o7 Transition to the designated support site | Add: This paragraph shall detail the management strategy and plans for the transition of the Software development capability to the support agency and address any special considerations (eg, preservation of safety certification). It shall identify all items that have any limited or restricted warranty, data rights or licensing agreements, including any other limitation on the delivery or support of the item (by reference to the TDSR Schedule, where applicable). It shall describe all provisions, which ensure the Commonwealth's rights concerning the delivered Software and associated data, and describe the plans for transferring any required licenses, warranties and data rights to the Commonwealth or its nominated representatives. It shall identify and describe those items of the development Software engineering environment that will be transitioned into the Software support environment including those items used for integration and test of the Software and any special test equipment. Where a Transition Plan, covering transition planning for Software as indicated above, is separately available to the Commonwealth Representative, this section may reference that source. |
| 3.8.u1 Risk management | Add: This paragraph shall detail the techniques used for identifying Software related risks and mitigation strategies. Where this information is available to the Commonwealth Representative in the Risk Register or equivalent then this section should provide a reference to the information. |

| Affected Paragraph | Tailoring to be Applied |
|--|--|
| 3.8u2 Software management indicators | Add: This paragraph shall detail the use of measurement as a management tool. It should identify how the Contractor intends using measurement to manage the development and acquisition of Software for the Contract. Where this information is available to the Commonwealth Representative elsewhere this section should reference the relevant information and provide a summary of the measures used for Software management. |
| 3.8u.4 Subcontractor management | Add: This paragraph shall detail the Contractor's plans for managing the Software engineering activities performed by Subcontractors. It shall identify and describe the scope of the Software activities to be undertaken by the Contractor and each of its Subcontractors performing Software engineering activities. It shall describe the Contractor's plans for review and approval of Subcontractor plan and processes. It shall describe the Contractor's plans for monitoring the progress of Subcontractor activities and how significant deviations from Subcontractor plans will be identified and addressed. |
| 3.8u6 Coordination with associate developers | Add: This paragraph shall describe the plans for coordination of Software engineering efforts with associated developers. Such coordination may include interface definition and control, the use of integrated product teams, as well as the support to be provided during integration and verification activities. |
| 3.8u7 Improvement of project processes | Add: This paragraph shall provide details of the Contractor's and associated organisations Software engineering process improvement activities specific to this Contract. Where this information is available to the Commonwealth Representative in a Process Improvement Plan or equivalent then this section should provide a reference to the information. |
| 3.7u9 Software rights management | Add new requirement 3.7u9 Software rights management: This paragraph shall document the approach, plans and procedures for managing Software rights (including Intellectual Property rights) for the Software acquired, supplied or developed under the Contract. This paragraph shall cross-reference the Technical Data and Software Rights Schedule for details of rights and limitations. |
| 3.8v Schedules and activity network | Add: This paragraph shall present and describe a stand-alone summary of the Software schedule and include a clear mapping of the life cycle development phases and major milestones. This paragraph shall include the rationale for the durations given in the schedule and include the basis of estimate, estimating assumptions, and the selection of coordination points and linkages to the Contract Master Schedule. |

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-DEF-TRS-V5.3

2. TITLE: TRAINING REQUIREMENTS SPECIFICATION

3. DESCRIPTION AND INTENDED USE

3.1 A Training Requirements Specification (TRS) defines the requirements for a Training solution, to be implemented so that trained Personnel can perform a job relating to the operation or support of the Materiel System. In relation to the Systems Approach to Defence Learning (SADL) the TRS is SADL product AP9, and is prepared for a set of related performance needs and performance gaps identified for a particular job, where a 'job' represents a set of duties or related tasks (eg, to operate a piece of equipment or a software package). The TRS specifies the skills, knowledge, attitudes and behaviours to be attained, and provides a basis for evaluating the Training and assessment program, Training Equipment and Training Materials delivered under the Contract.

3.2 The Contractor uses the TRS:

- a. to document, as a result its analyses, the learning and assessment requirements to be addressed through a Training solution; and
- b. as the basis for seeking recognition of the Training program and/or Units of Competency (UOCs), within the national register of vocational education and training, where this is a requirement of the Contract.

3.3 The Commonwealth uses the TRS:

- a. to understand the requirements for a Training solution, and the related scope of Training design and development activities to be undertaken by the Contractor;
- b. as a basis for evaluating the Training courses, Training Equipment, and Training Materials as part of subsequent Verification and Validation (V&V) activities; and
- c. to assist the Commonwealth attain recognition of the Training and/or UOCs within the national vocational education and training system, if the Commonwealth seeks this accreditation outside of the Contract.

4. INTER-RELATIONSHIPS

4.1 The TRS inter-relates with the following data items, where these data items are required under the Contract:

- a. System Specification (SS);
- b. Support System Specification (SSSPEC);
- c. Verification Cross Reference Matrix (VCRM);
- d. Integrated Support Plan (ISP);
- e. Training Support Plan (TSP);
- f. Support Services Management Plan (SSMP);
- g. Verification and Validation Plan (V&VP);
- h. Performance Needs Analysis Report (PNAR);
- i. Learning Management Packages (LMPs);
- j. Support System Technical Data List (including the Training Materials List);
- k. Training Equipment List (TEL); and
- l. Recommended Provisioning List (RPL).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

SADL Guide Defence Learning Manual chapter 4: the Systems Approach to Defence Learning Practitioners' Guide
Standards for Training Packages, National Skills Standards Council
 The applicable ADF Service Training Manual, as specified in the Statement of Work

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements for Data Items".

6.1.2 Unless otherwise specified in the Contract, TRSs shall address Training for the:

- a. Commonwealth,
- b. Contractor (Support), and
- c. Subcontractors (Support).

Note: *Additional TRS information required in accordance with the SADL Guide (ie, not included in this DID) may be added by the Commonwealth following delivery of the data item.*

6.1.3 The TRS shall accord to the requirements of the 'Analyse Phase' in the SADL Guide.

6.1.4 When the Contract has specified delivery of another data item that contains aspects of the required information, the TRS shall summarise these aspects and refer to the other data item.

6.1.5 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 The TRS shall have a heading that includes the job name for which the TRS is prepared.

6.2.2 Background

6.2.2.1 The TRS shall identify the input giving rise to the Training requirement (eg, to perform an activity that is related to an item delivered under the Contract).

6.2.2.2 The TRS shall include a job classification section that includes (as summarised from the job specification(s)):

- a. job name / title;
- b. job code number;
- c. job designation;
- d. job description; and
- e. job function;

6.2.2.3 The TRS shall include a Training course summary section that includes:

- a. course name / title;
- b. course code number;
- c. course description;
- d. Defence sponsor, where this information is provided by the Commonwealth;
- e. rank / level; and
- f. organisational structure, identifying the organisation (eg, Commonwealth or Contractor (Support)) and business unit where the trained Personnel will work.

6.2.3 Aim

6.2.3.1 The TRS shall include a statement of aim, which refers to the identification of the most appropriate Training solution for the specific job.

6.2.4 Supporting and Associated Documentation

Note: *The associated documents may be produced as part of the TRS or may otherwise be required in accordance with the Contract or the Approved TSP.*

6.2.4.1 The TRS shall list the documents supporting or otherwise associated with the TRS including, as applicable, the:

- a. Risk Assessment Summary (SADL product AP2);
- b. Job Task Profile (SADL product AP3);
- c. Job Specifications (SADL product AP4);
- d. Target Population Profile (SADL product AP5);
- e. Gap Analysis Statement (SADL product AP6);
- f. Feasibility Analysis Report (SADL product AP7);
- g. Business Case (SADL product AP10); and
- h. Implementation Schedule (SADL product AP11).

6.2.4.2 If not otherwise delivered under the Contract, the documents listed under clause 6.2.4.1 shall be included in annexes to the TRS.

6.2.5 Training Requirement - People

6.2.5.1 The TRS shall describe the people who are candidates for Training in a Target Population Profile (SADL product AP5), including:

- a. the number of people to be employed in the related job and the anticipated personnel turnover rate;
- b. the expected numbers of trainees for Introduction into Service Training (including initial Training for training personnel as applicable); and
- c. the expected throughput of trainees, per year, for Sustainment Training, Continuation Training and Conversion Training, as applicable.

6.2.5.2 The TRS shall include a trainee population profile, summarising the expectations for previous education and experience. If the Commonwealth provides details of the target population profile, such as career path and typical employment at Defence units, then the TRS shall incorporate the relevant information.

6.2.5.3 The TRS shall outline the new skills, knowledge, attitudes and behaviours required to fill the identified performance gap.

6.2.6 Feasibility Analysis Process

6.2.6.1 The TRS shall summarise the feasibility analysis of the Training options considered in a Feasibility Analysis Report (SADL product AP7), including the criteria and rationale for the recommended Training solution.

6.2.7 Recommendations

6.2.7.1 The TRS shall outline the Training required to fill the identified performance gap (ie, for the skills, knowledge, attitudes and behaviours identified in response to clause 6.2.5.3).

6.2.7.2 The TRS shall describe the strategy to provide Training including, as applicable:

- a. how multiple Training components / modules may be combined into one Training solution, and the sequence for undertaking those Training activities;
- b. why the Training solution is the most effective at closing the performance gap; and
- c. the organisations responsible for the design, development, implementation and evaluation (ie, Verification) of Training Materials and Training Equipment.

6.2.8 Training and Assessment Specifications

6.2.8.1 The TRS shall specify, as applicable:

- a. the tasks / duty for the job that have resulted in an identified performance gap, explicitly identifying the gap, including when the gap is less than the whole task;
- b. *mandatory qualifications* (eg, licences) that are to be achieved as a result of successful Training and assessment;
- c. *desirable qualifications* that may be achieved as a result of successful Training and assessment; and
- d. the Personnel Competencies to be attained from the Training, as described in accordance with clauses 6.2.8.2 and 6.2.8.3.

6.2.8.2 The TRS shall include a table that summarises the Personnel Competencies to be attained from the Training and which details the:

- a. unit code, which is a unique reference number for the UOC from the national register of vocational education and training, where the UOC and training standard already exists;
- b. unit title, which is a succinct statement of the broad area of competency covered and which is expressed in terms of the outcome;
- c. related duty / task numbers for the job;
- d. prerequisite competencies (by unit code and unit title);
- e. co-requisite competencies (by unit code and unit title); and
- f. type of Training required or recommended (eg, course based, on-the-job, etc).

Note: Further explanation of competency details may be obtained from the SADL Guide and Part 2 of the Standards for Training Packages.

6.2.8.3 The TRS shall include, as annexes, specifications for the UOCs including:

- a. unit code for the UOC, when applicable;
- b. unit title;
- c. elements of competency, being the functions that combine to form the competency;
- d. required knowledge, skills and attitudes required, including the generic key competencies that underpin the competency;
- e. performance criteria by which the successful achievement of the competency elements are evaluated;
- f. range statement that specifies the conditions under which the related tasks will be performed; and
- g. an evidence guide that states how an assessment of competency will be achieved.

6.2.9 Resource Implications

6.2.9.1 The TRS shall summarise the resources required to sustain the Training program, following introduction, including the numbers of Personnel required, the Facilities needed, and resources for the support of Training Equipment.

6.2.9.2 If a *Feasibility Analysis Report* recommends that a significant item of Training Equipment or other Support Resource may be required, the TRS shall include, or cross-reference, a business case that justifies the proposed Support Resource on a cost-benefit basis (ie, a Support Resource may be justified by use with several courses and the full business case should not be repeated in each *Feasibility Analysis Report*).

6.2.10 Risk

6.2.10.1 Risks associated with the Training strategy, to implement the Training requirements, shall be documented in the Risk Register. However, the TRS shall include a risk assessment summary (in an annex) that highlights:

- a. the risk of not implementing the recommended Training solution; and
- b. any significant risks to the design, development and implementation of the Training solution and the associated risk-management strategies.

6.2.11 Conclusion

6.2.11.1 The TRS shall include a conclusion regarding the recommended Training course solution and a summary of the proposed course of action for design and development.

6.3 Annexes

6.3.1.1 The TRS shall include annexes (or cross-references) for the applicable:

- a. Job Task Profile (SADL product AP3);
- b. Job Specifications (SADL product AP4);
- c. Gap Analysis Statements (SADL product AP6);
- d. Feasibility Analysis Report (SADL product AP7);
- e. Risk Assessment Summary (SADL product AP2);
- f. Business Case (SADL product AP10); and
- g. Implementation Schedule (SADL product AP11).

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-MGT-ISP-2-V5.2

2. TITLE: INTEGRATED SUPPORT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Integrated Support Plan (ISP) describes the Contractor's strategy, plans, methodologies and processes for meeting the ILS program requirements of the Contract.

3.2 The Contractor uses the ISP to:

- a. define, manage and monitor the ILS program;
- b. ensure that those parties who are undertaking ILS activities understand their responsibilities, the processes to be used, and the time-frames involved; and
- c. ensure that those parties who are providing data to enable ILS activities to be undertaken understand their responsibilities, the data required and the time-frames for providing that data.

3.3 The Commonwealth uses the ISP to:

- a. understand the Contractor's approach to meeting the ILS program requirements;
- b. form the basis for monitoring the Contractor's progress under the ILS program; and
- c. understand the Contractor's expectations for Commonwealth's involvement in the ILS program.

4. INTER-RELATIONSHIPS

4.1 The ISP is subordinate to, the Project Management Plan (PMP).

4.2 The ISP shall be the single planning and controlling document for all ILS program activities and related efforts, and shall have authority over, and give direction to, any subordinate ILS plans.

4.3 The ISP inter-relates with the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Configuration Management Plan (CMP);
- c. Verification and Validation Plan (V&VP);
- d. the support-related data items derived from the Master Technical Data Index (MTDI), particularly the Support System Technical Data List (SSTD);
- e. Training Recommendations Report (TNGRECR);
- f. Learning Management Packages (LMPs);
- g. all data items associated with the design, development, delivery, Verification and Validation (V&V) and, where applicable, Acceptance of Support Resources, including (for example) the Logistic Support Analysis Record (LSAR) and the Recommended Provisioning List (RPL);
- h. Quality Plan (QP); and
- i. Contract Master Schedule (CMS).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

DEF(AUST)1000C *ADF Packaging*

DEF(AUST)5629C *Production of Military Technical Manuals*

| | |
|-------------------|---|
| DEF(AUST)IPS-5630 | <i>Developing S1000D Interactive Electronic Technical Publications (IETPs)</i> |
| DEF(AUST)5691 | <i>Logistic Support Analysis</i> |
| S1000D™ | <i>International specification for technical publications using a common source database, Issue 5.0</i> |
| SADL Guide | <i>Systems Approach to Defence Learning (SADL) Practitioner Guide</i> |
| | ADF Service Training Manual(s), as specified in the Statement of Work |
| | ADF Service Publication standard(s) for Technical Data, as specified in the Statement of Work |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The ISP shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the ISP shall summarise these aspects and refer to the other data item.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 ILS Program Organisation

- 6.2.1.1** The ISP shall describe the organisational arrangements for the ILS program, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the ILS requirements of the Contract.
- 6.2.1.2** Risks associated with the ILS program shall be documented in the Risk Register; however, the ISP shall describe the risk-management strategies associated with any risks where the mitigation strategy underpins the overall ILS program.

6.2.2 ILS Program Activities

- 6.2.2.1** The ISP shall describe the Contractor's program for meeting the ILS requirements of the Contract, including:
- the major activities to be undertaken, when, and by whom, showing the linkages between these activities and the ILS outcomes required;
 - the integration of Subcontractors into the Contractor's ILS program;
 - the hierarchy of ILS program plans, showing the relationships between plans;
 - the processes and procedures to be used to undertake the ILS activities;
 - for any new or modified procedures, an overview of their scope and the responsibilities and timeframes for developing and approving those procedures;
 - the strategy for the use of any extant data when undertaking logistics-related analyses and Support System development;
 - the personnel (including categories, numbers and associated skills/competencies) required by the Contractor and Subcontractors to meet the ILS requirements of the Contract, including the proposed sources for obtaining those personnel;
 - the interfaces between the ILS program and the Systems Engineering (SE), the Configuration Management (CM), and Verification and Validation (V&V) programs, including the mechanisms for ensuring that ILS-related activities are integrated with

these other programs, to ensure that the objectives of the ILS program and other programs are achieved;

- i. the proposed interfaces between the Commonwealth and the Contractor, including the role of ILS personnel within the Resident Personnel (RP) team, if applicable;
- j. the expectations for Commonwealth input into the Contractor's ILS program; and
- k. the provision of any training required by Commonwealth Personnel to enable them to undertake the review of Contractor analyses and any other expected roles identified by the Contractor, including details of proposed courses.

6.2.2.2 Standards

6.2.2.2.1 The ISP shall identify the standards (eg, DEF(AUST)5691, *Logistic Support Analysis*) to be used by the Contractor and Subcontractors to undertake the ILS program.

6.2.2.2.2 The ISP shall describe, in annexes to the ISP (with separate annexes for each standard), the Contractor's tailoring of the identified standards to meet the ILS-related requirements of the Contract.

6.2.2.2.3 The ISP shall describe how the Contractor will integrate the identified standards with each other and with other ILS-related activities to achieve the ILS-related outcomes required under the Contract.

6.2.2.3 Candidate Items

6.2.2.3.1 The ISP shall describe the processes for identifying Candidate Items.

6.2.2.3.2 The ISP shall identify the hardware and Software items for which Support Resource determination will be performed and documented. The list shall include each item's name, CWBS reference number for both the Mission System and the Support System Components (if a CWBS is required under the Contract), NATO Stock Number (if available), and reason(s) for selection.

6.2.2.3.3 The ISP shall identify the candidate items that have been the subject of previous analyses and for which the Contractor expects to only perform a Validation activity.

6.2.2.4 Verification and Validation Planning

6.2.2.4.1 The ISP shall describe the strategy for the Verification and, if required under the Contract, the Validation of the Support System and Support System Components.

6.2.3 ILS Program Data Management

6.2.3.1 Logistic Support Analysis Record

6.2.3.1.1 Where the Contract requires a Logistic Support Analysis Record (LSAR), the ISP shall:

- a. describe the LSA control numbering structure to be used; and
- b. identify the LSAR tables and data elements to be used to document, disseminate and control LSA data.

6.2.3.2 Data from External Sources

6.2.3.2.1 The ISP shall outline the information that the Contractor needs to obtain from organisations external to the Contractor's organisation (eg, Subcontractors, the Commonwealth, overseas agencies, and other company divisions) to conduct the ILS program.

6.2.3.3 Configuration Management

6.2.3.3.1 The ISP shall describe the approach planned to establish and maintain Configuration Control of Support Resources.

6.2.4 System Reviews

6.2.4.1 The ISP shall describe the approach planned for the conduct ILS-related System Reviews (ie, Mandated System Reviews (MSRs) and Internal System Reviews) and ILS involvement in other MSRs, necessary for effective conduct of the ILS program.

6.2.4.2 The ISP shall describe the objectives for each ILS-related System Review and the relationship between each System Review and other ILS program activities.

Note: The following clause only relates to the ILS-related System Reviews. The main governing plans for each of the Level 2 subject area clauses in the SOW address the other System Reviews (eg, the PMP addresses project management System Reviews, the SEMP addresses engineering-related System Reviews, and the CMP or SEMP addresses CM-related System Reviews).

6.2.4.3 The ISP shall detail the following information for each of the ILS-related System Reviews (cross-referring to the SEMP where appropriate), incorporating the associated SOW requirements (including entry criteria, exit criteria and checklist items) for these System Reviews and supplemented where required by the Contractor's internal processes:

- a. the organisations and individuals involved in the review and their specific review responsibilities;
- b. the proposed review venue;
- c. the pre-requisites for conducting the review (ie, entry criteria);
- d. the checklist items to be addressed during the System Review, including the documentation to be reviewed;
- e. the essential review completion criteria (ie, exit criteria); and
- f. the applicable Milestone criteria specified in Attachment C, Delivery Schedule.

6.2.5 ILS Sub-Programs

6.2.5.1 General

6.2.5.1.1 The ISP shall describe the Contractor's program of activities associated with, as applicable, the identification, design, development, acquisition, installation, set-to-work, commissioning, and Verification and, if required under the Contract, Validation of:

- a. Spares and packaging;
- b. Technical Data;
- c. Training (including Training Equipment and Training Materials);
- d. Support and Test Equipment (S&TE);
- e. Facilities; and
- f. Software support.

6.2.5.2 General Support Resource Requirements

6.2.5.2.1 The ISP shall, for each category of Support Resources required under the Contract, detail the strategy, methodology, and activities for:

- a. performing item / product range and quantity analyses and to identify the locations / echelons of support (including Commonwealth locations and support contractors) where Support Resources would be located;
- b. undertaking standardisation and offsetting of identified Support Resources with corresponding Support Resources already in service with the Commonwealth;
- c. confirming that the proposed Spares, Packaging, S&TE, and Training Equipment are able to be accommodated, in terms of space, installation and required services at Defence facilities or within the Mission System (eg, on-board as applicable);
- d. categorising each type of Support Resource based on its intended purpose, origin / supplier, management approach or other applicable criteria;
- e. provisioning of the Support Resources, including Long Lead Time Items (LLTIs) and Life-of-Type (LOT) procurements;
- f. the compilation and management of Codification Data (to be provided in accordance with DID-ILS-TDATA-CDATA);
- g. providing and tracking of certificates of conformance, where applicable;
- h. the packaging, delivery, installation, commissioning and testing of Support Resources (as applicable);

- i. identification and labelling of Support Resources (eg, 'Unique ID' (UID) and bar-coding), including referencing applicable standards;
- j. identification and management of security requirements, releasability issues and transportation requirements associated with classified items (eg, COMSEC);
- k. identification and management of safety requirements, including Problematic Substances within the Support Resources;
- l. identification and management of special transportation, handling and storage requirements for the Support Resources;
- m. preparing for and enabling the Acceptance of Support Resources;
- n. Validation of the provisioning list for recommended Support Resources;
- o. Verification of the Support Resources;
- p. the provision of any training associated with the delivery and/or set-up of the Support Resources; and
- q. the identification of configuration documentation for each item of the Support Resources.

6.2.5.3 Technical Data

Note: *In accordance with clause 6.1.2, the ISP should only include a summary of the approach to Technical Data when a separate TDP is required under the Contract.*

6.2.5.3.1 The ISP shall describe any issues or implications for the development and delivery of, or access to, Technical Data required for the Support System, which arise from restrictions on Technical Data and Software rights, export licences, Technical Assistance Agreements, security issues, or other.

6.2.5.3.2 The ISP shall describe how existing Technical Data, which is to be delivered as a whole or incorporated into other manuals and publications that are to be delivered, will be evaluated and updated, as required, for the configuration, role, environment and target users of the Materiel System.

6.2.5.3.3 In addition to clause 6.2.5.2, the ISP shall describe:

- a. the Contractor's strategy, methodology and processes for the identification, development and delivery of publications, including the procedures to identify required amendments to existing Commonwealth publications and other Technical Data;
- b. the software tools to be applied to the generation and interpretation (authoring and viewing) of Technical Data;
- c. the procedures, by category of Technical Data, for the receipt, review, Configuration Control, amendment, production and delivery of all Technical Data for the Mission System and Support System;
- d. the procedures for the management and update of the MTDI, including the SSTDL;
- e. the strategy, methodology and processes for validating the MTDI, including the SSTDL;
- f. the standards, by Technical Data category, for the preparation of Technical Data;
- g. the procedures to identify the amendments required to existing Commonwealth publications and the management of amendment incorporation;
- h. the strategy, methodology and processes to meet any associated regulatory / assurance requirements as they relate to Technical Data;

Note: *The terms 'validate' and 'verify' in the following sub-clauses are derived from DEF(AUST) 5629C and DEF(AUST)IPS-5630, are unique to the standards, and do not apply to other sections of the Contract.*

- i. the strategy, methodology and processes for the Contractor to validate Technical Data, including an indicative schedule and the standards to be used; and

- j. the proposed strategy and methodology for the Contractor to assist the Commonwealth in verifying Technical Data.

Note: The term 'Business Rules' in the following clause has the meaning given in DEF(AUST)IPS-5630.

6.2.5.3.4 If S1000D Technical Data is applicable to the Contract, the ISP shall, for Technical Data that is produced as Common Source Database (CSDB) Objects in accordance with DEF(AUST)IPS-5630 and S1000D™:

- a. include (as an annex) a Business Rules Index that:
 - (i) includes the (common) Defence Business Rules specified in DEF(AUST)IPS-5630 and any additional or modified Business Rules specified at Annex A to the SOW or in the ADF Service Publication standard(s) identified in the SOW;

Note: Commonwealth agreement to the Contractor-proposed BRDP will be provided through Approval of the ISP.

- (ii) specifies the Business Rules Decision Points (BRDP) proposed by the Contractor for those BRDP designated in Annex B to DEF(AUST)IPS-5630 as "Contractor to propose, Commonwealth to agree"; and
- (iii) if applicable, identifies the Business Rules applicable to the update of legacy publications produced in previous versions of S1000D (ie, prior to issue 5);
- b. describe the methodology and processes to validate that the structure and set of the eXtensible Markup Language (XML) accords with the required Business Rules; and
- c. describe the method of data exchange and transfer, including data transfer points, in accordance with DEF(AUST)IPS-5630, or as otherwise agreed by the Commonwealth.

6.2.5.4 Training

Notes:

- a. ***In accordance with clause 6.1.2, the ISP should only include a summary of the approach to Training when a separate TSP is required under the Contract.***
- b. ***While the SADL Guide recognises different methods of learning, the Contract seeks formal Training methods that can be delivered by a Defence unit or support contractor.***

6.2.5.4.1 The ISP shall summarise the objectives, scope, constraints, global risks and assumptions for the Contractor's learning development and Training systems implementation activities.

6.2.5.4.2 The ISP shall list the positions and personnel, or groups of personnel, involved in the learning development program, the delivery of the Training system solution, and the implementation of any Training courses delivered under the Contract. This list shall contain the following information:

- a. position title or role;
- b. names of personnel (if available) in management / team leader roles;
- c. formal qualifications; and
- d. as applicable, teaching experience and related technical / subject matter experience.

6.2.5.4.3 In addition to clause 6.2.5.2, the ISP shall describe the Contractor's strategy, methodology, standards and processes (highlighting any differences from the SADL and any ADF Service Training Manuals identified in the SOW) for undertaking and managing, as applicable:

- a. the analysis of performance needs and identification of recommended Training solutions (intervention solutions) including:

Note: Refer to the Analyse Phase in the SADL for a description of a full-scale analysis process.

- (i) the identification of job / task requirements and the specification of new / modified performance needs for operators and support Personnel;
- (ii) analysis of the gap between baseline competencies (including skills, knowledge, attitudes and behaviours) and the identified performance needs;

- (iii) the identification of learning / Training methods to satisfy the performance needs, and the risk and feasibility analyses for their implementation; and
 - (iv) the identification and evaluation of existing LMPs, and the need for new or modified LMPs, leading to the recommendation of Training requirements (as required to be delivered in the TNGRECR);
- b. the reuse, update, or design and development of the LMPs, including:

Note: If an existing LMP requires substantial update, or a new LMP is to be developed, refer to the SADL for detailed guidance for the sections of an LMP.

- (i) learning management information;
- (ii) the course curricula, including the derivation / review of required learning outcomes and course design;
- (iii) the identification and evaluation of major resource requirements, including personnel and Training Equipment requirements; and
- (iv) the development and/or update of Training Materials (including learning and assessment materials);

- c. when applicable, accreditation against nationally recognised Units of Competency.

6.2.5.4.4 The ISP shall describe any additional standards, methodologies and processes to be used for the development of deliverables under the Contract, including:

- a. the Training Requirements Report (TNGRECR);
- b. draft Learning Management Packages (LMPs);
- c. complete (final) LMPs, including Training Materials;
- d. the Training Materials List (TML);
- e. the Training Equipment list as part of the Recommended Provisioning List (RPL); and
- f. Training course evaluation reporting requirements.

6.2.5.4.5 The ISP shall describe the strategy, methodology and processes to be used for the implementation and evaluation of the Training and Training Support solution, including (as applicable):

- a. the development and implementation of Training Equipment;
- b. Training courses to be delivered under the Contract, including the conduct of any trial courses; and
- c. Training course evaluation requirements, including in relation to the V&V program and the Acceptance of Training and Training Support solutions under the Contract.

6.2.5.5 Facilities

6.2.5.5.1 In addition to clause 6.2.5.2, the ISP shall detail the Contractor's strategy, methodology, and processes for:

- a. confirming the suitability of the existing Commonwealth facilities for the Contractor's proposed Mission System and associated Support System Components; and
- b. if required under the Contract, undertaking a facilities requirements analysis (and documenting outcomes in the Facilities Requirements Analysis Report (FRAR)).

6.2.5.5.2 The ISP shall detail the applicable requirements for any Facilities to be built or modified, by the Contractor or the Commonwealth, including specific requirements for:

- a. security (including physical security, emanations security and cyber security);
- b. Work Health and Safety; and
- c. Environmental Outcomes.

6.2.6 ILS Program Traceability Matrix

6.2.6.1 The ISP shall include a traceability matrix, showing how the ILS requirements of the Contract will be accomplished by the Contractor's ILS program.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ILS-SW-SWSP-V5.3**
- 2. TITLE: SOFTWARE SUPPORT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Software Support Plan (SWSP) describes the Support Resources, methods and procedures required to perform life-cycle support of Software, including Software applications and Software Updates, used for the purpose of providing continuing life-cycle support for Software.
 - 3.2** The Contractor uses the SWSP to:
 - a. define the management organisation, methodology and tasks necessary to support the deliverable Software, including Software Updates; and
 - b. identify the Support Resources (eg, Software tools, skills, servicing and programming equipment) required to perform Software maintenance, including Preventive Maintenance and Corrective Maintenance, and the development of enhancements to the Software throughout its life.
 - 3.3** The Commonwealth uses the SWSP to:
 - a. understand the level and complexity of the Software support required; and
 - b. assess the Contractor's proposed program for the provision of Software support.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SWSP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Integrated Support Plan (ISP);
 - b. Systems Engineering Management Plan (SEMP);
 - c. Software Management Plan (SWMP); and
 - d. Contractor Engineering Management Plan (CEMP).
 - 4.2** The SWSP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Software List (SWLIST);
 - b. Materiel System Security Management Plan (MSSMP);
 - c. In-Service Security Management Plan (ISSMP);
 - d. Support System Technical Data List (SSTDL) (applicable to acquisition contracts);
 - e. Technical Data List (TDL) (applicable to support contracts);
 - f. Task Analysis Report (TAR); and
 - g. Life Cycle Cost Report and Model (LCCRM).
 - 4.3** The SWSP inter-relates with the Technical Data and Software Rights (TDSR) Schedule and the Security Classification and Categorisation Guide (SCCG) Attachments to the Contract.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

| | |
|---------------|---|
| MIL-HDBK-1467 | Acquisition of Software Environments and Support Software |
|---------------|---|

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 General

6.2.1.1 The SWSP shall comply with the content requirements of MIL-HDBK-1467 Appendix B, as tailored by the exceptions and changes identified below.

6.2.1.2 If this DID is being used under an acquisition contract, the SWSP shall address Software support for all deliverable Software associated with the Mission System and the Support System.

6.2.1.3 If this DID is being used under a support contract, the SWSP shall address the management and planning of Software Support Services for Software designated as 'Products Being Supported'.

6.2.2 Tailoring to be applied to MIL-HDBK-1467

6.2.2.1 All references to *Life Cycle Software Engineering Environment User's Guide* shall be read as 'Software Support Plan'.

6.2.2.2 All references to 'guide' shall be read as 'plan'.

6.2.2.3 The SWSP shall include in the 'table or matrix', as required by MIL-HDBK-1467 Appendix B paragraph B.3.3.1.1 (Description of the application software to be supported by the LCSEE), a sufficient level of detail describing the application Software in order to cross-reference the target system's functions and the management requirements to be detailed within the SWSP.

6.2.2.4 The SWSP shall address the requirements of MIL-HDBK-1467 Appendix B paragraph B.3.3.1.5 (limited and restricted rights), for the deliverable Software / Software products to be / being supported, as applicable, and the Software used within the support environment, by including:

- a. the applicable category of Software rights as defined through clause 5 of the COC (eg, Software product, GFE, or Commercial Software); and
- b. cross-references to any restrictions applying to the rights to use and sublicense the Software, and related Technical Data (eg, Source Code), as detailed within the Contract or licences, as applicable.

6.2.2.5 The SWSP shall include, for the Software listed in accordance with the requirements of MIL-HDBK-1467 Appendix B paragraph B.3.5.4 (Software structure), cross-references to the SSTDL or TDL (eg, for Source Code, specifications, and Software design documentation), as applicable.

6.2.2.6 The SWSP shall address the requirements of MIL-HDBK-1467 Appendix B paragraph B.3.6.6.2 (security provisions and other restrictions), for both the application Software to be / being supported and Software used within the support environment, in accordance with the SCCG and any Export Approvals, as applicable.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TDATA-CDATA-V5.3

2. TITLE: CODIFICATION DATA

3. DESCRIPTION AND INTENDED USE

3.1 As a sponsored nation in the NATO Codification System (NCS), Australia is required to adhere to the policies and principles as published in the NATO Manual of Codification (ACodP-1). Codification of a Stock Item (refer clause 3.4) involves assessing the essential characteristics of an item in order to discern its unique character and to differentiate it from any other item. NATO Standardisation Agreement (STANAG) 4177 details a standard process for the acquisition of data in support of Codification. This DID details the format, content and preparation instructions for the supply of Codification Data (CDATA), which will be used by the Commonwealth for Codification purposes.

3.2 The Contractor uses this data item to provide CDATA to the Commonwealth.

3.3 The Commonwealth uses this data item to enable it to undertake Codification in order to meet its statutory requirements for asset management and financial reporting obligations pursuant to the *Public Governance, Performance and Accountability Act 2014* (PGPA).

3.4 In this DID, the term Stock Item:

- a. if this DID is being used under an acquisition contract, means an item of Supplies (that is not data or Software, unless specifically required to be codified, or services); and
- b. if this DID is being used under a support contract, has the same meaning as provided in the Glossary.

4. INTER-RELATIONSHIPS

4.1 The CDATA is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP);
- b. Support Services Management Plan (SSMP);
- c. Supply Support Development Plan (SSDP);
- d. Supply Support Plan (SSP);
- e. Technical Data Plan (TDP) or Technical Data Management Plan (TDMP) (as applicable); and
- f. Support System Technical Data List (SSTD) or Technical Data List (TDL) (as applicable).

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

STANAG 4177 *Codification of Items of Supply – Uniform System of Data Acquisition*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

Note: *The reference to the SOW clause for 'Deliverable Data Items' in the following clause is applicable for those Contracts that do not include a Contract Data Requirements List (CDRL).*

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the SOW clause for 'Deliverable Data Items' and the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 Data for Each Item Not Codified in the NATO Codification System

6.2.1.1 For each proposed Stock Item, which is not codified in the NATO Codification System, the CDATA shall detail the following information:

- a. name and full address of the true manufacturer of the item – a manufacturer is deemed to be that organisation that controls the design specification of the item;
- b. the NATO Commercial and Government Entity Code (NCAGE Code¹) of the true manufacturer (where this is known);
- c. the reference / part Number assigned to the item by the true manufacturer to uniquely identify the item;
- d. name and full address of the supplier of the item;
- e. the NCAGE Code of the supplier (where this is known);
- f. the supplier's reference / part number for the item;
- g. the name of the item as it appears in the manufacturer's or supplier's documentation;
- h. a proposed NATO group class (if appropriate or known);
- i. a proposed item name (using NCS approved nomenclature if appropriate);
- j. the reference / part number, manufacturer and name of the next higher assembly;
- k. manufacturer's documents that provide a comprehensive description of the item (ie, the design / procurement specification, product or technical data sheet) and that define the characteristics or features required for form, fit and function (noting that, as appropriate, this information includes performance, dimensional, physical, electrical, mechanical, material, finishing and construction characteristics; and, as applicable, this sub-clause might require the provision of design drawings, manuals, tender specifications, design specifications, Safety Data Sheets, and other information);
- l. volumetric information, complementary to the dimensional data required by clause 6.2.1.1k, for:
 - (i) unpackaged Stock Items (including length, width, depth, net weight and units of measure);
 - (ii) packaged Stock Items (including the quantity of units per pack, the gross length, width, depth, cube and weight per unit pack, units of measure, and unit packs per intermediate container); and
 - (iii) if applicable, palletisation (including quantity of intermediate containers per pallet layer, number of layers per pallet, pallet width, depth, height and gross weight); and
- m. a statement as to whether the particular part identified at clause 6.2.1.1c and 6.2.1.1d above is fully item identifying (noting that a part number is fully item identifying where, without any further definition, any item of production bearing that part number has the characteristics defined at clause 6.2.1.1k above).

6.2.2 Data for Each Item Already Codified in the NATO Codification System

6.2.2.1 For each Stock Item, which is already codified in the NATO Codification System, the CDATA shall list the following information:

- a. NATO Stock Number (NSN);
- b. item name;
- c. true manufacturer's name, NCAGE Code and item reference / part number; and
- d. supplier's name, NCAGE Code and item reference / part number.

¹ Note that the abbreviation NCAGE may appear CAGE in other parts of the Contract that directly refer to related US standards.

6.2.3 Changes to Provided Information

- 6.2.3.1** On occasions, it might become necessary to advise changes to previously provided information. For example, it might be subsequently found that the information supplied originally is incorrect or incomplete, the manufacturer/supplier has advised changes or that additional manufacturer's references are found to be applicable. In these cases, an amendment to the CDATA shall be provided to the Commonwealth (as required by the CDRL), which details the changed information, appropriately cross-referenced to the NSN (if known), the true manufacturer's name, NCAGE Code and reference / part number originally advised.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ILS-TNG-LMP-V5.3**
- 2. TITLE: LEARNING MANAGEMENT PACKAGE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Learning Management Package (LMP) comprises the complete set of documentation necessary for the management and delivery of a Training course, including course design information and lists of the Training Equipment and Training Materials used for delivery. The LMP documents the Contractor's outputs from the '*design*' and the '*develop*' phases of the Systems Approach to Defence Learning (SADL) model (ie, including analyse, design, develop, implement and evaluate phases).
 - 3.2** The Contractor uses the LMP to:
 - a. document the outcomes of its Training design and development activities;
 - b. demonstrate to the Commonwealth how the Training course will address the requirements of the performance needs and analysis outcomes, including those within a Training Requirements Specification (TRS) when applicable;
 - c. demonstrate to the Commonwealth that the Training courses represent part of a solution that minimises Life Cycle Cost; and
 - d. provide the basis for the management and delivery of the related Training course under the Contract and under the Contract (Support), as applicable.
 - 3.3** The Commonwealth uses the LMP to:
 - a. assist to evaluate the Contractor's design and content of the Training course;
 - b. Verify the suitability of the proposed Training courses including, if applicable, with respect to a TRS;
 - c. understand the Commonwealth's scope of work for Sustainment Training; and
 - d. prepare for the Verification and Validation (V&V) of the Training course(s).
- 4. INTER-RELATIONSHIPS**
 - 4.1** The LMP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Integrated Support Plan (ISP);
 - b. Training Support Plan (TSP); and
 - c. Verification and Validation Plan (V&VP).
 - 4.2** The LMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Performance Needs Analysis Report (PNAR);
 - b. Training Recommendations Report (TNGRECR);
 - c. Training Requirements Specification (TRS);
 - d. Support System Technical Data List (SSTD L);
 - e. Training Materials List (TML), a part of the Master Technical Data Index (MTDI);
 - f. Training Equipment List (TEL);
 - g. Software List (SWLIST);
 - h. Recommended Provisioning List (RPL);
 - i. Acceptance Test Plans (ATPs);

- j. Acceptance Test Procedures (ATProcs); and
- k. Acceptance Test Reports (ATRs), including 'trial course' reports.

4.3 The LMP inter-relates with the Technical Data and Software Rights (TDSR) Schedule.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

- | | |
|------------|---|
| SADL Guide | Defence Learning Manual chapter 4: the <i>Systems Approach to Defence Learning Practitioners' Guide</i> |
| | ADF Service Training Manual(s), as specified in the Statement of Work |
| | <i>Standards for Training Packages</i> , Australian Industry and Skills Committee |
| | <i>Standards For VET Accredited Courses 2021</i> , Australian Skills Quality Authority (ASQA) |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

Note: *The SADL Guide identifies further information that may be added to the delivered data item, by the Commonwealth, for the purpose of internal approvals.*

6.2.1 General

6.2.1.1 The LMP shall be developed to incorporate the results from the learning solution design and development activities undertaken in accordance with the Approved TSP or ISP (whichever is the governing plan in the Contract), including the following SADL products:

- a. in respect of the SADL Analyse Phase (Annexes to the Approved TSP or ISP (whichever is the governing plan in the Contract) that are to be transferred to Annexes of the LMP for the applicable learning solution):
 - (i) Design Phase Scope Proposal (SADL product DesP1); and
 - (ii) Risk Assessment Summary (SADL product AP2);
- b. in respect of the SADL Design Phase (to be included as Annexes to the LMP):
 - (i) Task Breakdown Sheet (SADL product DesW1);
 - (ii) Learning Outcomes Requirements Sheet (SADL product DesW2);
 - (iii) Draft Learning Outcomes (SADL product DesW3); and
 - (iv) Mapping Matrix (SADL product DesP3)

6.2.2 Draft Learning Management Package

6.2.2.1 When this DID is invoked for the delivery of a Draft LMP, the delivered data item shall include sections 1 to 3 of the LMP, as defined by clause 6.3.

6.2.2.2 The Draft LMP documents the results of the SADL design phase and shall be substantially complete and sufficient to enable the Commonwealth to:

- a. Verify that the curriculum addresses the performance needs and course specifications included within or supporting the TRS or TNGRECR, as applicable;
- b. determine if the learning and assessment modules appear suitable and achievable;
- c. determine whether the review and evaluation strategies appear suitable; and

- d. if applicable to a qualification recognised within the national register of Vocational Education and Training (VET), review the readiness of the Units of Competency (UOCs) and course documents for accreditation by the National VET Regulator (ie, ASQA) or other accrediting body.

6.2.3 Learning Management Package

6.2.3.1 When this DID is invoked for the delivery of a (complete) LMP, the delivered data item shall include sections 1 to 5 of the LMP, as defined by clause 6.3.

6.2.3.2 The LMP incorporates the results of the SADL develop phase and shall be complete in all aspects, and suitable for the management and delivery of the Training course. For the purposes of this clause, 'complete in all aspects' includes Training Materials that are items of Technical Data developed for purposes other than Training (eg, operating and maintenance manuals) and which are delivered separately under the Contract.

6.3 Learning Management Package Structure

Note: *Words in italics indicate headings within the SADL LMP template guide.*

6.3.1 Section 1: Learning Management Information

6.3.1.1 Section 1 of the LMP, *learning management information*, shall contain a *course data description*, including:

- a. the identifying course code, the course name, and short name;
- b. the highest security classification of course content (often related to Technical Data or Software that supports but was not developed for Training purposes) as defined by the Security Classification and Categorisation Guide;
- c. a statement of the course aim;
- d. a brief course description, including an overview of the scope of the learning outcomes to be covered, core learning activities and other associated learning programs that, together, form a learning and development solution;
- e. the type of course (eg, continuation, familiarisation or specialist);
- f. the minimum and maximum number of students per course;
- g. the primary delivery method (eg, distance learning, instructor led, etc);
- h. applicable trade / profession (ie, 'skills domain' or 'job family') of the participants;
- i. total course duration; and
- j. if applicable, the Registered Training Organisation.

6.3.1.2 Section 1 of the LMP shall contain a list of the course *learning outcomes* including a sequence number, description and, if applicable, the related UOCs from training packages and qualifications within the national register of VET.

6.3.1.3 Section 1 of the LMP shall contain an outline of the *summative assessments* and identify the required assessor qualifications.

6.3.1.4 Section 1 of the LMP shall contain details of course prerequisites including:

- a. *course Service prerequisites* (eg, Defence prerequisites, student rank or grade, required security clearance, and so on) when this information is provided by the Commonwealth;
- b. *course qualifications prerequisites* including, as applicable:
 - (i) education qualifications and language prerequisites;
 - (ii) prerequisite military proficiencies;
 - (iii) prerequisite UOCs identified from training packages and qualifications within the national register of VET; and
 - (iv) prerequisite courses, including courses that are not included within the national register of VET; and

- c. *any additional prerequisites* identified by the course designers and developers.
- 6.3.1.5** Section 1 of the LMP shall list *course targets* in terms of proficiencies, competencies, qualifications and licences, as applicable.
- 6.3.1.6** If the course is a '*program course*', comprising a series of component or 'child courses', section 1 of the LMP shall list the *program course components* by course code and title.
- 6.3.1.7** Section 1 of the LMP shall contain a list of major items of *course equipment* (ie, Training Equipment) identified by part number (if available), equipment name and the required quantity (note that additional details will be included in section 3).
- 6.3.1.8** Section 1 of the LMP shall identify *Defence training authority details*, when this information is provided by the Commonwealth.
- 6.3.1.9** Section 1 of the LMP shall include an *evaluation plan* (ie, a SADL evaluation phase plan) that consists of:
- a. a learning review plan, which includes:
 - (i) a summary of the V&V activities (eg, trial courses) to Verify the suitability of the course curriculum and to provide assurance of the quality of the learning and assessment materials;
 - (ii) cross-references to the ATPs and ATProcs applicable to the evaluation; and
 - (iii) focus areas for the evaluation process based on specific areas of risk (eg, safety critical and complex tasks); and
 - b. a *workplace evaluation plan*, which includes:
 - (i) a summary of the activities to Validate the learning outcomes and competencies applied in the workplace, including Contractor V&V program activities and recommended Defence activities, as applicable;
 - (ii) cross-references to the ATPs and ATProcs applicable to the evaluation; and
 - (iii) focus areas for the evaluation process based on specific areas of risk (eg, safety critical and complex tasks).
- 6.3.1.10** Section 1 of the LMP shall describe any *alternate learning pathways*, if applicable, such as assessment only, or recognition of competencies based on existing evidence.
- 6.3.1.11** Section 1 of the LMP shall identify course *accreditation* details including, when applicable:
- a. the VET regulator for course accreditation (eg, ASQA);
 - b. Australian Vocational Education and Training Management Information Statistical Standard ('AVETMISS') codes and reporting requirements;
 - c. proposed accreditation period; and
 - d. recognition by other relevant professional or industry bodies.
- 6.3.1.12** Section 1 of the LMP shall include contact details for organisations able to grant *authority to use* the LMP and related Training Materials, consistent with Technical Data and Software Rights Schedule for the Contract.
- 6.3.1.13** Section 1 of the LMP shall identify *Intellectual Property holders* (ie, Defence, Contractor or third parties) including for course content imported from VET training packages, and cross-reference any related restriction of rights detailed in the TDSR Schedule.
- 6.3.1.14** Section 1 of the LMP shall incorporate, where applicable, any additional information:
- a. including special information or instructions provided by the course developers; and
 - b. provided by the Commonwealth in relation to the above information requirements.
- 6.3.2 Section 2: Curriculum**
- 6.3.2.1** Section 2 of the LMP shall describe the course curriculum, excluding cost information.
- 6.3.2.2** The course curriculum details shall include:

- a. a *course overview*, including a course map (ie, graphical representation) showing the sequence of course modules and mapping of UOCs; and
- b. course duration, identifying each learning and assessment module and any other activity, the duration of each module or other activity, and the total duration.

6.3.2.3 The course curriculum shall describe the *modules* within the course (where modules are used to group learning outcomes with a similar purpose or goal) including:

- a. the module content, described in a single sentence and a list of the learning outcomes in the module;
- b. identification of prerequisite modules;
- c. the security classification of the content;
- d. a list of the module's assessment activities;
- e. a summary of the learning / Training delivery methods used within the module;
- f. a list of key Support Resources, such as significant items of Training Equipment;
- g. any WHS requirements; and
- h. any additional information relevant to defining the scope of the module.

6.3.2.4 The course curriculum shall describe the *learning outcomes* for each module, including:

- a. a learning outcome identifier (eg, LO1.1) and descriptive name;
- b. performance conditions (ie, the learning and assessment environment);
- c. performance standards to be attained in order to achieve competency;
- d. assessment criteria, addressing the required skills, knowledge, and attitudes / behaviours;
- e. identification of the related formative and summative assessment modules;
- f. any related UOCs from VET;
- g. a content summary, describing the skills, knowledge, etc, to be covered;
- h. security classification of the content;
- i. the Training level, if applicable (as defined in the SADL Guide);
- j. any pre-requisite learning outcomes;
- k. the learning / Training delivery method;
- l. a summary of the resources required, including human resources, Facilities and Training Equipment;
- m. a list of related Technical Data (ie, that was not developed as Training Materials);
- n. any additional information relevant to describing the learning outcome; and
- o. if there are no subordinate learning outcomes, a description of the teaching points applicable to this learning outcome.

6.3.2.5 The course curriculum shall describe each *subordinate learning outcome* (ie, being subordinate to a learning outcome in clause 6.3.2.4), as applicable, including:

- a. identification of the related (parent) learning outcome;
- b. a subordinate learning outcome identifier and descriptive name;
- c. equivalent details for each topic identified in subclauses b to e and k to n under clause 6.3.2.4; and
- d. teaching points.

6.3.2.6 The course curriculum shall describe the course assessments, including:

- a. for each formative assessment:

- (i) an identifier and name;
 - (ii) identification of the related learning outcome / subordinate learning outcome;
 - (iii) the assessment method;
 - (iv) a description of the assessment and the conditions under which the assessment is to be performed;
 - (v) the assessment criteria; and
 - (vi) any additional information relevant to describing the assessment; and
- b. for each *summative assessment*:
- (i) for the purposes of summative assessment, each requirement as listed in clause 6.3.2.6a; and
 - (ii) any related UOCs from VET.

6.3.2.7 The course curriculum shall include any *additional information* provided by the Commonwealth, including reference to related Defence policies and procedures.

6.3.3 Section 3: Major Resource Requirements

6.3.3.1 Section 3 of the LMP shall identify the human and other Support Resources required to deliver the course. The list of *major resource requirements* in the LMP shall include:

- a. human resources requirements, including:
 - (i) instructors;
 - (ii) assessors; and
 - (iii) administration and support staff;
- b. the physical Support Resource requirements, including:
 - (i) the use of Mission Systems, if applicable;
 - (ii) proposed Training Facilities, summarising requirements such as the utilities, installed equipment and information systems required;
 - (iii) significant items of Training Equipment; and
 - (iv) related services (eg, student transport and access to information systems);
- c. the support to be provided by Defence units with a major role in providing learning and assessment activities, including the use of existing Defence resources; and
- d. any additional information provided by the Commonwealth in relation to the above.

6.3.3.2 Section 3 of the LMP should cross-reference section 4 instead of detailing the Training Equipment and Training Materials that are not considered to be major resources.

6.3.4 Section 4: Learning and Assessment Materials

6.3.4.1 Section 4 of the LMP shall list the *learning and assessment materials* used for the management and implementation of the course, including:

- a. materials developed for learning and assessment purposes including:
 - (i) student materials (eg, précis, workbooks, exercise and tutorial materials);
 - (ii) presentation media, exercise and other Training-delivery materials;
 - (iii) instructor manuals, guides and manuals for the use of Training Equipment;
 - (iv) student assessment and grading materials;
 - (v) software and electronic media for learning delivery and assessment;
 - (vi) competency specifications and graduation requirements;
 - (vii) requirements for individual Training records and reporting;
 - (viii) documents required for course evaluation and reporting; and

(ix) any other documents and Software required to enable delivery of Training courses, conduct assessments, and perform administrative functions; and

b. other Technical Data and Software that was developed for another purpose (eg, operating and maintenance manuals) but which is required for course.

6.3.4.2 Training Materials, developed for Training purposes, shall be attached to the LMP as soft copy data items.

6.3.4.3 For Technical Data and Software that were not developed for Training purposes but which are required for the delivery of Training, the LMP shall:

a. identify the reference number or document number, as applicable, including the version / build number for Software;

b. identify the document or Software module / library name, as applicable; and

c. include a cross-reference to the related entry in the SSTDL or SWLIST, as applicable.

6.3.5 Section 5: Supporting Materials

6.3.5.1 Section 5 of the LMP shall list *supporting materials* used for the development of the LMP, but which are not disseminated as part of the course. The list shall identify, for each supporting document, the name, version number and date, and a reference to the applicable annex containing the document.

6.3.5.2 *Supporting materials* to be listed in Section 5 of the LMP include, when required under the Contract:

a. the related TRS or TNGRECR, as applicable;

b. the ATPs, ATProcs and the ATR(s) that include the resulting 'trial reports', and

c. learning review reports.

6.4 Annexes

6.4.1 The LMP shall include annexes (or cross-references to supporting materials) for the following, as applicable to the Contract:

a. Design Phase Scope Proposal (SADL product DesP1);

b. Risk Assessment Summary (SADL product AP2);

c. Task Breakdown Sheet (SADL product DesW1);

d. Learning Outcomes Requirements Sheet (SADL product DesW2);

e. Draft Learning Outcomes (SADL product DesW3);

f. Mapping Matrix (SADL product DesP3); and

g. Trial Report (SADL product DP1).

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-DEF-DCOD-V5.3**
- 2. TITLE: DATA MANAGEMENT SYSTEM CONCEPT OF OPERATION DOCUMENT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Data Management System (DMS) Concept of Operation Document (COD) describes the Contractor's implementation of the DMS Contract requirements to enable electronic interchange and processing of Contract data.
 - 3.2** The Contractor uses the DMS COD to:
 - a. describe the Contractor's implementation of the DMS;
 - b. detail the requirements for implementing the DMS at the Commonwealth's premises; and
 - c. provide an operators' manual for all authorised users, including Commonwealth Authorised Users, to enable the DMS to be effectively operated.
 - 3.3** The Commonwealth uses the DMS COD to:
 - a. understand the Contractor's implementation of the DMS;
 - b. determine any Commonwealth actions to implement, operate and manage the DMS; and
 - c. operate the DMS.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The DMS COD is subordinate to the following data items, where these data items are required under the Contract:
 - a. Project Management Plan (PMP);
 - b. Integrated Support Plan (ISP); and
 - c. Technical Data Plan (TDP).
 - 4.2** The DMS COD inter-relates with the following data items, where these data items are required under the Contract:
 - a. all data items derived from the Master Technical Data Index (MTDI); and
 - b. Data Accession List (DAL).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 Specific Content**

 - 6.2.1 DMS Overview**
 - 6.2.1.1** The DMS COD shall:
 - a. explain the purpose of the DMS;

- b. describe the physical and logical architecture of the DMS to the extent that all parties need to understand in order to be able to connect with the DMS; and
- c. list the computing equipment, including any special hardware or software, required by the Commonwealth Authorised Users of the DMS.

6.2.2 DMS Users

6.2.2.1 The DMS COD shall:

- a. identify all users of the DMS, including Commonwealth Authorised Users;
- b. detail the access rights of the Commonwealth Authorised Users at all locations to the DMS; and
- c. detail the access rights of the Contractor and the Subcontractors to the DMS.

6.2.3 DMS Contract Data

6.2.3.1 The DMS COD shall:

- a. list the types of electronic data that shall be available for both formal and informal communications via the DMS;
- b. identify the processes for updating and maintaining the index of data within the DMS, including, if required under the Contract, the data defined by the DAL; and
- c. list all the electronic data formats used in the DMS for which the Commonwealth Authorised Users will be provided access.

6.2.4 DMS Implementation and Management

6.2.4.1 The DMS COD shall:

- a. list all software packages and necessary licences required to be supplied by the Contractor to enable the Commonwealth Authorised Users to access the electronic data in the DMS (both locally and remotely);
- b. detail the procedures, which are required to be followed by the Commonwealth Representative, for the configuration of all necessary software that is required to provide full DMS functionality, including the administration procedures to control access rights;
- c. detail the Configuration Management (CM) procedures used for the management of the DMS, including:
 - (i) cross-platform document CM (eg, across mirrored sites, Contractor-to-Subcontractor, etc);
 - (ii) electronic document management; and
 - (iii) where these CM procedures are not covered by the Configuration Management Plan (CMP) delivered under the Contract;
- d. detail any time restrictions, using Australian Eastern Standard Time, when DMS access may be limited (eg, DMS scheduled maintenance);
- e. detail the system security aspects of the DMS, including:
 - (i) controlled system access;
 - (ii) system administration functions to control data access;
 - (iii) file transfer protocols used;
 - (iv) security classification of material that will be able to be released on the DMS;
 - (v) procedures for the handling, management, transfer, release, etc, of classified material (if required);
 - (vi) procedures for periodic back-up of electronic data, including a list of the data files that should be backed up, how the backup is performed, and how such files are recovered; and

- (vii) any other requirements to ensure that the DMS appropriately addresses cyber security;
- f. detail the system administration functions of the DMS, which Commonwealth Authorised Users may be required to perform, including a description of all routine administration that is to be carried out and the actions required to perform such administration;
- g. detail the procedures to be used in formal and informal communications for the following:
 - (i) notification of actions between the Commonwealth Authorised Users (eg, delivery, receipt, approval, non-approval, comments, etc);
 - (ii) access and navigation of the DMS;
 - (iii) downloading, uploading, and viewing DMS data; and
 - (iv) how comments are to be provided for each document type (eg, native file formats, etc);
- h. detail how the DMS manages the promotion of data from one status to the next (eg, working, draft submission, final submission, Approved, and Accepted);
- i. detail the point-of-contact for assisting Commonwealth Authorised Users with problem resolution and to answer questions concerning the DMS; and
- j. detail any other DMS miscellaneous issues.

6.2.5 DMS Training

6.2.5.1 The DMS COD shall detail the training plan for the DMS, including:

- a. proposed venue(s);
- b. proposed instructors;
- c. participants;
- d. length of the training session;
- e. scheduled training date(s); and
- f. training materials that will be provided.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-HSE-SDS-V5.3

2. TITLE: SAFETY DATA SHEET

3. DESCRIPTION AND INTENDED USE

3.1 A Safety Data Sheet (SDS) provides information on the properties of Hazardous Chemicals, how they affect health and safety, and how to manage the Hazardous Chemical in the workplace. For Hazardous Chemicals, SDSs shall follow the code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth) titled *Preparation of Safety Data Sheets for Hazardous Chemicals* (hereafter referred to as 'approved SDS code of practice'). In addition, SDSs are used by Defence to document the properties of Ozone Depleting Substances (ODSs), Synthetic Greenhouse Gases (SGGs) and Dangerous Goods that are not also classified as Hazardous Chemicals.

4. INTER-RELATIONSHIPS

4.1 The SDS inter-relates with the following data items, or annex to the Statement of Work (SOW), where these data items or annexes are required under the Contract:

- a. the Health and Safety Management Plan, Project Management Plan or Support Services Management Plan, as applicable to the Contract for the purposes of recording Approved Substances; and
- b. problematic substances and problematic sources in supplies (SOW annex);
- c. Hazard Analysis Reports and Hazard Log; and
- d. Safety Case Report or Materiel Safety Assessment, as applicable.

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

| | |
|-------------------------------|--|
| approved SDS code of practice | code of practice approved under section 274 of the Work Health and Safety Act 2011 (Cth) titled Preparation of Safety Data Sheets for Hazardous Chemicals. |
|-------------------------------|--|

| | |
|--|--|
| GHS as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth) | <i>Globally Harmonised System of Classification and Labelling of Chemicals</i> , Seventh revised edition, published by the United Nations as modified under Schedule 6 of the Work Health and Safety Regulations 2011 (Cth). |
|--|--|

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions provided in the approved SDS code of practice.

Note: *The approved SDS code of practice acknowledges that certain international SDS formats provide an equivalent standard of information to that required by the approved SDS code of practice. The intention is to permit some flexibility in the format of a SDS, while ensuring that the information contained in the SDS meets the requirements of the approved SDS code of practice.*

6.1.2 Non-generic information may be submitted in the Contractor's preferred format.

6.2 Specific Content

6.2.1 The content of the SDS for Hazardous Chemicals shall follow the requirements of the approved SDS code of practice, which is available from the following internet address:

<http://safeworkaustralia.gov.au/>

- 6.2.2** Where the Contract requires an SDS for an ODS, SGG or Dangerous Good, which is not also a Hazardous Chemical, and therefore not required under the *code of practice*, the SDS shall include information that relates to the applicable regulatory requirements for those SDS sections that remain valid.

Note: If an SDS exists within the Australian ChemAlert database, then the requirements of this DID may be met if the applicable SDS is identified to the Commonwealth Representative by its unique record within that database.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-MEET-AGENDA-V5.3**
- 2. TITLE: MEETING AGENDA**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Meeting Agenda provides information concerning the purpose, location and schedule of meetings convened for the purpose of discharging the requirements of the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Meeting Agenda is subordinate to the following data items, where these data items are required under the Contract:
Nil.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** Non-generic information may be submitted in the Contractor's preferred format.
 - 6.2 Specific Content**

 - 6.2.1** The Meeting Agenda shall incorporate agenda items and other input requested by the Commonwealth Representative and shall include:
 - a. the purpose or objective of the meeting;
 - b. the meeting location, date, starting time, and expected duration;
 - c. a chronological listing of each major discussion topic, including the person responsible to take the lead on the topic;
 - d. a list of individuals invited to attend the meeting, identifying their appointment and area of responsibility;
 - e. the identity of the chair person(s);
 - f. administrative information associated with the meeting including, where appropriate, access arrangements and the facilities available;
 - g. a list of documentation to be reviewed either for, or at, the meeting; and
 - h. any other information pertinent to the meeting.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-MEET-MINUTES-V5.3**
- 2. TITLE: MEETING MINUTES**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** Meetings Minutes are recorded to ensure an accurate account of all discussions, decisions and actions arising from meetings between the Contractor and the Commonwealth.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Meeting Minutes are subordinate to the following data items, where these data items are required under the Contract:
 - Nil.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
 - Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** Non-generic information may be submitted in the Contractor's preferred format.
 - 6.2 Specific Content**

 - 6.2.1 Main Body**
 - 6.2.1.1** Meeting Minutes shall include:
 - a. a list of attendees by name, title, appointment, organisation and contact phone number;
 - b. a page that provides for agreement to the minutes by the senior representatives (Commonwealth and Contractor) who attended the meeting, with the page to also show details of any representatives who disagree with the minutes;
 - c. the purpose of the meeting;
 - d. the actual agenda followed at the meeting;
 - e. a summary of the discussion, decisions, agreements and directions determined during the course of the meeting;
 - f. a list of action items agreed at the meeting;
 - g. other information required by the chairperson to be recorded in the minutes; and
 - h. details of proposed next meeting.
 - 6.2.2 Action Items**
 - 6.2.2.1** The action item list shall be attached to the Meeting Minutes. The action item list shall reflect the current status of all action items, including those that are closed and completed.
 - 6.2.2.2** Actions items shall be numbered either as follows or in the Contractor's preferred format:
 - AI:PPPPPP: MMM:NNN
 - where -
 - AI stands for Action Item;

PPPPPP is the Project Name or Identification;

MMM is the Meeting Identifier; and

NNN is the Action Item Number.

6.2.2.3 The action item list shall include:

- a. the party and individual responsible for undertaking the action item;
- b. the timeframe for completing the action item; and
- c. the history of the action item, including any transfer of responsibilities or changes in scope.

DATA ITEM DESCRIPTION

1. **DID NUMBER: DID-PM-MGT-AFD-V5.3**
2. **TITLE: APPLICATION FOR A DEVIATION**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 The Application for a Deviation (AFD) is required to document the request and evaluation of a deviation from, or the non-conformance with, an approved design or controlled process.
 - 3.2 The Contractor uses the AFD to inform the Commonwealth of a proposed deviation or non-conformance.
 - 3.3 The Commonwealth uses the AFD as the basis for review and evaluation of the application for a deviation or non-conformance made by the Contractor.
4. **INTER-RELATIONSHIPS**
 - 4.1 The AFD is subordinate to the following data items, where these data items are required under the Contract:

Nil.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DID to the extent specified herein:

Departmental Quality Assurance Instruction 014, *Applying for a Deviation*
6. **PREPARATION INSTRUCTIONS**
 - 6.1 **Generic Format and Content**

 - 6.1.1 The data item shall comply with the general format, content and preparation instructions required by the form at Annex A to this DID (or equivalent electronic form) and, as applicable, the SOW clause for 'Deliverable Data Items' or the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 **Specific Content**

 - 6.2.1 **General Requirements**
 - 6.2.1.1 An AFD is required to be submitted for all applications for a deviation or waiver from, or non-conformance with, an approved configuration management baseline or variation from an approved process.
 - 6.2.2 **Specific Requirements**
 - 6.2.2.1 All AFDs shall be prepared and requested through the submission of a Department of Defence form, as per the example included at Annex A.
 - 6.2.2.2 The AFD form submitted by the Contractor shall, as a minimum, include applicable header information and the completion of all mandatory fields in Part 1 of the form.

Note: If the Contractor has access to the Defence Protected Network, the Contractor should use the electronic form SG002 available from the 'e-Forms' application (as updated from time to time). Alternatively, the embedded PDF version may be used instead of the form at Annex A.

Note: For Configuration Management purposes, one AFD may result in one or more 'requests for variance'.



SG002.pdf

Annex:

A. Application for a Deviation

Department of Defence

Application for a Deviation

Distribution
Original – Applicant's copy
Copy 2 – QAR
Copy 3 – Contracting Authority
Copy 4 – Ordering Authority
Copy 5 – DAA
Copy 6 – User authority

| |
|-----------------------------|
| Applicant's reference no. |
| QAR authority reference no. |

Applicant requests decision by

| | |
|------|--|
| Date | (Negotiated with the contract authority) |
|------|--|

Note: Policy and procedure for this process are issued as a Department Quality Assurance Instruction

- Under no circumstances shall the applicant incorporate the deviation until approval from the appropriate contract authority has been received.
- Approval of this deviation does not represent an authority to change the design nor to extend the non-conformance, of any other item in the contract.
- The applicant must be a responsible officer of the supplier's, contractor's or subcontractor's organisation acceptable to the contract authority.

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

*Denotes mandatory fields

| | | |
|--|---------------------------------|----------------------------|
| *a. Name and address of applicant | | *b. Contract or order no. |
| *c. Main item or assembly | d. Component | |
| *e. Relevant documentation (include issue no. and date) | f. Specification no. | g. Part identification no. |
| h. Batch lot or reference | *i. Period or quantity involved | |
| *j. Description of deviation (including supporting data – attach additional sheets if necessary). Refer to note 1. | | |

*k. Effect of deviation

Enter 'S' = Satisfactory, 'A' = Adversely affected, 'N' = Not known
If 'A' or 'N' is used, supporting documentation is to be attached.

| | | | | | |
|--------------------------|--------------------------|--------------------------|-------------|---|---|
| <input type="checkbox"/> | Interchangeability | <input type="checkbox"/> | Function | Price variation <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If 'Yes', Increase <input type="checkbox"/> Decrease If 'Yes', supporting information is to be attached. | Delivery variation <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If 'Yes', Longer <input type="checkbox"/> Shorter If 'Yes', supporting information is to be attached. |
| <input type="checkbox"/> | Strength | <input type="checkbox"/> | Safety | | |
| <input type="checkbox"/> | Quality control | <input type="checkbox"/> | Life | | |
| <input type="checkbox"/> | Maintainability | <input type="checkbox"/> | Weight | | |
| <input type="checkbox"/> | Reliability | <input type="checkbox"/> | Performance | | |
| <input type="checkbox"/> | Environmental compliance | | | Are there other critical factors affected which are not listed? <input type="checkbox"/> Yes <input type="checkbox"/> No Is 'Yes', attach details | |

*l. Is permanent design change proposed?

Yes No If 'No', box n. is to be completed and box o. is to be completed where applicable.

*m. Applicant's design department (if applicable, attach agreed conditions)

| | | | | |
|---|--------------|-------------|--------------|------|
| Signature – (Design department) | Printed name | Appointment | Phone number | Date |
| n. Proposed corrective action for deviation application (<i>Attach additional sheets where necessary</i>) | | | | |
| o. Proposed action to prevent recurrence (<i>Attach additional sheets where necessary</i>) | | | | |

*p. Agreed by applicant (All details are correct, and design department signatory is authorised)

| | | | | |
|-------------------------|--------------|-------------|--------------|------|
| Signature – Application | Printed name | Appointment | Phone number | Date |
|-------------------------|--------------|-------------|--------------|------|

● When Part 1 is complete, forward both pages of the form and all attachments to Defence Quality Assurance Representative.

OFFICIAL

Applicant's reference no.

QAR authority reference no.

Part 2 – To be completed by the Defence Quality Assurance Representative

| | | | | |
|---|--------------|-------------|---|------|
| a. General comments (including, based on objective evidence, that effects identified in Part 1 k. are verified) | | | | |
| b. Application referred to | | | c. 'For information' copy provided to CA | |
| User authority (in-service applications) <input type="checkbox"/> and/or <input type="checkbox"/> Design acceptance authority | | | <input type="checkbox"/> Contract authority | |
| d. QAR (Sections a. and b. above have been completed where applicable and details supplied in Part 1 are assessed as being complete and accurate) | | | | |
| Signature | Printed name | Appointment | Phone number | Date |

Part 3 – To be completed by the User Authority (Where applicable to in-service requirements)

| | | | | |
|---|--------------|-------------|--------------|------|
| a. Application is | | | | |
| <input type="checkbox"/> Endorsed Is restriction attached? <input type="checkbox"/> Yes (Attach response) <input type="checkbox"/> No <input type="checkbox"/> Not endorsed (Attach reasons) | | | | |
| b. User representative | | | | |
| Signature | Printed name | Appointment | Phone number | Date |

Part 4 – To be completed by the Design Acceptance Authority or delegate

| | | | | |
|--|---------------------|--|--------------|------|
| a. Category | Category guidelines | | | |
| | Critical | Mission critical and/or threat to life | | |
| | Major | Significant issues that do not affect the mission or pose no threat to life. | | |
| | Minor | Lesser issues affecting configuration. | | |
| b. Need for permanent design change is agreed | | c. If 'No', return to agreed specification by | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | Date | | |
| d. Engineering Change Number (ECN) and Comments | | | | |
| | | | | |
| e. Technical endorsement <input type="checkbox"/> Endorsed <input type="checkbox"/> Not endorsed | | | | |
| Signature | Printed name | Appointment | Phone number | Date |

Part 5 – Approval — To be completed by the Contract Authority or representative

| | | | | |
|--|--------------|--|------------------------------|------------------------------|
| Contract authority or representative (Cost and schedule implications have been accessed) | | (CCP and/or ECP action has been initiated) | | |
| Application is: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved (Attach reasons) | | <input type="checkbox"/> CCP | <input type="checkbox"/> ECP | <input type="checkbox"/> N/A |
| Signature | Printed name | Appointment | Phone number | Date |

Part 6 – To be completed by the Defence Quality Assurance Representative

| | | | | |
|--|--------------|-------------|--------------|------|
| Application close out (The details on this form have been recorded and copies dispatched as per distribution list) | | | | |
| Signature | Printed name | Appointment | Phone number | Date |

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-MGT-RP-V5.3**
- 2. TITLE: REMEDIATION PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** A Remediation Plan sets out the Contractor's strategy, methodology, activities, resources and timeframes to address the underlying causes of the actual or potential problems, failures or breaches that have led to the requirement for the Contractor to submit a Remediation Plan under the Contract. The Remediation Plan sets out the Contractor's plan to:
 - a. rectify or prevent (as applicable) the actual or potential problems, failures or breaches;
 - b. avoid or mitigate the impacts of the actual or potential problems, failures or breaches; and
 - c. ensure that the actual or potential problems, failures or breaches (or any similar or related problems, failures or breaches) do not occur again.
 - 3.2** The Contractor uses the Remediation Plan to:
 - a. describe the arrangements for managing the remediation activities, including in relation to Subcontractors;
 - b. provide direction to the Contractor's management team responsible for achieving the required remediation outcomes, as set out in clause 3.1;
 - c. ensure that those parties who are undertaking remediation activities understand their responsibilities, the processes to be used, and the time-frames involved; and
 - d. provide assurance to the Commonwealth that the underlying causes of the problems, failures or breaches will be remediated while ensuring that the other requirements of the Contract will continue to be satisfied.
 - 3.3** The Commonwealth uses the Remediation Plan to:
 - a. evaluate and gain assurance that the Contractor's Remediation Plan will achieve the required remediation outcomes, as set out in clause 3.1;
 - b. provide a basis for monitoring and assessing the Contractor's performance in executing the Remediation Plan; and
 - c. identify any requirements for Commonwealth involvement in the Contractor's Remediation Plan.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Remediation Plan is subordinate to the following data items, where these data items are required under the Contract:

Nil.
 - 4.2** The Remediation Plan inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contract Work Breakdown Structure (CWBS);
 - b. Contract Master Schedule (CMS);
 - c. Support Services Master Schedule (SSMS); and
 - d. any plan that is related to the subject matter of the Remediation Plan.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 The Remediation Plan shall:

- a. describe the actual or potential problem, failure or breach that led to the requirement for submission of the Remediation Plan;
- b. describe the objectives of the Remediation Plan and the outcomes to be achieved in tangible, measurable terms and/or the exit criteria to be achieved (ie, in the context of the generic outcomes identified at clause 3.1), including identifying when these objectives and outcomes will be achieved;
- c. identify the position responsible for achieving the objectives and outcomes identified pursuant to paragraph b above, including the name of the person filling the identified position;
- d. set out the detailed steps that the Contractor will take to achieve the identified objectives and outcomes, including:
 - (i) the dates by which they will be completed;
 - (ii) any review points and/or decision points; and
 - (iii) the locations where the steps will be undertaken;
- e. explain:
 - (i) why each of the steps is necessary and how these steps will achieve the identified objectives and outcomes in the proposed timeframes;
 - (ii) how the plan minimises the impact on existing Contract work (including schedule) and the Commonwealth; and

Note: Approval of the Remediation Plan does not grant relief for any contractual obligations in accordance with clause 4.4 of the COC.

- (iii) where the plan does have an impact on existing Contract work and/or the Commonwealth, why these impacts are unavoidable;
- f. if the actual or potential problem, failure or breach was identified or investigated by a Commonwealth or independent audit or other Commonwealth review activity (including as part of the Independent AIC Audit Program), address the recommendations from that audit or review activity, as notified by the Commonwealth Representative;
- g. identify any assumptions or risks associated with the plan, and how those assumptions will be managed and the risks mitigated;
- h. for each of the steps in the plan, identify:
 - (i) the resources required, including the people involved (by name), describing the activities that each person will be undertaking and identifying whether or not these people are involved in other Contract work;
 - (ii) any Subcontractors involved and describe the activities to be performed by these Subcontractors, including explaining how these activities will contribute to achieving the identified objectives and outcomes;

- i. identify any inputs required to be provided by the Commonwealth to implement the steps (which, for clarity, shall be minimised and not include any additional requirements for GFM, GFF or GFS);
- j. describe the reports that will be provided to the Commonwealth on the progress of the plan, which shall:
 - (i) be provided on a monthly basis;
 - (ii) identify the activities undertaken since the last report, the steps completed, any difficulties encountered, and the actions being taken to address the difficulties; and
 - (iii) identify any envisaged changes to the Approved Remediation Plan and provide justification as to why these are considered necessary;
- k. if applicable, describe any ongoing monitoring that will be implemented after all of the steps in the Approved Remediation Plan have been completed to ensure that the situation, which has led to the requirement for the Contractor to submit a Remediation Plan, does not recur; and
- l. include any other information pertinent to the plan.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-RVW-PACKAGE-V5.3**
- 2. TITLE: REVIEW PACKAGE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The purpose of Review Package is to allow the Contractor and Commonwealth Representative to prepare for System Reviews in order to gain maximum value from the reviews.
 - 3.2** The Contractor uses the Review Package to convey the set of information that supports the objectives of the review.
 - 3.3** The Commonwealth uses the Review Package, along with other data items specifically identified in the CDRL, to assist with confirming that the System Review objectives have been met.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Review Package is subordinate to the following data items, where these data items are required under the Contract:
 - a. System Review Plan (SRP);
 - b. Quality Plan (QP); and
 - c. any other plan that provides details of System Review activities under the Contract.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items' or as otherwise Approved by the Commonwealth Representative.
 - 6.1.2** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
 - 6.2 Specific Content**

 - 6.2.1** The Review Package shall include information to be reviewed and discussed at the specific System Review, including:
 - a. documentation that is necessary to show that the objectives of the System Review have been satisfied;
 - b. presentation material;
 - c. all relevant documents not previously delivered and needed to meet the objectives of the System Review;
 - d. status of action items from previous System Reviews;
 - e. where applicable to the System Review, status of measurement data (eg, design maturity metrics and Technical Performance Measures); and
 - f. where applicable to the System Review, current configuration status along with any identified discrepancies in Configuration Baselines.

**ASDEFCON (SUPPORT)
CONTRACTOR STANDING CAPABILITY MODULE
HANDBOOK**

**CUSTOMISING ASDEFCON (SUPPORT)
TO INCLUDE A CONTRACTOR STANDING CAPABILITY**

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INTRODUCTION

Background

ASDEFCON (Support) V5.2 is a template for Productivity and Performance Based Contracts (PPBCs), which use Key Performance Indicators (KPIs) with related rewards and remedies to motivate the Contractor to achieve Defence's required outcomes for the Contract. Notwithstanding, not all Contract work can or should be measured using KPIs. Specialist engineering and design work is often not suited to KPIs, because the scope cannot be adequately defined in advance of a contract. Work, such as detailed investigations of defects and the development of Engineering Change Proposals (ECPs), can only be scoped once the individual activity is identified and analysed. The *Contractor Standing Capability (CSC) Module* provides a method for managing these types of emergent work, where the scope is not able to be accurately forecast.

The CSC Module

The *CSC Module* provides a mechanism for managing and maintaining a team with specialist expertise for the duration of a contract and, ultimately, for the Life-of-Type (LOT) of a Materiel System. This is particularly important in circumstances where the system (or key part(s) of it) is unique to Australia (eg, because it was developed locally or become a technological orphan over time). The complexity of the Products Being Supported and the scope and pace of expected changes over the LOT of these Products are two factors that affect whether or not a CSC should be established.

The purpose of the CSC is to provide access to an on-going pool of expertise. These are often used for specialist engineering and design activities, for both hardware and software, but may also be used for maintaining Training Materials or other activities where each event is difficult to forecast. The alternative is often a continuous series of S&Q Services; however, S&Q Services generally incur higher labour charges and reduced skills continuity due to their stop/start nature. Note that the CSC is not a replacement for Recurring Services.

The CSC Module comprises the following files:

- a. 01_SPTV5.2_CSC_General.docx (this document)
- b. 02_SPTV5.2_CSC_COT.docx
- c. 03_SPTV5.2_CSC_COC.docx
- d. 04_SPTV5.2_CSC_CATTB_PriceAndPayments.docx
- e. 05_SPTV5.2_CSC_CATTM_Glossary.docx
- f. 06_SPTV5.2_CSC_SOW.docx
- g. DID-ENG-CSCMS-V5.2.docx
- h. DID-ENG-CSCSR-V5.2.docx
- i. DID-ENG-CSCTP-V5.2.docx
- j. DSD-ENG-CSC-V5.2.docx

How to use this Handbook

This Handbook is designed to provide an understanding of the CSC clauses and to assist drafters to customise the *ASDEFCON (Support)* template to incorporate a CSC. The *CSC Module* comprises this handbook and the following changes to *ASDEFCON (Support)* template:

- a. conditions of contract (COC) changes add a new clause 15, to specify the composition of and manage changes to the CSC, and modifies extant clauses of key relevance to implementing a CSC;
- b. Attachment B is extended to include a new Annex H for CSC pricing;
- c. Attachment M, the Glossary, is updated to include CSC relevant definitions;

- d. Statement of Work (SOW) changes incorporate a new Detailed Service Description (DSD) and associated Data Item Descriptions (DIDs) to specify the work-related management framework for the CSC, including modifying DID-ENG-CEMP for the overall management of the CSC; and
- e. conditions of tender (COT) changes incorporate the applicable Tender Data Requirements (TDRs) for the CSC.

This Handbook should be read together with the *ASDEFCON (Support)* template and the SOW Tailoring Guide (SOWTG). Drafters may also wish to consult the Defence Procurement Policy Manual (DPPM) or the Complex Procurement Guide.

There are a number of other considerations that should be taken into account when assessing whether or not to use this *CSC Module*. Firstly, the approach embedded in the *CSC Module* can be resource-intensive for the Commonwealth (although, managing emergent engineering work under a contract (eg, as S&Q Services) is often resource-intensive, and it is really the degree of intensiveness that must be assessed here). Equally, the approach defined for the CSC would not be appropriate if it were envisaged that there would only be a small amount of emergent engineering work (eg, for less than five people). Finally, the clauses are premised on the Commonwealth being able to identify sufficient task work in order to keep the CSC team fully occupied. As such, it may be appropriate to consider starting with a small CSC and then building it up over time, if required, as a more accurate understanding of the amount of work is established. In all of these regards, drafters will have to determine the best solution for their Contract.

Template Versions and Help

The version of the *CSC Module*, supported by this Handbook, is intended for use with:

ASDEFCON (Support) V5.2

Advice regarding the *CSC Module* may be sought from:

- your Materiel Procurement Branch (MPB) representative;
- ASDEFCON and Contracting Initiatives (ACI) for changes to the COT, COC and Attachments other than the SOW; and
- ASDEFCON Statement of Work (SOW) Policy Directorate, for changes to the SOW, DSDs and DIDs.

E-mail contacts:

ASDEFCON and Contracting Initiatives: procurement.ASDEFCON@defence.gov.au

ASDEFCON SOW Policy: asdefconsow.support@defence.gov.au

Referenced Documents

The following table lists the documents referenced or used to complement this handbook:

| Reference | Description |
|-----------------------------|---|
| ASDEFCON (Support) template | ASDEFCON (Support) template, including covering pages, COT, COC, SOW, and associated attachments and annexes. |

Definitions, Acronyms and Abbreviations

The definitions of terms, acronyms and abbreviation used in this handbook are defined in:

- a. *ASDEFCON (Support)* Attachment M, Glossary; and
- b. *CSC Module* glossary updates ('Draft Attachment M for CSC').

GENERAL GUIDANCE FOR THE CSC PROVISIONS

This initial guidance section provides an overview of the CSC and introduces a number of the key concepts associated with its use. This guidance should be read in conjunction with the guidance included at the start of draft DSD-ENG-CSC.

Overview of the CSC

The purpose of the CSC is to provide, on an on-going basis, a pool of personnel with specific knowledge and areas of expertise to be made available to the Commonwealth for tasking. Although the *CSC Module* was developed primarily for specialist engineering and related activities, and is included under the engineering clauses of the SOW, it can be used for other Services where:

- a. expertise can be difficult to obtain and retain; and
- b. the scope of work can be difficult to define upfront.

Note: The CSC cannot be used to undertake Recurring Services¹!

If a CSC were not to be implemented, the required work would need to be undertaken through a series of S&Q Services (eg, for various engineering tasks, such as performing investigations and developing modifications), which is likely to incur higher overheads and labour charges and reduced skills continuity due to the stop/start nature of S&Q Services. Additionally, there are no 'schedule' guarantees for the start and provision of S&Q Services because the Contractor is unlikely to have appropriate expertise and numbers of staff available and standing by, waiting to undertake any newly identified work – thus the start of work may be delayed by recruiting and/or subcontracting activities. When this expertise is obtained, however, there is the likelihood that those personnel will take time to 'come up to speed' with specific knowledge of the Materiel System, which further impacts upon the schedule and may be less productive than using personnel familiar with the system. The complexity of the Products Being Supported and the scope and pace of expected change over the life of the Products are two factors that affect whether or not a CSC should be established for Engineering Services and/or other work that cannot be accurately forecast prior to the Effective Date.

The CSC provisions, established through the COC and DSD-ENG-CSC, creates a separate portion of the Contract in which the outcomes are regularly assessed and reviewed (in accordance with the COC, as tailored by the drafter) to confirm that the CSC continues to meet Commonwealth requirements. The provisions function such that if the CSC were no longer required, the CSC could be removed by setting the number of personnel to zero, and the remainder of the Contract would continue to operate effectively with work being undertaken as S&Q Services. In this regard, the CSC provisions establish:

- a. a new clause 10 to Attachment B (the Price and Payment Schedule (P&PS)) and new Annex H (from the ASDEFCON (Support) Pricing Workbook (SPTPW)), to identify CSC Personnel, their rates and the monthly CSC Fee;
- b. a performance management framework for the CSC, including planning, reporting and periodic review, which is independent of the PPBC framework of the Contract; and
- c. a separate work / task management framework structured around the use of CSC Task Plans and the CSC Master Schedule.

Under the CSC provisions, the Commonwealth pays for a pool of Contractor and/or Subcontractor personnel whom are available to undertake those (and only those) tasks authorised by the Commonwealth Representative through the Approval of CSC Task Plans. If the Commonwealth does not provide sufficient work to fully employ all of the CSC Personnel, then the Commonwealth is still required to pay for those Personnel. In other words, a CSC should only be established when there is sufficient

¹ Generally this would create a double-dipping (double payment) situation; however, the Commonwealth may override this and direct CSC resources to be used for Recurring Services when necessary to address a Surge (ie, Contingency) situation.

Ad Hoc work to warrant one, and the size and composition of the CSC should be established commensurate with the envisaged scope and nature of the required work.

CSC Personnel do not need to be full-time members of the CSC. The number, labour categories and skill levels, and the hours of Service to be provided by each category and skill level, are defined in Annex H to Attachment B. The numbers of CSC Personnel are listed as 'Full Time Equivalent (FTE)' personnel (measured in CSC Service Hours), which may allow, for example, two members of the CSC share a position on a 50:50 basis, or 0.5 of an FTE person to enable access to an 'expert in the field' on a part-time basis (splitting their time between this and other contracts). However for planning purposes, and to ensure the benefit of lower costs than the equivalent S&Q rates, the composition of the CSC should be based on individuals being fully employed unless there are valid reasons to seek only part-time access to a skill set. The exact number of hours worked by a single person is likely to vary from company to company and potentially by category and skill level, depending upon other commitments such as internal training, leave and the like; so Service hours per FTE, rather than total work hours per person, is specified in the Contract.

CSC Scope and Additional Resources

The CSC is task-oriented, which requires the Commonwealth to provide ongoing management and liaison for each Approved CSC Task (conducted in accordance with an Approved CSC Task Plan). This creates an overhead, which can be significant when there is a large CSC team and a high number of CSC Tasks, however, the overhead should be less than managing the equivalent work as S&Q Services. Either way, managing the CSC needs to be factored into the considerations as to whether or not a CSC should be established. The tasking process is defined in DSD-ENG-CSC with clause 15 of the COC providing governing conditions.

Where the work scope of a CSC Task exceeds the capacity and/or capability of the CSC Personnel available, CSC Additional Resources can be obtained using a quotation process. This is undertaken like quoting for S&Q Services, while being managed in accordance with the CSC Task Plan, and also uses the S&Q Services' rates and mark-ups in Annex F to Attachment B. Part 2 of DID-SSM-S&Q can also be used as the format for quotations, but are not subject to the S&Q clauses in the Contract as these are superseded by COC clause 15.4.

The CSC's composition must be reviewed on a regular basis (eg, every year or two years as defined by the drafter) to ensure that the number of CSC Personnel is appropriate and that the team includes the correct mix of skills for the next extension to the CSC Term. The Contract should aim for a CSC core team with the skills and numbers of CSC Personnel that approximate a minimum level of the expected workload, and then use CSC Additional Resources to supplement that core team when the workload exceeds the CSC team's capacity or skills base.

The inclusion of provisions relating to CSC Additional Resources means that the composition of a CSC does not need to be established in order to cater for every possible task. Notwithstanding, CSC Additional Resources have the same cost and schedule issues and constraints as any other resources obtained through S&Q Services (as explained above). There needs to be a balance struck between having ready access to skilled resources and the potential delays while CSC Additional Resources are being obtained. In this regard, a good strategy for the CSC can be to maintain a core team of experts who can handle an on-going level of (Ad Hoc) work effort, and who can also guide and manage the CSC Additional Resources when taking on larger individual tasks or an overall increase in demand for those kinds of Services.

The CSC is scoped in terms of available effort (ie, CSC Service Hours in each labour category and skill level), which means that an individual could be a part-time member of the CSC as well as a part-time member of the Contractor's team performing the Recurring Services (provided that the Commonwealth is not charged twice for the same work hours). This approach may be necessary for intermittent Services that form part of CSC Tasks, but which are not required to be conducted 100% of the time (eg, configuration management, quality assurance, independent engineering

review, and integrated logistic support). These intermittent Services could also be provided by CSC Additional Resources.

Overview of CSC Tasks

Tasks can be performed by the CSC for many purposes. These are categorised within DSD-ENG-CSC (refer clause 6.3) as follows:

- a. Major Change Tasks. Major Changes are managed in accordance with DSD-ENG-SERV and DSD-ENG-SW, if applicable to software. For the CSC, these are broken into stages with a mixture of CSC Time and Materials (T&M) and CSC Capped Price Task work.
- b. Study Tasks. These include investigative analyses of supportability, maintenance requirements, reliability or efficiencies, and are usually CSC T&M Tasks.
- c. Other Tasks. These could include Minor Changes, Technical Data updates, or any other CSC Task not included in the above task groups or CSC management activities (standing tasks). These are all managed as CSC Capped Price Tasks, unless otherwise agreed.
- d. Standing Tasks. These are tasks to manage the CSC and must not exceed 10% of the monthly CSC effort.

By way of explanation, T&M tasks are not to exceed a set 'budget' (ie, a budget including both the CSC Service Hours and CSC Additional Resources identified in the Approved CSC Task Plan) without the Commonwealth Representative's written Approval. If Approval is not granted, the CSC Task ceases and is deemed to be complete. In some cases a CSC T&M Task may be closed before the budget is reached, such as a study task where the findings were made or outcomes achieved in less time than was originally forecast. Any unused hours are then made available for use by the Commonwealth on other CSC Tasks.

A capped-price task requires a task budget that includes:

- a. the total amount of CSC Service Hours to be used (with a breakdown by hours per labour category and skill level);
- b. a scheduled completion date; and
- c. a quotation for CSC Additional Resources (if any).

If the capped-price task is not completed in accordance with the budget, then the task must be completed at the Contractor's expense. In this situation the Contractor may use CSC personnel but cannot use any hours that have been allocated to other CSC Tasks or claim any additional CSC Fees.

The Commonwealth may also choose to withhold up to 20% of the budget until the completion of a capped-price task, similar to a completion milestone payment. This aims to encourage the Contractor to complete the tasks rather than, for example, being paid for 99% based on the number of hours used but not completing the task because they are actually running over budget. Refer to clause 15.6 of the COC in the *CSC Module*.

CSC and Key Persons

In accordance with DSD-ENG-CSC, SOW clause 9.1 and an Approved Contractor Engineering Management Plan (CEMP), CSC Personnel should generally be managed as Key Persons. The use of Key Persons in this regard is appropriate, given the intent of the CSC, at least in part, is in relation to retaining and maintaining the critical knowledge and core skills needed to efficiently sustain the Materiel System. Where the CSC is large however, it may be appropriate to only manage the more significant CSC positions as Key Persons, such as team leaders.

Payment of the CSC Fee

All CSC Personnel, by category of labour and skill level, and their respective hourly rates, are specified in Annex H to Attachment B (developed from the SPTPW for the preferred tender response). The prices per category are totalled per annum, and

then a monthly CSC Fee is determined. The Commonwealth then pays the CSC Fee, monthly on account, on the condition that:

- a. the Contractor provided the CSC Personnel for the required number of CSC Service Hours for the six-month CSC Period (if not, an adjustment is made); and
- b. the Commonwealth does not pay for work on CSC Capped Price Tasks when the Contractor has exceeded the cap (note that a final percentage of payment for a CSC Capped Price Task may be temporarily withheld until completion of the task).

If the Contractor does not provide CSC Personnel for the specified number of hours (eg, they provide only nine personnel instead of 10), then at the end of the six-month CSC Period the CSC Fee is reduced in that month to effect an appropriate price adjustment for the CSC Period (refer COC clause 15.5).

CSC Capped Price Tasks encourage task completion and help to manage risk when scope cannot be set accurately (eg, to develop an Engineering Change Proposal). For the Commonwealth, this avoids an unquantified T&M task or a high level of contingency within a firm-price that is lost to the Commonwealth should the task be completed with fewer resources. The capped-price, including contingency, may be in the upper range of an hour / price estimate that is acceptable to the Commonwealth, because any unused CSC Service Hours (at task completion) will be made available for use by the Commonwealth on other CSC Tasks. However, it may not be possible to reallocate CSC Additional Resources, so these need to be more closely scrutinised.

To encourage completion, up to 20% of the capped amount (the actual percentage is included in the individual CSC Task Plan) may be held until completion of the CSC Task (refer COC clause 15.5). When an amount is being withheld this reduces the baseline CSC Fee paid for that month, but upon completion of the CSC Task the amount is added to the baseline CSC Fee paid for that month.

There is a risk to the Contractor if they underestimate a task in terms of CSC Service Hours and CSC Additional Resources. Any overrun required to complete the CSC Capped Price Task is at Contractor expense; so if CSC Personnel are used to complete the task then this time cannot be included in the CSC Service Hours when reconciling the Contractor's entitlement to the CSC Fee at the end of the CSC Period. Note that if the scope of an existing CSC Capped Price Task is changed by the Commonwealth, then the price cap must be reviewed and changed when appropriate.

Importantly, if CSC Personnel are provided but not fully utilised by the Commonwealth, then the CSC Fee is still paid on the basis that those personnel were available for tasking. This requires Commonwealth to manage the CSC to ensure value for money by utilising the CSC efficiently. This is also why the size of the CSC would generally be less than that needed for the anticipated work load (to keep them fully occupied) with any shortfall being addressed through CSC Additional Resources.

Tendering and Commencement

Details for the CSC are requested through additions to TDR D, for the CSC composition and pricing information, and TDR E-12, for the rationale behind the proposed composition of the CSC and the intended management arrangements.

To enable each tenderer to provide a reasonable and comparable tender response, the Commonwealth must outline a range of indicative tasks that the resultant Contractor may undertake during the first CSC Term. For combined acquisition and support RFTs, this may be particularly difficult at the time of RFT release; hence, drafters should consider using Phase In to finalise the composition of the CSC, with provisions to this effect incorporated into COC clause 1.5, 'Operative Date' (OD).

In addition, or as an alternative, the Commonwealth may wish to specify particular skills and experience for particular CSC Personnel (not necessarily the entire CSC team), which is often appropriate where CASG wants the Contractor to retain

knowledge in relation to a unique / orphaned Materiel System. Initially, this requirement can be included by an optional clause in TDR E-12, but could also be captured as an annex to DSD-ENG-CSC, for longer term reference. This information would supplement the initial task descriptions and enable the tenderers to determine an appropriate CSC size and skills mix. The parties should subsequently finalise the CSC during negotiations.

For a stand-alone Contract, where the scope of CSC work can be reasonably estimated, the indicative CSC Tasks in TDR E-12 should enable tenderers with sufficient information to propose staff numbers and skills for the CSC. Pricing the CSC is included in response to TDR D, which includes the table of CSC Fees to be transferred into Annex G to Attachment B for any resultant Contract.

If the Contract is linked to a Contract (Acquisition), CSC requirements are generally less well defined (as discussed above), which means that the composition of the CSC is unlikely to be finalised in response to TDR E-12. The rates provided in response to TDR D would still be applicable but the skills and numbers of Personnel would need to be revisited, most likely after a 'Support System Detailed Design Review' under the Contract (Acquisition) and prior to the OD under the Contract (Support). Once the composition of the CSC for the initial CSC Term is agreed, a number of documents need to be updated, including:

- a. Annex H to Attachment B, for CSC Pricing;
- b. the draft CEMP; and
- c. if necessary, the draft Support Services Management Plan (SSMP).

The Phase In period should be used to propose and Approve the initial CSC Task Plans and the CSC Master Schedule, so that the CSC Tasks can commence as soon as possible (eg, if the CSC Commencement Date is defined as occurring on the OD). Where the Contract is linked to a Contract (Acquisition), which will have an on-going Engineering capability during system roll-out (and which includes warranty provisions for those systems already transitioned), it may be more appropriate to delay the CSC Commencement Date until sometime after the OD, or to commence with a small CSC for the initial CSC Term and expand the team when the Contract (Acquisition) concludes.

Related Clauses/Documents

The following clauses and documents are needed to implement the CSC:

Conditions of Tender

- TDR D, in Annex D to Attachment A to the COT, sets out the requirements for tenderers to provide financial information, including in relation to the CSC.
- TDR E-12, in Annex E to Attachment A to the COT, sets out the requirements for tenderers to provide CSC-related management information.

Conditions of Contract

- COC clauses 1.5, 1.11, 3.20, 7.1, 7.4 and 7.14 require CSC-related additions.
- COC clause 15, provides the commercial terms associated with the CSC itself.

Attachment B, Annex H, CSC Pricing

- Annex G to Attachment B, sets out the available hours and rates for each of the CSC labour categories and skill levels, other annual costs, and the monthly CSC Fee. This annex is populated base on the response to TDR D.

Attachment B, Annex F, Rates for Survey and Quote Services

- Annex F to Attachment B, 'Rates for Survey and Quote Services' sets out the S&Q rates, which are also used for CSC Additional Resources.

Attachment M, Glossary

- Several CSC-related definitions are to be added to the Glossary.

Statement of Work

- SOW clause 5, Engineering Support, and SOW Annex B, the CSRL, integrate DSD-ENG-CSC into the SOW.
- DSD-ENG-CSC sets out the work requirements for managing the CSC itself, including planning, scheduling, reporting and specific requirements for the types of tasks (Major Changes, Study Tasks, etc) that will be performed as CSC Tasks.
- Other DSDs identify Services to be provided as S&Q Services that, when a CSC is included in the Contract, may be addressed by particular CSC Tasks (eg, DSD-ENG-SERV sets out the framework for managing Major Changes, which would be utilised whenever the CSC is required to undertake a specific Major Change).
- CSC Task Plans, prepared in accordance with DID-ENG-CSCTP, define the scope of each CSC Task in terms of the requirement, categorisation, and both CSC and CSC Additional Resources (note that DID-SSM-S&Q may be used as the basis for quoting the CSC Additional Resources for a proposed CSC Task Plan).
- CSC Master Schedule, prepared in accordance with DID-ENG-CSCMS, schedules all current and planned CSC Tasks.
- CSC Status Report, prepared in accordance with DID-ENG-CSCSR, reports on the status of all current and proposed tasks, and those closed within the reporting period.
- CEMP, prepared in accordance with DID-ENG-CEMP as modified by this *CSC Module* (refer to the draft SOW clauses), is the governing plan for the CSC.
- SSMP, prepared in accordance with DID-SSM-SSMP, is the Contractor's governing plan for Key Persons.

TAILORING GUIDANCE FOR THE CONDITIONS OF TENDER

General

Drafters must incorporate the changes in the file '02_SPTV5.2_CSC_COT' into the COT Attachment A and Annexes. Refer to the preceding section of 'CSC and Tendering' for an overview and general guidance. Note that some of the essential details for the CSC are defined by terms in the Glossary.

Updates to Tender Data Requirements

Annex D: Clauses 1.1 and 1.2 (TDR D). These clauses require the tenders to respond by completing the 'Contractor Standing Capability' worksheet in the SPTPW, including by considering the CSC Tasks and skills identified in TDR E-12.

'Contractor Standing Capability' worksheet in the SPTPW identifies the proposed composition and pricing for the CSC Personnel, broken down by 'category of labour and skill level'. This table may be left empty or, where the drafter wishes to specify certain CSC Personnel, those labour categories and skill levels should be included in the table. Note that by selecting a source currency, different pricing may be identified for like skills in different countries. The number of FTE personnel column should be left empty as minimum Commonwealth requirements can be described at Annex E, TDR E-12.2.

Annex E: Clause 12.1. The proposed tasks to be described for the initial CSC Team are indicative, but need to be adequate enough in detail to allow for an accurate scoping of workload in order for tenderers to define each labour category and skill level. Drafters need to compile this list and indicate the time period over which the work would be completed (eg, the 'first CSC Term' if those tasks can be specified, or a lesser time period such as three or six months).

Clause 12.2. This clause is optional and only required if Defence needs to specify a minimum number and type of CSC Personnel; for example, to ensure the continuity of specialist skills and knowledge of bespoke or unique Defence systems. Details should be added as indicated by the note to drafters and fields. Otherwise the clause may be replaced with 'Not used'.

Clause 12.3. This clause requires the tenderer to justify the composition of proposed CSC Team (which should reflect the two previous requirements). This clause should be retained without change.

Clause 12.4. This clause requires the tender to describe how the CSC Team will be managed efficiently. This clause should be retained without change.

Clause 12.5. This clause is optional. If a draft CEMP is required with the tender response (which is typical) then the clause may be deleted. Otherwise, the clause should be retained without change.

Related Clauses:

COT Attachment A, Annex F, TDR F-6, Contractor Engineering Management
Attachment B, Price and Payments
Attachment M, Glossary

Optional Clauses: None

TAILORING GUIDANCE FOR THE CONDITIONS OF CONTRACT

General

Drafters must incorporate the changes in the file '03_SPTV5.2_CSC_COC' into the COC at the clauses indicated. Note that many of the details for the CSC are defined by terms in the Glossary.

Existing Clause Updates

- Clause 1.5: This clause is optional. It requires the CSC to commence from the OD. Alternatively, this clause may be left out of the draft Contract and a different CSC Commencement Date defined in the Glossary. The CSC Commencement Date definition in the Glossary refers to OD by default, alternatives may be described with respect to OD (eg, 'six months after OD') or some other Milestone.
- Clause 7.1: This clause adds the CSC Fees to the price basis for payments. The clause should be retained without change.
- Clause 7.4.1b: This clause is a replacement clause for clause 7.4.1b in the draft COC. This ensures that CSC Additional Resources for Approved CSC tasks (under a 'fixed-priced quote') are not adjusted with annual indexation. This is consistent with S&Q Orders.

Clause 15. Contractor Standing Capability

Clause 15.1: Contractor Standing Capability Background. Clause 15.1.1 identifies the purpose of the CSC and its application through DSD-ENG-CSC and the Approved CSC Task Plans that inter-related with COC clause 15. This should be reviewed and amended to reflect the scope and nature of CSC Tasks, if necessary. Clause 15.1.2 should be included without change.

Clause 15.2: Contractor Standing Capability Term and Composition. This clause defines the CSC Term, conditions for extending the CSC Term, and related changes to CSC composition.

Clause 15.2.1 defines the initial CSC Term from the CSC Commencement Date for the period specified by the drafter. Drafters need to insert an appropriate timeframe for the initial CSC Term, noting that it does not have to be the same as the extensions in clause 15.2.2. The composition of the CSC Team is defined in Annex G to Attachment B, which also defines the basis for the CSC Fee.

Clause 15.2.2 allows the Commonwealth to extend the CSC, by defined periods, for as long as may be required. Drafters need to insert an appropriate timeframe for extensions. The duration will often be a trade-off between the flexibility of more frequent changes to the CSC composition and the effort to implement those changes (eg, one year), versus longer-term stability and less frequent negotiation of changes but an obligation on the Commonwealth to keep all of the CSC Team gainfully employed over the longer term (eg, two years).

Clause 15.2.3 allows the Commonwealth to change the composition of the CSC Team when the CSC Term is extended. The extension is enacted through the CCP under clause 15.3.4. Both clauses should be retained without change.

Clause 15.2.5 allows started CSC Tasks to be completed (and paid for) even when they extend beyond the CSC Term. This clause should be retained without change.

Clause 15.3: CSC Tasks. Clause 15.3 defines the commercial obligations related to tasking the CSC Team in accordance with Approved CSC Task Plans. The CSC Task proposal and Approval process is defined in DSD-ENG-CSC.

Clause 15.3.1 states, for clarity, the Contractor's obligations to work in accordance with Approved CSC Tasks. This clause should be retained without change.

Clauses 15.3.2 and 15.3.3 restrict the CSC Task from making any inappropriate changes to the Contract (eg, undermining liability provisions). Some COC provisions, particularly Attachments may be 'effectively' changed by a CSC Task on a temporary basis (eg, a CSC Task may temporarily change the level of AIC activity or may require an additional skill, not listed in S&Q Services rates in Attachment B, as a CSC Additional Resource). These clauses should be retained without change.

Clause 15.4: CSC Additional Resources. Based on the principle of retaining a core team of expertise at or slightly below the minimum forecast level of effort for the CSC, CSC Tasks that exceed the capacity of the CSC Team in the timeframe allowed need a method for accessing additional resources. Clause 15.4 defines the commercial obligations for that increase in resources, which are called CSC Additional Resources. In essence, CSC Additional Resources are resources accessed at S&Q rates but the clauses managing the S&Q request, quotation and order process are bypassed as much of the process is already addressed by the CSC Task (even though DID-SSM-S&Q can be used as a basis for presenting the quotation for CSC Additional Resources). The only planning requirement in addition to the proposed CSC Task Plan (and related changes to the CSC Master Schedule) is the financial quotation for CSC Additional Resources, addressed by this clause.

To ensure appropriate CSC Additional Resources, in terms of labour categories and skills, are captured within tender responses, drafters should ensure that applicable labour categories and skills are included in the 'S&Q Services' worksheet of the SPTPW, as included via Annex D to Attachment A to the COT.

Clause 15.4 should be reviewed but, in general, should be retained without change.

Clause 15.5: Payment for CSC Fee and CSC Additional Resources. This clause extends COC clause 7.3, Claims for Payment, to include payments for the CSC and CSC Additional Resources. Clause 15.5 should be reviewed but, in general, should be retained without change. Note that clause 15.5 refers to COC clause 3.18 to confirm that claims for payment for CSC Services do not overlap with other claims.

Clause 15.6: Adherence to Approved CSC Task Requirements. This clause places an obligation on the Contractor to complete CSC Tasks within the CSC Service Hours defined in the Approved CSC Task Plan and, subject to performance relief, by the scheduled completion date (noting that the CSC Task Plan can also be amended under clause 15.9). Importantly, this includes the obligation for the Contractor to complete a CSC Capped Price Task at no additional cost to the Commonwealth or CSC hours. Clause 15.6 should be reviewed but, in general, should be retained without change.

Clause 15.7: Warranties. This clause confirms that the warranty provisions of the Contract extend to the CSC work. This clause should be retained without change.

Clause 15.8: Commonwealth Representative's Directions. This clause allows the Commonwealth to manage the priorities and direction of CSC Tasks. Clause 15.8 allows the Commonwealth Representative to request a change, for the reasons described, within the limits of the contract. Clauses 15.8.2 and 15.8.3 concern the Commonwealth's rights and the Contractors responsibilities if the Commonwealth has requested work to stop on any CSC task. Clauses 15.8.4 and 15.8.5 allow the Contractor to assess the impact of the proposed change and for the Commonwealth Representative to make a final decision. Clause 15.8.6 requires the Contractor to comply with the change, while clauses 15.8.7 and 15.8.8 allow for the Contractor to claim corresponding adjustments to any CSC Task Plans, if applicable, and

reasonable costs. Clause 15.8.9 clarifies that the claims under 15.8 are the limits of any such claims.

Clause 15.9: CSC Impact on Contract Services. Clause 15.3.2 allowed the Approved CSC Task Plan to result effectively in amendments to the Contract (eg, use of GFE not listed in Attachment E). However, in some instances a CSC Task will result in a permanent change to the Contract (eg, new or modified Products Being Supported with new or modified part numbers). In such cases, clause 15.9 requires that a CCP is prepared and submitted in accordance with clause 11.1.

Attachments

Attachment B: Drafters must incorporate the changes in the file '04_SPTV5.2_CSC_CATTB_PriceAndPayments' into Attachment B in the draft Contract.

Attachment M: Drafters must incorporate the changes in the file '05_SPTV5.2_CSC_CATTM_Glossary' to Attachment M in the draft Contract. Definitions are to be reviewed and updated as indicated.

TAILORING GUIDANCE FOR THE STATEMENT OF WORK

SOW and Annexes

Drafters must incorporate the changes in the file '06_SPTV5.2_CSC_SOW' into SOW clause 5.5 and SOW Annex B, the Contract Services Requirements List (CSRL), and SOW Annex C, the Contract Data Requirements List (CDRL), as indicated.

The additional requirements for CSC management are to be transferred to clause 6.3.6 of DID-ENG-CEMP (where a clause that is currently 'Not used' acts as a placeholder).

DSD-ENG-CSC

Refer to DSD-ENG-CSC for embedded guidance in section 1 and the notes to drafters.

Data Item Descriptions

The CEMP should be amended as indicated above.

The *CSC Module* DIDs: DID-ENG-CSCMS, DID-ENG-CSCSR and DID-ENG-CSCCTP do not require tailoring.

Drafters must include the updated CEMP and *CSC Module* DIDs with the other DIDs under Annex C to the SOW, the CDRL.

CONDITIONS OF TENDER

CONTRACTOR STANDING CAPABILITY RELEVANT CLAUSES

Note to drafters: Amend Attachment A to the Conditions of Tender to include the following additional Tender Data Requirements:

| Tender Data Requirement Number | Tender Response Volume |
|--------------------------------|--|
| | General |
| D-5 | Contractor Standing Capability Pricing |
| E-12 | Contractor Standing Capability |

1. TENDERED PRICING INFORMATION – GENERAL REQUIREMENTS

Note to drafters: Include ‘Contractor Standing Capability’ in the worksheet list under clause 1.1 in Annex D to Attachment A to the Conditions of Tender.

2. TENDERED PRICING INFORMATION – SPECIFIC REQUIREMENTS

Note to drafters: Add the following tender data requirement to the end of clause 2 in Annex D to Attachment A to the Conditions of Tender.

Note to tenderers: Tenderers are to identify the labour categories and skill levels required for the CSC to perform CSC Tasks in accordance with clause 15 of the draft COC and DSD-ENG-CSC. TDR E-12 describes the types of CSC Tasks that the CSC is expected to perform.

- 2.1 When preparing the ‘Contractor Standing Capability’ worksheet for the initial CSC Term, tenderers are to include sufficient numbers of skilled personnel for, as applicable:
- a. any specific positions proposed by the Commonwealth under TDR E-12; and
 - b. all additional positions required for the type of CSC Tasks outlined in TDR E-12.

Note to drafters: Insert the following new clause 12 at the end of Annex E to Attachment A to the Conditions of Tender.

12. CONTRACTOR STANDING CAPABILITY

Note to drafters: Insert details of anticipated CSC Tasks under clause 12.1. The list of CSC Tasks must be consistent with the scope of DSD-ENG-CSC and other S&Q Services that the CSC is expected to undertake. Drafters are to update clause 12.1 with contract-specific requirements, sufficient for tenderers to scope the composition of the CSC. Descriptions may indicate likely skills (eg, ‘for software tasks’ or ‘for mechanical systems’); however, care should be taken not to pre-empt what may be offered as the CSC’s composition of skill categories and levels. Descriptions should quantify outputs if possible (eg, two software releases per year). Although clause 12.2 provides the ability to specify some skill sets, the task descriptions in clause 12.1 should be written in outcome terms to the extent practicable, to enable each tenderer to propose a mix of Personnel with associated skills and experience. All examples below are to be deleted if not overwritten.

Note to tenderers: The purpose of the CSC is to provide an on-going pool of expertise able to perform specialist engineering, design and other activities that would otherwise be managed as S&Q Services. However, S&Q Services, can incur higher overheads and labour charges, and reduced skills continuity due to their stop/start nature. The CSC provides an efficient and effective alternative to the administration of S&Q Services for tasks that are undefinable at the

time of releasing the RFT. The CSC Tasks listed below are indicative of the activities that may be requested by the Commonwealth under any resultant Contract.

- 12.1 For the purposes of defining an initial CSC composition, the following list of CSC Tasks, to be [DRAFTER TO INSERT 'conducted concurrently' OR 'to be performed within the first six months' OR OTHER], is outlined below:
- a. Major Change Tasks:
 - (i) [DRAFTER TO INSERT];
 - (ii) [INSERT FOR EXAMPLE, structural and electrical interface design and development for the introduction of XYZ system under Project JPXXX]; and
 - (iii) [INSERT FOR EXAMPLE, Software Preventive, Adaptive and Perfective Maintenance for the applicable Software Products in draft SOW Annex A and in accordance with DSD-ENG-SW];
 - b. Study Tasks:
 - (i) [INSERT FOR EXAMPLE, Mechanical systems reliability monitoring and Growth program studies];
 - (ii) [INSERT FOR EXAMPLE, Life Cycle Costing Analysis in accordance with DSD-ENG-SERV, in preparation for forthcoming mid-life upgrade]; and
 - (iii) [INSERT FOR EXAMPLE, detailed inventory review and related stock assessment activities, in accordance with DSD-SUP-SACC, covering all RIs within the initial CSC Term];
 - c. Other Tasks:
 - (i) [INSERT FOR EXAMPLE, Technical Instruction development for mechanical systems, in accordance with DSD-ENG-SERV]; and
 - (ii) [DRAFTER TO INSERT].

Note to drafters: The list of Personnel under clause 12.2 may be used to identify a minimum number of CSC Personnel required to maintain skills and retain specialist corporate knowledge of the Products Being Supported, particularly if Australia is the only operator of those Products. The inclusion of such skill sets within the CSC would be in addition to those retained through the performance of the Recurring Services. If the scope of Recurring Services is insufficient for full employment of sufficient numbers of skilled Personnel, and the retention of such corporate knowledge is essential, the CSC can provide a mechanism to retain those skills. Drafters should add to the list below as required. If the likely tasks under clause 12.1 (above) will be sufficient to enable the required skill sets to be identified by tenderers, then this clause 12.2 may be deleted and replaced with 'Not used'.

- 12.2 In order to perform the CSC Tasks identified at clause 12.1, and to maintain a working knowledge of the Products Being Supported, the Commonwealth will require that the initial CSC team include, as a minimum and without limiting the size of the CSC proposed by the tenderer, Personnel with the following skill categories and levels:
- a. [INSERT LABOUR CATEGORY AND SKILL LEVEL], [INSERT NUMBER] person(s) with knowledge and skills regarding [INSERT PURPOSE / SPECIFIC SYSTEMS / FUNCTION]; and
 - b. [INSERT LABOUR CATEGORY AND SKILL LEVEL], [INSERT NUMBER] person(s) with knowledge and skills regarding [INSERT PURPOSE / SPECIFIC SYSTEMS / FUNCTION].

Note to tenderers: Rates for labour categories and skill levels identified in response to this requirement are to be included in response to TDR D.

- 12.3 Tenderers are to describe the rationale for the composition for the proposed CSC to undertake CSC Tasks, as described above, during the initial CSC Term of any resultant Contract, including:
- a. the proposed labour categories and skill levels;
 - b. the numbers of Personnel proposed for each labour category and skill level; and
 - c. whether CSC Personnel will be provided by the Contractor and/or a Subcontractor.

- 12.4 Tenderers are to describe how the CSC will maximise the number of hours available to the Commonwealth to achieve CSC Task outcomes, while minimising the overhead costs associated with the provision of the CSC. The description is to include the expected annual working days and daily working hours for each labour category and skill level of CSC Personnel used in the calculation of CSC Service Hours.

Note to drafters: If a draft CEMP is required to be provided as part of the tender response (in Annex F), then the following clause should be deleted and replaced with 'Not used'.

- 12.5 Tenderers are to provide sufficient details to allow the Commonwealth to understand the proposed operation of the CSC, including details of:
- a. the organisational arrangements for the CSC, including the functional groups;
 - b. the proposed task management system, including how it will be employed to manage CSC Tasks, including monitoring and controlling individual CSC Tasks and resources;
 - c. the management of standing CSC Tasks, including how the effort associated with standing tasks will be managed and controlled;
 - d. the management of CSC Personnel to ensure that the CSC is staffed with Personnel having the necessary qualifications, expertise and experience to perform their respective functions and achieve the CSC objectives, including the management of:
 - (i) CSC Personnel;
 - (ii) CSC Staff Positions and Key Persons (cross-referenced to the draft SSMP); and
 - (iii) Subcontractors and Subcontractor Personnel, if applicable; and
 - e. the processes to be employed to obtain CSC Additional Resources.

CONDITIONS OF CONTRACT**CONTRACTOR STANDING CAPABILITY RELEVANT CLAUSES**

Note to drafters: Incorporate the following changes to the COC to provide the commercial coverage for the CSC. Refer to 01 SPTV5.1 CSC General for further tailoring guidance.

1.5 Operative Date

Note to drafters: The following addition to the Operative Date is optional, depending upon the required start date for the CSC. The CSC can have its own CSC Commencement Date, as addressed in clause 15.2.1 which may occur on or after the Operative Date.

1.5.3a (xiv) establish the Contractor Standing Capability (CSC);

1.11 Periodic Cost Reviews

Note to drafters: Insert the new subclause to the end of clause 1.11.6 and correct clause structure and numbering as necessary.

1.11.6d. for CSC Services, an analysis of the labour and mark-up rates set out in Attachment B, including, when adjustment to the rates is considered necessary, a proposal to adjust the rates, including suitable justification for each labour category for which the rate is proposed to be changed (eg, by providing a comparison with current industry norms).

3.20 Non Exclusivity

Note to drafters: Insert the new subclause to the end of clause 3.20.1 and correct clause structure and numbering as necessary.

3.20.1e. CSC Services under clause 15,

7.1 Price

Note to drafters: Insert the new subclause to the end of clause 7.1.1 and correct clause structure and numbering as necessary.

7.1.1h. for the provision of the CSC, payment of the CSC Fee and the fee for CSC Additional Resources in accordance with clause 15.5.

7.4 Adjustments

Note to drafters: Insert the amended subclause as the replacement for clause 7.4.1b.

7.4.1b. prices for Services other than Services included in Milestones, on each Adjustment Date. However, unless stated otherwise in an S&Q Order or an Approved CSC Task Plan where CSC Additional Resources are utilised, the formulae in clause 7.2 of Attachment B shall not be applied to an S&Q Order or to prices for CSC Additional Resources in relation to any unperformed S&Q Services or CSC Task.

7.14 Cost Principles

Note to drafters: Insert the amended subclause as the replacement for clause 7.14.1c.

7.14.1c. price for any CCP under clause 11.1, S&Q Order under clause 3.15, or CSC Additional Resources under clause 15.4; or

Note to drafters: Insert the following provisions as new COC clause 15. Internal cross-references should automatically update. Do not use paste special as this will convert cross-references into fixed numbers. After inserting and ensuring that clause numbers are correct (including adding live links to other COC clauses), select the entire COC (CTRL A) and press the F9 button. This will update the Table of Contents and ensure that all cross-references are updated. Search for 'error' to find any cross-referencing errors.

1 CONTRACTOR STANDING CAPABILITY

1.1 Contractor Standing Capability Background

- 1.1.1 The Contractor shall perform the CSC Services in accordance with the provisions of this clause 1, DSD-ENG-CSC, the Approved CSC Task Plans, and the directions given by the Commonwealth Representative.
- 1.1.2 The Contractor shall not use the CSC to perform Services other than CSC Services, except to the extent that the Commonwealth Representative may otherwise direct in writing.

1.2 Contractor Standing Capability Term and Composition

Note to drafters: Insert the appropriate duration for the CSC into the following clause.

- 1.2.1 Subject to clause 1.2.2, the Contractor shall establish and maintain the CSC, comprising the CSC Personnel needed to provide the CSC Service Hours, commencing from the CSC Commencement Date and expiring on the date being [...INSERT TIMEFRAME, eg, 12 months or 2 years ...] after the CSC Commencement Date (**CSC Term**).

Note to drafters: Insert the CSC Term duration (as above) and an appropriate time for notifying the Contractor of any proposed changes to the CSC.

- 1.2.2 The Contractor grants to the Commonwealth the option to extend the CSC Term for one or more periods, each of [...INSERT TIMEFRAME, eg, 12 months or 2 years ...] in duration, or where the extension enters the Off Ramp Period, in accordance with the Phase Out provisions under clause 14 and the Approved Phase Out Plan (if applicable). Subject to clause 1.2.4, the Commonwealth may exercise its option to extend the CSC Term by providing the Contractor with written notice of its intention to do so at any time before the date that is [...INSERT TIMEFRAME, eg, three months ...] prior to the expiry of the then current CSC Term.
- 1.2.3 The Commonwealth Representative may in its notice under clause 1.2.2, require an adjustment to the number of CSC Personnel, labour categories and/or skill levels of CSC Personnel and the CSC Service Hours that are to be provided by the Contractor during the extended CSC Term.
- 1.2.4 Within 10 Working Days of the Commonwealth issuing a notice under clause 1.2.2, the Contractor shall submit a CCP to give effect to the extension including, when applicable, proposed changes to Annex H to Attachment B and a change to the CSC Fee representing any adjustment to the composition of the CSC. The CSC Term shall be extended following both parties signing the CCP. An extension to the CSC Term commences from the end of the current CSC Term.
- 1.2.5 Notwithstanding any other provision of this clause 1, and unless otherwise directed by the Commonwealth Representative to cease work, all CSC Tasks that commenced during the CSC Term shall be completed by the Contractor, even if the CSC Term has expired. Subject to clause 1.6.1, where CSC Service Hours are provided after the expiry of the CSC Term, that portion of the CSC Fee attributable to the CSC Service Hours provided after the expiry of the CSC Term shall be payable to the Contractor.

1.3 CSC Tasks

- 1.3.1 The performance of a CSC Task:
- a. is a Service to be provided under the Contract; and
 - b. shall be provided in accordance with the terms of the Contract, except to the extent that the Approved CSC Task Plan states that, a provision of the SOW or another attachment:
 - (i) does not apply to the provision of the CSC Task; or
 - (ii) is amended for the purposes of providing the CSC Task.

- 1.3.2 Notwithstanding the terms of an Approved CSC Task Plan, the Approved CSC Task Plan shall not amend the COC and the COC shall apply to the extent of any inconsistency with the Approved CSC Task Plan.
- 1.3.3 If the Contractor determines that a proposed CSC Task or the provision of a CSC Task in accordance with an Approved CSC Task Plan requires or has resulted in a need to amend the Contract, the Contractor shall promptly raise the issue with the Commonwealth Representative and seek a direction as to whether the proposed CSC Task or the Approved CSC Task Plan is to be amended or whether the Contractor is to submit a CCP in accordance with clause 11.1 to give effect to the required change.

1.4 CSC Additional Resources

- 1.4.1 If the Contractor considers, in respect of a proposed CSC Task, that CSC Additional Resources are required to perform and complete that proposed CSC Task, the Contractor shall submit to the Commonwealth Representative, as part of the relevant CSC Task Plan, a quotation for those CSC Additional Resources, identifying the:
- a. rates, calculated in accordance with Annex E to Attachment B (S&Q Services), for all CSC Additional Resources that the Contractor considers will be required to complete the relevant CSC Task; and
 - b. total number of hours for each skill set, and items of material (if any), that are required to complete the relevant CSC Task.
- 1.4.2 The Contractor shall not engage or employ or otherwise be required to enter into any arrangement to engage or employ any CSC Additional Resources in relation to any CSC Task unless and until:
- a. the CSC Task Plan, which includes the quotation in respect of those CSC Additional Resources, has been Approved by the Commonwealth Representative; or
 - b. the Commonwealth Representative otherwise notifies the Contractor in writing to do so on the basis that costs and expenses incurred by the Contractor in relation to such direction will be borne by the Commonwealth.
- 1.4.3 Any liability, cost or expense incurred by the Contractor in relation to any CSC Additional Resources (other than where Approval is given as contemplated in clause 1.4.2a or in accordance with the Commonwealth's written notice under clause 1.4.2b) shall be solely at the Contractor's cost and risk.

1.5 Payment for CSC Fee and CSC Additional Resources

- 1.5.1 Subject to clause 3.18, the Contractor shall be entitled to submit a claim for payment, in accordance with clause 7.3, for:
- a. the CSC Fee, monthly in arrears, subject to any withholding or reduction under clauses 1.5.2 or 1.5.3, during the CSC Term;
 - b. any amount withheld by the Commonwealth under clause 1.5.2 to which the Contractor has become entitled to submit a claim for payment;
 - c. the fee for CSC Additional Resources (if applicable), monthly in arrears as incurred or as otherwise set out in the applicable Approved CSC Task Plan, subject to any adjustment under clause 1.5.2; and
 - d. direct costs incurred by the Contractor where expressly permitted in accordance with an Approved CSC Task Plan (eg, for reimbursement of travel costs) and/or a Commonwealth direction under clause 1.4.2b.
- 1.5.2 During the performance of a CSC Capped Price Task the Contractor is entitled to be paid the first 80% of the 'budget' for that CSC Capped Price Task through the monthly CSC Fee. The Commonwealth may then withhold from the monthly CSC Fee an amount of up to 20% of the 'budget' for that CSC Capped Price Task until that CSC Capped Price Task is completed in accordance with the Approved CSC Task Plan. On completion of the CSC Capped Price Task in accordance with the Approved CSC Task Plan, the Contractor shall be entitled to submit a claim for payment for the total amount withheld for that CSC Capped Price Task. For the purposes of this clause, the 'budget' for the relevant CSC Capped Price Task is the total of the person-hours of effort allocated to the CSC Task (as detailed in the Approved CSC Task Plan)

multiplied by the applicable hourly rate (as set out in Annex H to Attachment B) plus the fee for CSC Additional Resources (if applicable) set out in an Approved CSC Task Plan.

- 1.5.3 If, during the CSC Period, the Contractor fails to make available to the Commonwealth the CSC Service Hours as specified in Annex H to Attachment B (or such other number of CSC Service Hours as may be agreed in writing between the parties from time to time), whether or not those Personnel were required to perform a CSC Task, the CSC Fee payable to the Contractor for the final payment of the CSC Period shall be reduced by an amount equal to the value of the CSC Service Hours not provided during the relevant CSC Period as determined in accordance with Annex H to Attachment B. The amount shall either be agreed between the parties, or where the parties are unable to agree within 10 Working Days after the expiry of the CSC Period, be reasonably determined by the Commonwealth Representative.
- 1.5.4 The Commonwealth shall be entitled to recover any reduction to the CSC Fee in accordance with clause 1.5.3 as a debt due to the Commonwealth under clause 13.7.
- 1.5.5 For the avoidance of doubt, clause 1.5.3 does not apply if, and only to the extent that during the CSC Period, the Contractor did make available to the Commonwealth the CSC Personnel needed to provide the CSC Service Hours in accordance with Annex H to Attachment B (or such other number of CSC Service Hours as may be agreed in writing between the parties from time to time), but the Commonwealth failed to task those CSC Personnel to perform CSC Tasks sufficient to utilise the available CSC Service Hours.

1.6 Adherence to Approved CSC Task Requirements

- 1.6.1 For any CSC Capped Price Task that is not completed within the resources allocated in the relevant Approved CSC Task Plan (including CSC Service Hours and/or Additional CSC Resources), the Contractor shall, subject to clause 1.8, complete the remainder of that CSC Task at its sole risk, liability and expense (including, unless otherwise directed by the Commonwealth Representative, after the expiry of the then CSC Term). For the avoidance of doubt, compliance with this requirement does not limit or reduce the Contractor's obligation to provide the CSC Service Hours nor entitle the Contractor to a claim for performance relief under clause 6.4 or otherwise.
- 1.6.2 Any unused CSC Service Hours from a completed CSC Capped Price Task shall be available for use by the Commonwealth for another CSC Task.
- 1.6.3 For any CSC T&M Task, the Contractor shall not exceed the relevant budget for that CSC Task without obtaining the Commonwealth Representative's Approval, which shall be given within five Working Days, or where such Approval is not given by the Commonwealth Representative, the Contractor shall cease work on the CSC Task.

1.7 Defect Notification and Rectification

- 1.7.1 For the avoidance of doubt and without limiting or affecting the Contractor's other obligations under the Contract, clause 8 shall apply to all goods, services and other items provided to the Commonwealth under or in connection with the CSC or a CSC Task.

1.8 Commonwealth Representative's Directions

- 1.8.1 The Commonwealth Representative may, at any time by written notice to the Contractor:
- a. require the Contractor to cease work (whether permanently or temporarily) on any CSC Task (whether in whole or in part);
 - b. direct the Contractor to prioritise work on a particular CSC Task, or particular CSC Tasks over other CSC Tasks;
 - c. amend a CSC Task including changing any requirement, process, criteria or procedure in relation to the CSC Services being provided under a CSC Task; or
 - d. take any other reasonable action under or in connection with the performance of a CSC Task.
- 1.8.2 Where the Commonwealth requires the Contractor to cease work permanently in respect of the whole or part of a CSC Task in accordance with clause 1.8.1, the Commonwealth may perform that work (whether in whole or in part) itself or enter into an arrangement with a person other than the Contractor to undertake that work (whether in whole or in part).
- 1.8.3 If the Commonwealth Representative issues a notice under clause 1.8.1a, the Contractor shall:

- a. stop work in accordance with the notice;
 - b. comply with any directions given to the Contractor by the Commonwealth; and
 - c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the notice, including those arising from affected Subcontracts.
- 1.8.4 The Contractor shall, within five Working Days (or such longer period as may be agreed by the Commonwealth Representative) of its receipt of any direction under clause 1.8.1 notify the Commonwealth Representative of the impacts (if any) the direction may have on the Contractor's compliance with its obligations under the Contract, including its obligation to complete CSC Tasks in accordance with the relevant Approved CSC Task Plans.
- 1.8.5 The Commonwealth Representative may, but is under no obligation to, revise or withdraw any direction issued under clause 1.8.1 in the light of the Contractor's notification under clause 1.8.4.
- 1.8.6 The Contractor shall comply with the directions of the Commonwealth Representative issued under clause 1.8.1 (including as such directions may be revised under 1.8.5).
- 1.8.7 Subject to clause 1.8.9, where the Commonwealth Representative issues a notice under clause 1.8.1 and compliance with the direction requires an amendment to one or more Approved CSC Task Plans, the Contractor shall, within 15 Working Days (or such longer period as may be agreed by the Commonwealth Representative), submit the amended CSC Task Plan(s) and amended CSC Master Schedule to the Commonwealth Representative for Approval, to address those aspects notified in accordance with clause 1.8.4.
- 1.8.8 If the Commonwealth Representative issues a notice under clause 1.8.1a requiring the Contractor to cease work permanently on a CSC Task, the Commonwealth's liability to pay the fee for CSC Additional Resources shall be limited to:
- a. payments under the payment terms of the Contract for work conducted before the effective date of the notice in accordance with clause 1.8.1a; and
 - b. any reasonable costs incurred by the Contractor in relation to the Additional CSC Resources that are directly attributable to the cessation work on the CSC Task,
- if the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative, or if these amounts cannot be so substantiated, as otherwise determined reasonably by the Commonwealth Representative.
- 1.8.9 Except as expressly provided in this clause 1.8, the Contractor shall not be entitled to make or bring any claim against the Commonwealth arising from or in connection with any direction of the Commonwealth Representative under clause 1.8.1.

1.9 CSC Impact on Contract Services

Note to drafters: The following clause requires a CCP to change those elements of the Contract that the parties agree need to be amended as an outcome of a CSC Task. For example, the CSC may develop a modification to one of the Products Being Supported, which then needs to be incorporated into the Contract to enable the modified elements to be supported.

- 1.9.1 Where required by the Commonwealth, the Contractor shall submit a CCP to amend the Contract to reflect the outcomes of a CSC Task.

ATTACHMENT B

PRICE AND PAYMENTS (CORE)

CONTRACTOR STANDING CAPABILITY RELEVANT CLAUSES

Note to drafters: Amend clause 10 in Attachment B as follows.

1 CONTRACTOR STANDING CAPABILITY

Note to tenderers: Annex H will consist of an amalgamation of the SPTPW 'Contractor Standing Capability' worksheet from the successful tenderer's response to TDR D-1.1 and D-1.2, and any negotiated adjustments.

1.1 Contractor Standing Capability Pricing

- 1.1.1 The amounts payable by the Commonwealth to the Contractor in relation to the Contractor Standing Capability (CSC), in accordance with the Contract, shall be:
- a. for on-going CSC Services, as detailed in the file: (...INSERT the file name for the "ContractorStandingCapability worksheet" from the SPTPW...), which forms Annex H to this Attachment; and
 - b. for CSC Additional Resources, as determined in accordance with clause 15.4 of the COC.

CONDITIONS OF CONTRACT

CONTRACTOR STANDING CAPABILITY ABBREVIATIONS AND DEFINITIONS

ACRONYMS AND ABBREVIATIONS

Note to drafters: Insert the following abbreviation in the table under clause 1 of Attachment M.

| | |
|-----|--------------------------------|
| CSC | Contractor Standing Capability |
|-----|--------------------------------|

DEFINITIONS

Note to drafters: Insert the following definitions in the table under clause 2 of Attachment M.

| | |
|--------------------------------------|--|
| Contractor Standing Capability (CSC) | means the capability that the Contractor is required to establish and maintain in accordance with, and for the purposes outlined in, COC clause 15. |
| CSC Additional Resources | in respect of any CSC Task, means those resources required to perform the CSC Task that are in addition to the CSC Personnel, and any other permanent resources used by the CSC, and which are not included in the price for any other Services under the Contract. |
| CSC Category 1 Task | Note to drafters: Amend the number in the following definition, as required, to adjust the cut-off point between a Category 1 and Category 2 CSC Task. means a CSC Task that is estimated by the Contractor as requiring greater than 400 person-hours of effort to complete. |
| CSC Category 2 Task | Note to drafters: Amend the number in the following definition, as required, to adjust the cut-off point between a Category 1 and Category 2 CSC Task. means a CSC Task that is estimated by the Contractor as requiring less than, or equal to, 400 person-hours of effort to complete. |
| CSC Commencement Date | Note to drafters: Amend the following to define the CSC Commencement Date. means the date on which the CSC commences, being [...INSERT DATE / MILESTONE (EG, 'the Operative Date' OR 'six months after the Operative Date') ...]. |
| CSC Fee | means the fee specified for the CSC in accordance with Annex H to Attachment B. |
| CSC Capped Price Task | means a CSC Task which the Contractor is required to complete within a specified number of hours in accordance with COC clause 15.6. |
| CSC Period | means each six month period over which the Contractor's provision of CSC Service Hours is measured; the first such period commencing on the CSC Commencement Date. |
| CSC Personnel | means those Contractor and/or Subcontractor Personnel within the labour category and with the skill levels required to provide the CSC Service Hours in accordance with Annex H to Attachment B. |
| CSC Services | means the CSC Tasks and the standing administrative activities performed by the CSC. |

| | |
|---------------------|--|
| CSC Service Hours | means the annual hours specified in Annex H to Attachment B to be provided by the CSC Personnel. |
| CSC Staff Positions | means the positions designated as CSC Personnel in the Approved Contractor Engineering Management Plan (CEMP) and/or the Approved Support Services Management Plan (SSMP), as applicable. |
| CSC Task | means, as the context requires: a. a task that is proposed by the Commonwealth in accordance with clause 6.2.2 of DSD-ENG-CSC; or b. the work, tasks and activities in respect of which the Commonwealth has Approved a CSC Task Plan in accordance with clause 6.2.2 of DSD-ENG-CSC. |
| CSC Task Plan | means the plan for a CSC Task developed and updated by the Contractor in accordance with DID-ENG-CSCTP. |
| CSC Term | has the meaning given to it in COC clause 15.2.1. |
| CSC T&M Task | means a CSC Task other than a CSC Capped Price Task. |
| Recurring Services | Note to drafters: Replace the existing Recurring Services definition with the following. means all of the Services, other than any S&Q Services, CSC Services, Pre-Authorised Ad Hoc Services, Task-Priced Services and Phase-In Services, required to be provided by the Contractor under the Contract. |

STATEMENT OF WORK

CONTRACTOR STANDING CAPABILITY RELEVANT CLAUSES

Note to drafters: Incorporate the following changes to the main body of the SOW and the SOW Annexes to incorporate the governing work-related provisions for the CSC. The detailed work-related requirements are specified in DSD-ENG-CSC.

Statement Of Work

Note to drafters: Amend clause 2.1.3 of the SOW to read as follows.

2.1.3 Unless otherwise expressly stated in Attachment B or this SOW (including Detailed Service Descriptions (DSDs)), all Services are Recurring Services and are included in the Recurring Services Fee. Services to be provided as Survey and Quote (S&Q) Services or Task-Priced Services are indicated as such within each clause (with certain S&Q Services able to be performed by the Contractor Standing Capability (CSC) in accordance with DSD-ENG-CSC and clause 15 of the COC).

Note to drafters: Include the following additional subclause to clause 5.5 of the SOW.

5.5.4 The Contractor shall provide the Contractor Standing Capability (CSC) and the associated CSC Services in accordance with CSRL Line Number ENG-400.

Annex B to the SOW

Note to drafters: Insert the following new row into the CSRL table.

| Line Number | Detailed Service Description Title | SOW Clause | Detailed Service Description Reference | Notes |
|-------------|------------------------------------|------------|--|-------|
| a | b | c | d | e |
| ENG-400 | Contractor Standing Capability | 5.5 | DSD-ENG-CSC | |

Annex C to the SOW

Note to drafters: Insert the following new rows into the CDRL table. The initial CSC deliverables are with respect to the CSC Commencement Date.

| CDRL Line Number | Data Item Title | SOW Clause Ref | Ref | Version | Delivery Schedule | Quantity | Delivery Location | Data Item Description Reference | C'wealth Action Period | C'wealth Action Required | Maintenance | Notes |
|------------------|--|-------------------|-----|---------|--|----------|-------------------|---------------------------------|--------------------------|--------------------------|-------------|--|
| a | b | c | d | e | f | g | h | i | j | k | l | m |
| ENG-900 | Contractor Standing Capability Task Plan | DSD-ENG-CSC 6.2.2 | a | Final | Initial tasks: CSC Commencement Date - 20 For each subsequent task: Task Start - 15 | DMS | CR | DID-ENG-CSCTP | by Task Start | Approval | 1M | A CSC Task Plan is prepared for each CSC Task and maintained until the task is closed. |
| ENG-910 | Contractor Standing Capability Master Schedule | DSD-ENG-CSC 6.2.1 | a | Final | CSC Commencement Date - 10 | DMS | CR | DID-ENG-CSCMS | by CSC Commencement Date | Approval | NA | |
| | | | b | Updates | Monthly | DMS | CR | | 10 | Approval | NA | |
| ENG-920 | Contractor Standing Capability Status Report | DSD-ENG-CSC 6.2.1 | a | Initial | CSC Commencement Date + 60 | DMS | CR | DID-ENG-CSCSR | 10 | Review | NA | Reports should be delivered concurrently with Services Summary Reports when delivery occurs in the same month. |
| | | | b | Updates | Monthly | DMS | CR | | 10 | Review | NA | |

DID-ENG-CEMP**1.1.1 Contractor Standing Capability Management**

Note to drafters: Replace the words 'Not used' under the heading at clause 6.3.6 of DID-ENG-CEMP with the following clauses. After inserting, ensure that the clause numbering and the cross-reference to clause 6.2.8.1 (for Personnel position profiles) are correct, or amend as necessary.

- 1.1.1.1** The CEMP shall describe the organisational arrangements, systems, processes, procedures and tools that the Contractor will employ to manage the Contractor Standing Capability (CSC), including details of:
- a. the organisational arrangements for the CSC, including the interrelationships and lines of authority between:
 - (i) all parties involved in the Contractor's CSC activities; and
 - (ii) the CSC and the Contractor's organisations, including with respect to the achievement of CSC outcomes and the transition of work between the CSC and these other organisations (and vice-versa);
 - b. the responsibilities of all parties involved in the Contractor's CSC activities;
 - c. the task-management system to be employed, and how it will be employed, to manage and control all proposed, pending, authorised, suspended and completed CSC Tasks, including monitoring and controlling individual CSC Tasks and CSC Task resources, and ensuring that work is only performed on Approved CSC Tasks;
 - d. the management of standing tasks, including how the effort associated with standing tasks will be managed and controlled;
 - e. the arrangements for the management of the interrelationships between CSC work and other Contract work, including any proposed 'hand-offs' from the CSC to other Personnel;
 - f. the management of CSC Personnel, including:
 - (i) to ensure that the CSC has the necessary qualifications, expertise and experience to provide CSC Services;
 - (ii) CSC Staff Positions and Key Persons (appropriately cross-referenced to the Approved SSMP and position profiles required under clause 6.2.8.1); and
 - (iii) Subcontractors and Subcontractor Personnel;
 - g. the systems and processes to be employed for developing CSC Task Plans for proposed CSC Tasks; and
 - h. the processes to be employed to obtain, manage and, where necessary, retain CSC Additional Resources.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

**SECTION 1: GUIDANCE FOR DSD-ENG-CSC
(CONTRACTOR STANDING CAPABILITY SERVICES)**

| | |
|-----------------------------------|---|
| <u>Status:</u> | Optional (to be used when access to an ongoing pool of Contractor Personnel is required to undertake engineering-related or other Services where the scope cannot be accurately forecast) |
| <u>Purpose:</u> | To define the SOW-related provisions associated with the management and utilisation of a standing capability provided by the Contractor. |
| <u>Policy:</u> | Nil. |
| <u>Guidance:</u> | See the guidance in the General Guidance document for the CSC. |
| <u>Related Clauses/Documents:</u> | |

COC clause 15 provides the commercial terms associated with the CSC.

Annex H to Attachment B, 'Contractor Standing Capability Pricing' sets out the available CSC Service Hours and associated rates for the CSC skill sets, any overheads, and the baseline price for the CSC.

Annex E to Attachment B, 'Rates for Survey and Quote Services' sets out the rates for CSC Additional Resources, which are treated in the same way as any other work provided as S&Q Services.

Other DSDs set out the work requirements associated with particular CSC Tasks (eg, DSD-ENG-SERV sets out the framework for managing Major Changes, which would be utilised whenever the CSC was required to undertake a specific Major Change).

DID-ENG-CEMP (as modified by the *CSC Module*) is the governing plan for the CSC.

DID-SSM-SSMP is the governing plan for Key Persons.

COC clause 3.12, SOW clause 9.1 and DID-ENG-SSMP specify the requirements relating to Key Persons.

TDR D-14 sets out the tender data requirements for pricing information for the CSC.

TDR E-15 sets out the tender data requirements the required management and related information (eg, CSC composition) for the CSC.

Optional Clauses: None

6.1.2 Purpose of the CSC

| | |
|------------------|--|
| <u>Status:</u> | Core |
| <u>Purpose:</u> | To define the purpose of the CSC. |
| <u>Policy:</u> | Nil. |
| <u>Guidance:</u> | This purpose of the CSC identified in clause 6.1.2 is likely to be suitable for the majority of situations, but may need to be modified to suit the particular requirements of the Contract. |

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Optional Clauses: None

6.1.3 Duration

| | |
|----------------|------|
| <u>Status:</u> | Core |
|----------------|------|

Purpose: To define the duration within which the CSC is required to operate.

Policy: Nil.

Guidance: This clause enables the CSC to commence working from a date other than the Effective Date or the Operative Date and, therefore, the drafter can establish a start date that suits the particular requirements of the Contract. This is likely to be applicable when *ASDEFCON (Support)* is used in conjunction with an acquisition contract and there is no requirement to have an in-service engineering team until the acquisition contract's team is starting to wind down.

The use of the defined term, 'CSC Term', also enables the period of operation to be managed by the Commonwealth, and this approach has been provided because a standing capability may not be required for the entire life of the Contract.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Glossary, Attachment M includes the defined terms associated with the CSC.

Optional Clauses: None

6.2.1 Management, Coordination and Reporting

Status: Core

Purpose: To establish the management arrangements for the CSC.

Policy: Nil.

Guidance: This clause sets up a number of management requirements for the CSC, but drafters should also refer to clause 15 of the COC and Annex G to Attachment B to understand the full nature and scope of the management arrangements.

Clauses 6.2.1.1 and 6.2.1.2 require the Contractor to have a CSC Manager, who will be the primary point-of-contact for the Commonwealth Representative in relation to all CSC matters.

Clause 6.2.1.3 identifies the standing tasks of the CSC, which include the activities required for the efficient running of the CSC by the CSC Manager, but which are not covered through Approved CSC Task Plans. These standing tasks will consume available effort, and the drafter will need to determine the best way of handling this cost. Clause 6.2.1.4 makes it clear that the standing tasks must not exceed 10% of the available CSC Service Hours. This percentage has been selected for consistency with a reasonable upper limit on the level of effort for management tasks under earned value management systems.

Another option for managing these standing tasks is to raise a unique CSC Task Plan to cover this effort. If this latter option is selected, clause 6.2.1 will need to be modified accordingly.

Clause 6.2.1.5 enables the Commonwealth Representative to provide directions to the CSC Manager in relation to CSC matters. In essence, the provisions establish the CSC as a team that is subject to Commonwealth direction. Clause 15.8 of the COC establishes the parameters of these directions, which can include ceasing work on a task, prioritising particular tasks, and changing particular requirements and processes associated with a task. This provides the Commonwealth Representative with great discretionary powers, enabling the Commonwealth to use the CSC resources as an extension of the engineering (or other) expertise within the CASG SPO. However, there are commercial implications associated with this type of direction, and clause 15.8 of the COC also sets out these implications.

Clauses 6.2.1.6 and 6.2.1.7 require the parties to conduct joint workshops for planning purposes and to improve the efficiency and effectiveness of the CSC.

Clauses 6.2.1.8 - 6.2.1.11 set out the tactical requirements for managing and reporting against the respective CSC Tasks. Firstly, the Contractor is required to implement a task-management system to provide a database of all proposed, pending, authorised, suspended and completed CSC Tasks. This task-management system is accessed by both parties and provides a ready reference of the status of

all CSC Tasks. Drafters should consider including this in the Data Management System (DMS) under SOW clause 2.3 if the CSC team is not located with or near the Commonwealth.

Secondly, the Contractor is required to have a CSC Master Schedule (CSCMS), which provides the schedule for all active and proposed tasks. While a schedule is provided when a CSC Task Plan is submitted for Approval, a consolidated schedule that includes all proposed tasks is required to enable the Commonwealth Representative to evaluate the implications of each proposed task on the existing tasks, to understand the constraints imposed by the existing tasks on the proposed task, and to ensure efficient utilisation of CSC team members (and expenditure). The schedule information for the proposed tasks is not formally incorporated into the Approved CSCMS until the CSC Task Plan is Approved (ie, the CSCMS, which includes a proposed task, is effectively an interim update).

Lastly, the Contractor is required to report its performance against the Approved CSC Task Plan in accordance with the CSC Status Report (CSCSR). As explained in the introductory guidance to this DSD, these schedules and reports have been deliberately separated from the Support Services Master Schedule (SSMS) and the standard Contract reports because the CSC may have a differing life to the remainder of the Contract.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Annex G to Attachment B, 'Contractor Standing Capability Pricing' sets out the available CSC Service Hours and associated rates for the CSC skill sets, any overheads, and the baseline price for the CSC.

Glossary, Attachment M includes the defined terms associated with the CSC.

SOW clause 2.3 for the task management system to be accessed through a DMS.

SOW clause 3.4.3 sets out the requirements for ad hoc meetings.

DID-ENG-CEMP (as modified by the *CSC Module*) sets out the requirements for the CSC task-management system.

DID-ENG-CSCMS sets out the requirements for the CSC Master Schedule.

DID-ENG-CSCSR sets out the requirements for CSC Status Reports.

Optional Clauses: None

6.2.2 CSC Task Plans

Status: Core

Purpose: To require the delivery of CSC Task Plans.

Policy: Nil.

Guidance: Clause 6.2.2 requires the Contractor to develop, deliver and update CSC Task Plans, in accordance with the requirements defined in DID-ENG-CSCTP. The intent behind this clause is to ensure that all CSC activities are covered by Approved CSC Task Plans (with the exception of standing tasks).

For management purposes, two categories of CSC Task have been defined, which provides for greater visibility into the more complex CSC Tasks. The Glossary defines the breakpoint between a CSC Category 1 Task and a CSC Category 2 Task at 400 person-hours of effort (ie, approximately 10 person-weeks). The drafter can amend this breakpoint if so desired, but any change should be made carefully because it affects both Contractor and Commonwealth effort. The current breakpoint of 400 person-hours has been established as a reasonable and risk-balanced point.

CSC Category 1 Tasks require more rigorous planning and reporting than CSC Category 2 Tasks. For example, a CSC Task Plan for a CSC Category 1 Task requires (among other things) 'a resource-loaded schedule, which shows the major milestones and projected dates and is divided, wherever possible, into tasks of no

longer than two weeks and which clearly identify the individual resources, including Subcontractors, involved in the tasks’.

In accordance with clause 6.2.2.9, a CSC Task Plan for a CSC Category 1 Task is required to be undertaken as a CSC Category 2 Task. This clause means that the development of the CSC Task Plan for a more complex task must be undertaken under an Approved CSC Task Plan (ie, a small plan to cover the planning required for the bigger plan). This approach accords with best practice process frameworks, such as the Capability Maturity Model Integration (CMMI)[®]. A separate CSC Task Plan to cover the planning for a CSC Category 2 Task is not required because this would not be efficient. Notwithstanding, the development of a CSC Task Plan for a CSC Category 2 Task will still take effort, which is factored into the available effort and costs through the standing tasks identified in clause 6.2.1.3.

In addition to the categorisation of the CSC Tasks, the DSD sets out the requirements for three different types of CSC Tasks (ie, Major Change Tasks, Study Tasks, and Other Tasks), which are addressed through clause 6.3 of this DSD.

Clauses 6.2.2.10 and 6.2.2.12 establish broad entry and exit criteria for each CSC Task and make it clear that each CSC Task operates under an Approved CSC Task Plan. Drafters may include additional entry and exit criteria, if required to suit the particular requirements of a Contract, but should aim to minimise administrative process where possible. Note that, in accordance with DID-ENG-CSCTP, one of the requirements for any multi-stage task is the development of the CSC Task Plan for any subsequent stage(s) as part of the scope of work for the current stage.

Clause 6.2.2.10 enables the Commonwealth Representative to direct that work on a CSC Task must commence before the CSC Task Plan is Approved. While this can increase risk, it may be necessary (for example) to satisfy urgent operational requirements.

Clause 6.2.2.10 enables the Commonwealth Representative to waive particular requirements of a CSC Task Plan, which can occur when these requirements are either no longer required or no longer represent value for money. The impact of the Commonwealth Representative’s direction in this regard is addressed by clause 15.8 of the COC.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Glossary, Attachment M includes the defined terms associated with the CSC.

DID-ENG-CSCTP sets out the requirements for both categories of CSC Task Plan.

Optional Clauses: None

6.3.1 Major Change Tasks

Status: Core

Purpose: To define the requirements for developing, implementing and achieving Acceptance of a Major Change.

Policy: TBD

Guidance: The technical requirements for undertaking a Major Change are defined in DSD-ENG-SERV, particularly clauses 6.2.4, ‘Analysis of Change Requests’ and clause 6.2.5, ‘Developmental Activities for Major Changes’. This clause 6.3.1 does not change the provisions of DSD-ENG-SERV; instead, it places additional management requirements around DSD-ENG-SERV for the purposes of the operation of the CSC, as outlined in the following paragraphs.

Clause 6.3.1 breaks the Major Change process into four stages to reduce the risk to both parties. If a proposal for a Major Change were to be undertaken as a single stage, the Contractor would be unlikely to be willing to provide a capped price and the Commonwealth would be exposed, therefore, to (potentially significant) price increases under Time and Materials (T&M) arrangements as the development progressed. If a capped price were to be obtained, however, it would be likely to include a significant contingency budget.

By breaking the process into stages, the risks can be identified during the analysis and requirements-definition phase, thereby reducing the potential cost exposure. The first two stages are undertaken as CSC T&M Tasks (although they can be undertaken as CSC Capped Price Tasks if agreed between the parties), while the final two stages are undertaken as CSC Capped Price Tasks. The Contractor should be reasonably able to provide a 'capped price' once the analysis during the first two stages has been completed; hence, there is no option to agree an alternative pricing approach for the latter stages.

Note that each stage would be typically undertaken under a separate CSC Task Plan; however, for simpler Major Change requirements, the separate plans can be combined, where agreed, to reduce unnecessary administrative overhead.

It may appear strange to be discussing T&M and 'capped price' when the Commonwealth is paying for a standing capability and, therefore, all work is effectively T&M. Essentially, the work is 'priced' in terms of hours to be used from the established pool of CSC Service Hours (as set out in Annex G to Attachment B) and the corresponding CSC Personnel, plus the cost of any CSC Additional Resources. The provisions governing CSC Capped Price Tasks and CSC T&M Tasks are included in clause 15 of the COC. Under the arrangements for a CSC Capped Price Task, the Commonwealth pays up to the ceiling price defined by the 'capped price' and, if the Contractor costs exceed the 'capped price', then it absorbs the cost overrun (in both CSC Service Hours and CSC Additional Resources). On the other hand, if the Contractor meets the requirements of a task for less than the 'capped price', then the unused hours become available for use for other CSC Tasks (ie, the Contractor is required to perform the requirements of the CSC Task within the 'capped price' for a CSC Capped Price Task).

While this approach may seem to encourage the Contractor to over-price any CSC Capped Price Tasks, the Commonwealth Representative should be continually monitoring the pricing information provided by the Contractor and, if over-pricing were to be identified, appropriate contract-management action should be taken. In this regard, the provisions of clause 15.2 of the COC encourage the Contractor not to over-price because the CSC Term is 'extendable' and subject to the adjustment of the quantity and type of CSC resources. It is important, therefore, that the provisions of clause 15.8.2 of the COC in relation to the use of third parties not be modified.

The number of CSC Service Hours actually provided by the Contractor is reconciled with the Commonwealth for each CSC Period (eg, six monthly, as defined in Attachment M) in accordance with clause 15 of the COC.

This approach means that the Commonwealth Representative must not only monitor the usage of CSC Service Hours by the CSC, but must also monitor under which tasks the hours are used. This also becomes particularly important for payment because in accordance with clause 15 of the COC, the Commonwealth only pays up to a set percentage of the 'capped price' under a CSC Capped Price Task (ie, 80%) and the balance is paid once the task is completed (or at agreed milestones). Note that this is made more complicated because there may not be sufficient tasks available to occupy all members of the CSC; however, as stated earlier, the Commonwealth is still liable to pay for any unused effort.

Related Clauses/Documents:

DSD-ENG-SERV sets out the governing requirements for Major Changes.

COC clause 15 provides the commercial terms associated with the CSC.

Optional Clauses: None

6.3.2 Study Tasks

Status: Core

Purpose: To define the requirements for undertaking studies into particular issues or problems associated with the Products Being Supported.

Policy: Nil.

Guidance: Clause 6.3.2 sets out a minimal set of governing requirements for a study task because the nature and scope of required studies, which may be applicable over the period of the Contract, cannot be predicted or defined in advance. For this reason, Study Tasks are undertaken on a T&M basis as CSC T&M Tasks.

Clause 6.3.2.3 requires any implementation activities, which arise from undertaking a Study Task, to be undertaken under a separate CSC Task Plan. For example, the initial Study Task may result in a more focussed follow-on study, as a Study Task, or the development and implementation of a Major Change, as a Major Change Task. In another example, a study into the reliability and availability of a set of Repairable Items (RIs) could identify that additional RIs are required. These additional RIs could be procured by the CSC through an 'Other Task' (see next clause) or through the Supply Services provisions of the SOW (including DSDs).

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Optional Clauses: None

6.3.3 Other Tasks

Status: Core

Purpose: To define the requirements for undertaking tasks other than Major Change Tasks or Study Tasks.

Policy: Nil.

Guidance: The only provision placed on Other Tasks is that they must be undertaken on a 'capped price' basis, as CSC Capped Price Tasks. An example of an Other Task is a Minor Change (eg, an update to a publication). As the envisaged Other Tasks are either minor in scope or readily able to be scoped, it is not unreasonable that these be performed as CSC Capped Price Tasks.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Other clauses in the SOW (including DSDs) that set requirements for S&Q Services, which do not relate to a Study Task or a Major Change.

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-ENG-CSC-V5.2
2. **TITLE:** CONTRACTOR STANDING CAPABILITY SERVICES
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the requirements for the use of a Contractor Standing Capability (CSC) to undertake a range of Services that are identified as S&Q Services in the SOW, including DSDs.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with the Engineering Services defined in the Engineering Support requirements of the SOW and associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD. Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

Nil

6. **SERVICE DESCRIPTION**
 - 6.1 **Introduction**

 - 6.1.1 **Scope of DSD**
 - 6.1.1.1 This DSD defines the nature of the work and the associated management requirements to be undertaken for, and by, the CSC.
 - 6.1.2 **Purpose of the CSC**

Note to drafters: Amend the following clause to align the CSC requirements for the Contract.

 - 6.1.2.1 The parties acknowledge and agree that the purpose of the CSC is to:
 - a. evolve and enhance the Products Being Supported; and
 - b. investigate any other issue or problem that is affecting, or could affect, the performance, technical integrity, supportability, cost or other consideration associated with the Products Being Supported over the Life-of-Type of the Materiel System.
 - 6.1.3 **Duration**
 - 6.1.3.1 The Contractor shall implement a CSC from the CSC Commencement Date and for the CSC Term in accordance with this DSD and clause 15 of the COC.
 - 6.2 **CSC Management**

 - 6.2.1 **Management, Coordination and Reporting**
 - 6.2.1.1 The CSC shall be managed and coordinated by the CSC Manager.
 - 6.2.1.2 The Commonwealth Representative will liaise with the CSC Manager in relation to all CSC matters and in particular all proposed or Approved CSC Tasks, including in relation to tasking the CSC, prioritising work, monitoring performance, resolving performance deficiencies, witnessing Verification activities, and Approving or Accepting CSC Task outcomes. The CSC Manager will be the Commonwealth Representative's point of contact in relation to the CSC and CSC Additional Resources.

- 6.2.1.3** The CSC Manager shall be responsible for the standing tasks of the CSC, which include:
- a. developing CSC Task Plans for CSC Category 2 Tasks;
 - b. maintaining CSC Task Plans; and
 - c. meeting the requirements of this clause 6.2.1 in relation to task management, scheduling, reporting, and conducting the joint workshop.
- 6.2.1.4** Except where otherwise agreed, in writing, by the Commonwealth Representative, the effort required to perform the standing tasks under clause 6.2.1.3 shall not exceed 10% of the total CSC Service Hours in the CSC Period.
- 6.2.1.5** The Commonwealth Representative may issue directions to the CSC Manager in relation to CSC Tasks or any other matter in relation to the CSC, in accordance with the provisions of clause 15.8 of the COC.
- 6.2.1.6** The Commonwealth Representative and CSC Manager and representatives nominated by each party shall conduct a joint workshop, at least quarterly during the CSC Term, to:
- a. identify and prioritise proposed CSC Tasks to be undertaken over the planning period of interest (eg, six months);
 - b. review the effectiveness and efficiency of the Contractor's and Commonwealth's processes applied to current and closed CSC Tasks, with the intention of improving the performance of future CSC Tasks;
 - c. discuss the closure of CSC Tasks; and
 - d. any other matters agreed between the parties.
- 6.2.1.7** The parties shall conduct the preparation, notice and follow-up to the joint workshop as identified in clause 6.2.1.6 in accordance with clause 3.4.3 (Ad Hoc Meetings) of the SOW.
- 6.2.1.8** The Contractor shall develop and update a CSC task-management system to manage and control all proposed, pending, authorised, suspended and completed CSC Tasks in accordance with the Approved CEMP.
- 6.2.1.9** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the CSC task-management system for the Term.
- 6.2.1.10** As part of the CSC task-management system, the Contractor shall develop, deliver and update a schedule for all active and proposed CSC Tasks in accordance with CDRL Line Number ENG-910.
- 6.2.1.11** The Contractor shall report against the performance of its Approved CSC Tasks in accordance with CDRL Line Number ENG-920.
- 6.2.1.12** Unless otherwise agreed by the Commonwealth Representative in writing, the Contractor shall manage all Personnel that fill CSC Staff Positions as Key Persons in accordance with clause 3.12 of the COC.
- 6.2.2 CSC Task Plans**
- 6.2.2.1** Where the Commonwealth requires the Contractor to perform a CSC Task, the Commonwealth Representative shall, by written notice to the Contractor, request the Contractor develop a CSC Task Plan for the proposed CSC Task.
- 6.2.2.2** The Commonwealth Representative may specify, in a notice under clause 6.2.2.1, that a proposed CSC Task be performed as a CSC Capped Price Task or as a CSC T&M Task.
- 6.2.2.3** Where a CSC Task is proposed by the Commonwealth, the notice under clause 6.2.2.1 shall include:
- a. the purpose of the proposed CSC Task; and
 - b. a brief written description of the proposed CSC Task, or a statement of work for a more complicated proposed CSC Task, to enable the Contractor to develop a CSC Task Plan in accordance with clause 6.2.2.4.
- 6.2.2.4** The Contractor shall develop, deliver and update CSC Task Plans in accordance with CDRL Line Number ENG-900.

Note: The CSC Task Plan also identifies the use of CSC Additional Resources, which supplement the capacity and capability of the CSC, when required.

- 6.2.2.5** The Contractor shall submit any requests for CSC Additional Resources as part of the CSC Task Plan, and in accordance with clause 15.4 of the COC.
- 6.2.2.6** Where the CSC Service Hours have been 'used up' for the CSC Term for any CSC Personnel but those CSC Personnel are available for additional tasking for the remainder of the CSC Term, the Contractor may propose to use those CSC Personnel as CSC Additional Resources.
- 6.2.2.7** The Contractor should, in determining whether CSC Additional Resources are required, utilise CSC Personnel on the basis set out in Annex G to Attachment B. The Contractor shall not use CSC Personnel outside the basis set out in Annex G to Attachment B for an extended period without the Commonwealth's prior written consent.
- 6.2.2.8** The Contractor shall, in preparing each CSC Task Plan for the Commonwealth, ensure that:
- a. the CSC Task Plan is reasonable having regard to the Contractor's understanding of the activities required to complete the proposed CSC Task, and having regard to any instruction the Commonwealth Representative has provided as to the required date for completion of the proposed CSC Task and its priority;
 - b. the CSC Task Plan takes into account reasonable contingencies for the time and effort it will take to initiate and complete the proposed CSC Task;
 - c. the CSC Task Plan would be considered by a prudent and competent contractor in the Contractor's position to be a sound and achievable approach to the performance of the proposed CSC Task; and
 - d. the CSC Service Hours estimated by the Contractor as being required to be undertaken by each person in the CSC to complete the proposed CSC Task are based on an efficient and effective use of those Personnel and are a reasonable estimate of the level of effort required to complete the proposed CSC Task.
- 6.2.2.9** The Contractor shall undertake the development of a CSC Task Plan for a CSC Category 1 Task as a CSC Category 2 Task.
- 6.2.2.10** Except where otherwise directed, in writing, by the Commonwealth Representative, the Contractor shall not commence work on a CSC Task until the CSC Task Plan for that task is Approved.
- 6.2.2.11** Subject to clause 6.2.2.10, the Contractor shall undertake each CSC Task in accordance with:
- a. the Approved CSC Task Plan for that CSC Task;
 - b. the Contract and the requirements for each type of CSC Task specified in this DSD; and
 - c. any directions given in accordance with clause 6.2.1.5.
- 6.2.2.12** The Contractor shall not close a CSC Task until the Commonwealth Representative agrees, in writing, that the requirements of the Approved CSC Task Plan have been satisfied, except to the extent directed by the Commonwealth Representative in accordance with clause 6.2.1.5.

6.3 Undertaking Specific Services using the CSC

6.3.1 Major Change Tasks

- 6.3.1.1** When the development of a Major Change is required to be performed as a CSC Task (Major Change Task), the Contractor shall undertake this task in accordance with this clause 6.3.1 and DSD-ENG-SERV.
- 6.3.1.2** For each Major Change Task, the Contractor shall apply the following sequence of stages, except where otherwise agreed between the parties:
- a. Stage 1 – analysis of change requests;

- b. Stage 2 – requirements analysis and development of the Engineering Change Proposal (ECP) and/or Software Change Proposal, as applicable;
- c. Stage 3 – design and development of the Major Change; and
- d. Stage 4 – implementation, Verification and Validation, Acceptance and incorporation of the Major Change.

6.3.1.3 Each of these stages identified in clause 6.3.1.2 shall be the subject of a separate CSC Task Plan, except where otherwise agreed between the parties, and may be the subject of a different category of CSC Task.

6.3.1.4 The Contractor shall undertake Stages 1 and 2 as CSC T&M Tasks, unless otherwise agreed between the parties.

6.3.1.5 The Contractor shall undertake Stages 3 and 4 as CSC Capped Price Tasks, unless otherwise agreed between the parties.

6.3.1.6 The CSC Manager shall present the relevant outcomes from undertaking these stages to the applicable Commonwealth CCBs, as specified in the Approved CSC Task Plan and in accordance with the Approved CEMP or the Approved CMP, as applicable to the Contract.

6.3.2 Study Tasks

6.3.2.1 A CSC Task can involve studies into issues or problems that are affecting, or could affect, the performance, technical integrity, supportability, cost or other consideration associated with the Products Being Supported (Study Task).

6.3.2.2 The Contractor shall undertake all Study Tasks as CSC T&M Tasks, except where otherwise agreed between the parties.

6.3.2.3 Subject to clause 6.2.2.10, where the outcome of a Study Task recommends additional CSC activities, and the Commonwealth Representative agrees to those recommendations, the Contractor shall undertake these additional activities under a separate CSC Task Plan.

6.3.3 Other Tasks

6.3.3.1 The Contractor shall conduct all CSC Tasks, other than Major Change Tasks and Study Tasks, as CSC Capped Price Tasks (Other Tasks) unless otherwise agreed between the parties.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-CSCMS-V5.2

2. TITLE: CONTRACTOR STANDING CAPABILITY MASTER SCHEDULE

3. DESCRIPTION AND INTENDED USE

3.1 The Contractor Standing Capability (CSC) Master Schedule (CSCMS) provides the consolidated schedule for the complete set of CSC Tasks, and:

- a. describes the Contractor's planned sequence of activities, milestones and decision points to enable the objectives of each of the active and proposed CSC Tasks to be met;

Note: A 'proposed CSC Task' is one that the Contractor has been requested to undertake planning for.

- b. provides a consolidated summary of the individual schedules for each of the Approved and proposed CSC Tasks; and
- c. defines the current schedule status for the active CSC Tasks, comparing the current schedule with the contracted schedules.

3.2 The Contractor uses the CSCMS to:

- a. plan the activities and sequencing of those activities to achieve the requirements of the Approved and proposed CSC Tasks;
- b. enable resource planning and reporting to be conducted across all Approved and proposed CSC Tasks;
- c. provide schedule direction and status to the management team responsible for the conduct of the work; and
- d. demonstrate to the Commonwealth that the requirements of the Approved and proposed CSC Tasks can be met.

3.3 The Commonwealth uses the CSCMS to:

- a. gain visibility into the Contractor's schedule and resource planning;
- b. confirm that the schedule for a proposed CSC Task is realistic and achievable;
- c. understand and evaluate the Contractor's approach to meeting the requirements of the active CSC Tasks;
- d. assist with monitoring the progress of the Contractor in meeting the requirements of the Approved CSC Tasks;
- e. inform the Commonwealth Representative of scheduled Commonwealth inputs and related activities (eg, Acceptance of CSC Task outputs); and
- f. review the effective utilisation of CSC resources when evaluating future changes to the CSC.

4. INTER-RELATIONSHIPS

4.1 The CSCMS inter-relates with the following data items, where these data items are required under the Contract:

- a. Support Services Management Plan (SSMP);
- b. Contractor Engineering Management Plan (CEMP);
- c. Support Services Master Schedule (SSMS);
- d. CSC Task Plans (CSCTPs); and
- e. CSC Status Report (CSCSR).

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DID to the extent specified herein:

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Contractor Standing Capability Master Schedule

6.2.1 General

6.2.1.1 The CSCMS shall be developed and statused such that it would be regarded as sound and reliable by a prudent and competent contractor in the Contractor's position.

6.2.1.2 The CSCMS shall be prepared in the same software format as the SSMS, where one is required under the Contract.

6.2.1.3 The CSCMS shall be delivered as a copy of the CSCMS data file in the CSCMS software format.

6.2.2 CSCMS Content

6.2.2.1 The CSCMS shall graphically depict the overall schedule for all Approved CSC Tasks, including the progress against the schedule, to a level that enables the interrelationships between the CSC Tasks to be readily apparent, particularly with respect to the requirements for, and availability of, resources.

6.2.2.2 The CSCMS shall also graphically depict each proposed CSC Task to show the impact of the task on Approved CSC Tasks. This representation of the CSCMS shall not be submitted for Approval. The schedule information for each proposed task shall not be incorporated into the Approved version of the CSCMS (and, therefore, requiring the CSCMS to be submitted for re-Approval in accordance with the CDRL) until the CSC Task is Approved, except where otherwise agreed between the parties.

6.2.2.3 The CSCMS shall be capable of being displayed in a variety of formats, including:

- a. a Gantt chart;
- b. a listing of all tasks, together with their planned and actual start and completion dates; and
- c. a listing of milestones, together with their original, rescheduled, forecast and actual completion dates.

6.2.2.4 The CSCMS shall include:

- a. activities and their estimated durations;
- b. any significant CSC Task milestones;
- c. the relationships and dependencies between activities and milestones to be accomplished by or for the Contractor in the performance of its obligations under the Approved and, where applicable, proposed CSC Tasks;
- d. earliest and latest start and finish dates for all activities and milestones;
- e. critical and non-critical paths;
- f. floats available on all activities and milestones;
- g. significant meetings and reviews associated with each CSC Task, such as System Reviews for Major Changes;
- h. allocated resources for each activity;

- i. Subcontractors' activities, to the extent consistent with the schedule detail for the Contractor's own schedule;
- j. Commonwealth tasks, where such tasks interface with, and may affect, Contractor tasks; and
- k. notes on the use of the CSCMS, including a glossary of terms and symbols used.

6.2.2.5 Each submission of the CSCMS shall provide the current status against the schedule baseline for each Approved CSC Task, identifying:

- a. progress against all activities;
- b. the actual start and completion dates for all activities and milestones; and
- c. the current forecast completion dates for all activities and milestones.

DATA ITEM DESCRIPTION

1. **DID NUMBER: DID-ENG-CSCSR-V5.2**
2. **TITLE: CONTRACTOR STANDING CAPABILITY STATUS REPORT (CSCSR)**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 The Contractor Standing Capability (CSC) Status Report (CSCSR) provides the formal mechanism by which the Contractor can report on the activities undertaken by the CSC during the period since the previous CSCSR (the 'reporting period'), including any opportunities, problems, risks and issues that could affect future activities.
 - 3.2 Both the Commonwealth and the Contractor use the CSCSR to:
 - a. review the level of activity and the effectiveness of the Approved CSC Tasks undertaken during the reporting period; and
 - b. provide a formal mechanism to document factors affecting the CSC that require management attention.
4. **INTER-RELATIONSHIPS**
 - 4.1 The CSCSR inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contractor Engineering Management Plan (CEMP);
 - b. Contractor Standing Capability Task Plans (CSCTPs);
 - c. CSC Master Schedule (CSCMS);
 - d. Combined Services Summary Report (CSSR); and
 - e. Contract Status Report (CSR).
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form part of this DID to the extent specified herein:

Nil.
6. **PREPARATION INSTRUCTIONS**
 - 6.1 **Generic Format and Content**

 - 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the CSCSR shall summarise these aspects and refer to the other data item.
 - 6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
 - 6.2 **Specific Content**

 - 6.2.1 **General**
 - 6.2.1.1 When the CSCSR is delivered concurrently with the CSSR, the CSCSR may be integrated with this other report.
 - 6.2.2 **Summary**
 - 6.2.2.1 The CSCSR shall provide a brief summary that highlights the more important aspects of the report, including:
 - a. a summary of the CSC activity for the period; and
 - b. any recommended changes to the provision of CSC Tasks resulting from lessons learned and anticipated changes to the requirements for future CSC Tasks.

6.2.3 CSC Activity

6.2.3.1 The CSCSR shall list the Approved CSC Tasks undertaken during the reporting period, including:

- a. a brief narrative summary of progress achieved for the CSC Category 1 Tasks over the reporting period, including any outputs or deliverables created; and
- b. performance status of each CSC Task against its relevant budget.

6.2.3.2 The CSCSR shall identify all proposed, Approved, suspended, and completed CSC Tasks.

6.2.3.3 The CSCSR shall report on any events or on-going activities that the Contractor believes to be significant to the Contractor's performance of CSC Tasks during the reporting period.

6.2.3.4 The CSCSR shall include a report of the hours spent by each labour category on each CSC Task during the reporting period.

6.2.3.5 The CSCSR shall include any stakeholder feedback (ie, from the beneficiaries of the CSC Tasks), both positive and negative, in relation to the performance of the CSC Tasks.

6.2.4 CSC Opportunities

6.2.4.1 The CSCSR shall include a description of any opportunities identified by the Contractor or the Commonwealth to improve the effectiveness or efficiency (or both) of the CSC and associated CSC Task outcomes, including opportunities relating to:

- a. possible future CSC Tasks;
- b. the CSC organisational arrangements, including arrangements for the provision of Additional Resources, CSC personnel skills mix, and Subcontractor arrangements;
- c. the systems, processes and tools employed by the CSC;
- d. interactions between the CSC work and other work required under the Contract;
- e. interactions between the CSC and Commonwealth staff; and
- f. any other identified opportunities.

6.2.5 CSC Risk Report

6.2.5.1 The CSCSR shall include a risk report, which reflects the current status of risk for the Approved and proposed CSC Tasks.

6.2.5.2 The risk report shall include risks from the Risk Register that affect the provision of the CSC Tasks.

6.2.5.3 The risk report shall include the 10 most significant risks for the CSC as a whole, as well as all risks that are assessed as high (or higher) for each Approved CSC Category 1 Task.

6.2.5.4 The risk report shall include highlights of progress of risk-mitigation activities and changes in risk status since the previous CSCSR.

6.2.6 CSC Problem Identification Report

6.2.6.1 The CSCSR shall include a summary any significant problems experienced during the reporting period and any potential problems in relation to the provision of CSC Tasks (a 'problem report'). For each problem, the summary is to include:

- a. an account of the problem;
- b. the effect of the problem on the CSC Tasks undertaken during the reporting period;
- c. the proposed resolution;
- d. any requested Commonwealth Representative actions to overcome or mitigate the problem;
- e. the effect on the CSC Tasks if the proposed actions are put into effect; and
- f. the consequence on the CSC Tasks if the proposed actions are not taken or fail.

6.2.7 Factors Affecting Future CSC Tasks

6.2.7.1 The CSCSR shall summarise any long-term changes or foreseen events and the impact (beneficial or otherwise) on the provision of CSC Tasks. These changes may be derived

from lessons learned, issues regarding the Products Being Supported (eg, due to Obsolescence) changes in the Commonwealth's requirements, or from changes in the Contractor's or Subcontractors' organisation and procedures.

6.2.7.2 The CSCSR shall include an assessment of the labour categories and skill levels mix for the CSC, with recommendations for any changes to this mix in consideration of such aspects as expected future work. This assessment shall include any recommendations to transfer any CSC Additional Resources into the CSC.

6.2.8 CSC Master Schedule

6.2.8.1 Subject to clause 6.1.2, the CSCSR shall include a CSCMS that is current as at the delivery date of the CSCSR.

DATA ITEM DESCRIPTION

1. **DID NUMBER: DID-ENG-CSCTP-V5.2**
2. **TITLE: CONTRACTOR STANDING CAPABILITY TASK PLAN**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 The Contractor Standing Capability (CSC) Task Plan (CSCTP) is used to define the scope and to describe the Contractor's proposed methodology, processes, systems, tools and activities to undertake the applicable CSC Task.
 - 3.2 The Contractor uses each CSCTP to:
 - a. define the scope and effort of proposed CSC Tasks for Approval; and
 - b. manage and monitor each Approved CSC Task.
 - 3.3 The Commonwealth uses each CSCTP to:
 - a. review proposed CSC Tasks;
 - b. monitor Contractor progress against Approved CSC Tasks; and
 - c. understand the Commonwealth input required to a CSC Task, when applicable.
4. **INTER-RELATIONSHIPS**
 - 4.1 Each CSCTP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Support Services Management Plan (SSMP); and
 - b. Contractor Engineering Management Plan (CEMP).
 - 4.2 The CSCTP inter-relates with the following data items, where these data items are required under the Contract:
 - a. CSC Master Schedule (CSCMS);
 - b. CSC Status Report (CSCSR); and
 - c. other Approved plans, as applicable to the nature of the CSC Task.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form part of this DID to the extent specified herein:
Nil
6. **PREPARATION INSTRUCTIONS**
 - 6.1 **Generic Format and Content**

 - 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the CSCTP shall summarise these aspects and refer to the other data item.
 - 6.1.3 The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.
 - 6.2 **Specific Content**

 - 6.2.1 **Overview**
 - 6.2.1.1 The CSCTP shall include an initial overview for the CSC Task, which:
 - a. identifies the purpose and/or objectives of the task;
 - b. identifies the Products that are the subject of task activities;

- c. summarises the Contractor, Subcontractor and Commonwealth organisations involved in task activities; and
- d. identifies related Contract documents (eg, Engineering Change Proposals).

6.2.2 Task Plan

6.2.2.1 The CSCTP shall include:

- a. the requirements set out in the Commonwealth's notice for the CSC Task, except where otherwise agreed by the Commonwealth Representative;
- b. a statement as to whether the proposed CSC Task is:
 - (i) a CSC Category 1 Task or a CSC Category 2 Task; and
 - (ii) a CSC T&M Task or a CSC Capped Price Task;
- c. the budget for the CSC Task (expressed in terms of CSC Service Hours and the cost of CSC Additional Resources, as applicable);
- d. details of the methodology for accomplishing the CSC Task, in sufficient detail to enable an evaluation for technical soundness and to demonstrate that the Contractor properly understands the scope of the work expected by the Commonwealth Representative;
- e. a specific statement as to whether or not the proposed CSC Task can be undertaken using the available resources of the CSC and, if not, include as part of the CSCTP the rationale and a quotation for CSC Additional Resources, prepared in accordance with DID-SSM-S&Q with the following exceptions:
 - (i) work planning and impact assessments shall refer to details within the CSC Task Plan to the extent practicable; and
 - (ii) Approval, order execution, commencement and payments shall also be subject to the provisions of clause 15 of the COC;
- f. the identification of the CSC Staff Positions that will be engaged in performing the proposed CSC Task;
- g. the estimated hours that each of the persons occupying those CSC Staff Positions will be required to spend to complete the proposed CSC Task;
- h. the maximum or 'capped' hours for the CSC Task, where applicable;
- i. the proposed start and completion dates for the CSC Task, including any intermediate milestones;
- j. a description of any likely adverse or beneficial impacts on, or implications for, the existing Approved CSC Tasks;
- k. except where otherwise agreed by the Commonwealth Representative, for multi-stage CSC Tasks (eg, Major Change Tasks):
 - (i) the estimated cost and schedule for the remaining stage(s); and
 - (ii) the planning and schedule requirements to develop updates to, and obtain Approval for, the CSCTP for the subsequent stage(s);
- l. whether the proposed CSC Task requires access to Commonwealth Premises, GFM, GFF and/or GFS and, if so, details of the requirements, including the period when access is required and whether or not the required GFM or GFF is already within the Contractor's control;
- m. any additional Technical Data and Software Rights required by the Contractor in order to perform the CSC Task that is not licenced to the Commonwealth in accordance with clause 5 of the COC;
- n. any other input requirements (ie, constraints, dependencies and exclusions) for the proposed CSC Task;
- o. any requirements of the Commonwealth; and
- p. reporting requirements.

6.2.2.2 For CSC Category 1 Tasks, the CSCTP shall, in addition to the requirements of clause 6.2.2.1, include:

- a. a description of any likely adverse or beneficial impacts on, or implications for:
 - (i) other work being performed under the Contract;
 - (ii) work being performed by Associated Parties;
 - (iii) Commonwealth obligations;
 - (iv) the availability and utilisation of the Mission System(s) (if applicable);
 - (v) the Total Cost of Ownership (TCO); and
 - (vi) future Services (eg, the future impact on the Contract for supporting a Major Change once implemented, including the estimated change in scope and cost);
- b. a list of all other data (eg, investigation reports, engineering change data) specifically requested in the SOW, including DSDs, related to the particular CSC Task;
- c. proposed outputs in addition to those explicitly specified in this DID and the CSC Task notice; and
- d. a resource-loaded schedule, which shows the major milestones and projected dates and is divided, wherever possible, into tasks of no longer than two weeks and which clearly identify the individual resources, including Subcontractors, involved in the tasks.

6.2.3 CSC Master Schedule

6.2.3.1 The CSCTP shall include a proposed update to the CSCMS, which shows how the proposed CSC Task would be undertaken in conjunction with the Approved CSC Tasks and other proposed CSC Tasks.