



## Industry Dynamic Exhibition at Autonomous Warrior 2018 Call for Expressions of Interest

**Date: 20 June 2018**

### **AW18 IDE – Overview**

#### **Invitation**

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The Commonwealth of Australia represented by the Department of Defence (**Defence**) invites industry and research organisations to register their interest to participate in a display and exhibition of innovative, new or emerging autonomous and unmanned technology as part of the Industry Dynamic Exhibition to be held at Autonomous Warrior 2018 (**AW18 IDE**). Autonomous Warrior 2018 is a multi-nation naval exercise to be held in Jervis Bay, New South Wales, in November 2018 (**AW18**).

Through this Call for Expression of Interest (**EOI**) process, and a second stage Proposal process, Defence will make available to approximately 10 –15 participants the opportunity to display and exhibit their technology (and up to 24 technologies in total across participants) at AW18 IDE.

This Call for EOI comprises:

- a. EOI Terms; and
- b. Expression of Interest Form (see Annex A)
- c. Draft Deed of Participation (see Annex B).

#### **How to register your interest**

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Defence requests that interested organisations submit a completed Expression of Interest (Annex A) via the DST Group website <https://www.dst.defence.gov.au/aw18>, or by completing Annex A of this document and emailing it to [AW18applications@dst.defence.gov.au](mailto:AW18applications@dst.defence.gov.au).

The Closing Time for Submissions will be **1700 AEST 4<sup>th</sup> JULY 2018**.

You should complete a separate Expression of Interest for each technology you wish to display or exhibit in AW18 IDE. There is no limit to the number of Expressions of Interest which you may submit.

Expressions of Interest lodged after the Closing Time may be excluded from consideration.

Defence will evaluate your Expression of Interest against the Criteria (see below). Following this, you may be invited to participate in the second stage of the process by submitting a Proposal which contains more detailed information regarding your technology.

#### **Clarification**

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You may contact [AW18Enquiries@dst.defence.gov.au](mailto:AW18Enquiries@dst.defence.gov.au) to seek clarification of this process. Please note that your de-identified questions and Defence's answers may be provided to other respondents.

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### No procurement

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This EOI and the second stage Proposal process is not a procurement process. The only outcome of this process is an opportunity for successful respondents to participate, for their own benefit, in AW18 IDE by displaying and exhibiting their technology to interested persons.

Participation in this process and any attendance or participation in AW18 IDE is at the participant's sole risk, cost and expense. **Defence will not pay participants for their participation in AW18 IDE.**

This process **will not** be used to evaluate technologies for potential purchase by Defence. This process **will not** be used to shortlist or select technologies for purchase by Defence.

### Background to AW18

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AW18 is a multi-nation event to be held by Defence in November 2018 in Jervis Bay, New South Wales. AW18 is a joint initiative of the Royal Australian Navy (**RAN**) and the Chief Defence Scientist. The project lead is the Defence Science & Technology Group (**DSTG**).

AW18 will involve three weeks of activities from 5 to 23 November 2018 at HMAS Creswell, Jervis Bay Airfield and associated sites, in Jervis Bay (**Location**). Following this there will be a 'Media Day' and two separate 'VIP Days' intended to engage Australian Defence Force (**ADF**) and Australian Government stakeholders as well as potential export customers.

AW18 attendees are likely to include senior ADF officers including the Chief of Navy and members from Army and Air Force, The Technical Cooperation Program Principals and participating S&T staff, senior military officers from Five Eyes nations, regional Defence partners from military and science areas, industry and national media.

Through AW18, Defence intends to build upon the success the UK's Unmanned Warrior 2016 (**UW16**), which involved industry participating in military missions, operational tasking efforts, innovative autonomous challenges and complex data integration.

In AW18, Defence will focus on the future of autonomous and unmanned technology in contexts where it may be beneficial to limit human operators in certain tasks – for example, high risk or monotonous tasks. AW18 is comprised of three different types of activities:

- The AW18 IDE, to provide an opportunity for industry to showcase its technology and ingenuity;
- The Autonomy Strategic Challenge (also known as "The Wizard of Aus" or WoA), a set of multi-nation scientific trials held under the auspices of The Technical Cooperation Program (**TTCP**); and
- Navy and Army using In-Service autonomous and unmanned assets.

In this EOI and Proposal process, Defence only seeks participants for the AW18 IDE component of AW18. The TTCP and RAN Support components will be run and administered under separate processes.

Successful respondents will be provided with indicative schedules for AW18 IDE activities, which will occur during AW18.



### Objectives for AW18 IDE

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The aim of the AW18 IDE is to provide industry with an opportunity to display and exhibit innovation in autonomous and unmanned systems or technologies that may be suitable to support the ADF including in maritime, littoral and land operations, and complex and contested environments – such as combat at sea, regional security, military support and amphibious action.

### Extent of participation

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Participants in AW18 IDE may elect to:

- display their technology only – i.e. set up a stand displaying the technology and provide information;  
**or**
- display AND exhibit their technology – i.e. set up a static display and also showcase the autonomous or unmanned capability in a controlled demonstration.

Exhibitions must be self-contained. No exhibitions will involve Defence platforms, such as vessels or aircraft.

Defence may record any exhibition and replay the recording at AW18 IDE.

Defence reserves the right to cancel any display or exhibition – e.g. if Defence forms the view that it may present a risk to safety.

### Excluded technologies

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You should note that as AW18 IDE may be open to the media and members of the general public, it will not be possible to maintain any confidentiality in relation to the technology.

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## Criteria for selection

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Defence will evaluate Expressions of Interest with the intention to ultimately select approximately 10 – 15 participants (and up to 24 technologies in total across participants) to participate in AW18 IDE following the second stage Proposals process. Therefore, Defence expects that 30 or more Expressions of Interest will be selected to proceed to the second stage Proposals process.

The following criteria will be used as the basis for the evaluation of the Expressions of Interest:

- the extent to which the technology is an autonomous or unmanned system or innovative technology that may be suitable to support the ADF;
- the extent to which the technology meets the capability components (described below);
- the extent to which the technology aligns with the scenarios (described below); and
- the extent to which the technology is suitable to display and exhibit at the Location (see above);
- the risk considerations arising from the display or exhibition of the technology (such as health and safety risk).

Note that technology which is only at a concept stage of development that is relatively untested, or is already quite mature and does not exhibit an innovative concept, is unlikely to be evaluated as suitable for this activity.

## Capability components

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For the purposes of this process, Defence is interested in autonomous or unmanned systems or technologies that meet any of the following seven (7) capability components:

- Intelligence, Surveillance and Reconnaissance;
- Mine countermeasures;
- Target acquisition;
- Anti-submarine warfare;
- Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance;
- Hydrographic and oceanographic geographic intelligence; and
- Support to Ground Forces via Unmanned Ground Vehicles.

## Scenarios

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In addition to alignment with capability components, Defence is also interested in autonomous or unmanned systems or technologies that align with any of the following 11 scenarios:

- Counter Submarine Incursion
- Sea Defence
- Counter Piracy
- Counter Arms Smuggling
- Oil Terminal Blockade by Mining
- Oil Terminal Infrastructure Attack
- Base Attack
- Base Defence
- Support to Ground Forces
- Containing Civil Unrest
- Clandestine Insertion from Sea

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### Draft Deed

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Successful respondents to the Proposal stage will be required to sign a Deed of Participation in the form set out in Annex B. This Deed will set out the relationship of the parties in relation to AW18 IDE. The key features of the Deed include that:

- Participants participate in AW18 IDE at their own risk and cost.
- Participant personnel will be required to obtain AW18 IDE access clearances and approvals from Defence before the date the participant is expected to participate in AW IDE activities. If approved, personnel will be required to attend event briefings and comply with all Defence safety and security requirements.
- Participants must fully disclose to Defence if any technology or equipment includes problematic substances, problematic sources or dangerous equipment or material before any such equipment is brought to the AW18 IDE.
- Participants may be able to store technology and equipment in a shared storage facility made available by Defence at the Defence Location for the purposes of participating in AW18 IDE. Participants will be responsible for securing all their equipment within the facility.
- Participants will be responsible for removing all their equipment, technology, rubbish and exhibition items after the completion of their involvement in AW18 IDE.
- Participants will be required to comply with behavioural expectations for AW18 IDE. Participants will be required to participate in AW18 IDE in a co-operative and collaborative manner and to comply with all reasonable directions given by Defence in relation to AW18 IDE. Participants must not act in a manner that would bring Defence into disrepute.

Please note that you do not need to respond to the draft Deed of Participation or sign it at the EOI Stage. It is provided for information only and to assist you in deciding whether or not to submit an EOI. However you should note that Defence does not intend to enter into substantive negotiations in relation to the draft Deed of Participation.

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## AW18 IDE – EOI Terms

### 1. General process

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- a. This is a call for expressions of interest. Submissions should be submitted on the Expression of Interest form (see Annex A) before the Closing Time and in accordance with these EOI Terms (**Terms**).
- b. Defence will consider Expressions of Interest received in response to this process in accordance with these Terms and the Overview. If Defence selects an Expression of Interest to progress to the second Proposal stage, Defence may invite the respondent to submit a Proposal and consider the Proposal in accordance with these Terms. Defence is not obliged to accept any submission and may not enter any Deed of Participation.
- c. In addition to the Criteria for Expressions of Interest, second stage Proposals will also be evaluated on the extent to which the participant is willing to sign the draft Deed of Participation. In addition, at the Proposal stage Defence will consider the extent to which all the shortlisted technologies, taken together, best meet the objectives and requirements of Defence set out in the Overview. This may include selecting technologies across a range of capability components and scenarios.
- d. Respondents will be notified of the final decision at each stage and may request a debriefing. Debriefings will only be given after the second stage.
- e. To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between Defence and a respondent unless and until a Deed of Participation is signed by Defence and that successful respondent.

### 2. Preparing your Response

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- a. Submissions must be lodged before the applicable Closing Time. Submissions lodged after the Closing Time may be excluded from consideration.
- b. Submissions, including attachments, should be in English, and measurements should be in Australian legal units of measurement.
- c. Electronic submissions must not contain viruses, malicious code, or other disabling features which may affect Defence's or any other Commonwealth ICT environment.
- d. Do not include security classified material (Australian or foreign) in your submission.
- e. You must make sure that your officers, employees, agents and advisers involved in the submission or the process also observe this restriction.

### 3. Defence's rights

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- a. Defence may amend, suspend, defer or terminate this process and any aspect of the whole of the process at any time by issuing a notice in writing and by posting the notice on DSTG's website.
- b. Defence will not enter into a Deed of Participation with a respondent if the respondent:
  - i. is non-compliant under the *Workplace Gender Equality Act 2012 (Cth)*; or
  - ii. has a judicial decision against it (including overseas jurisdictions but excluding judgements 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; or
  - iii. is an individual or entity on the Consolidated List to which the *Charter of the United Nations Act 1945* and *Autonomous Sanctions Act 2011* currently applies.
- c. Defence may at any time during the EOI or Proposal process:
  - i. clarify submissions with respondents;
  - ii. enter into discussions with other respondents in relation to their submissions;

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- iii. consider additional information related to a submission (including information obtained from sources other than a respondent);
- iv. shortlist one or more respondents; or
- v. exclude a submission from further consideration if:
  - 1. Defence considers that the submission is incompatible with the Objectives in the Overview or has no reasonable prospect of being successful;
  - 2. Defence considers that the technology may present high risk to the environment, safety, security, persons or property or may breach the law or infringe the rights of others;
  - 3. Defence considers the submission includes a false or misleading claim or statement;
  - 4. Defence has received a large volume of submissions and a shortlisting process is used to evaluate submissions efficiently;
  - 5. the respondent is an individual or entity on the Consolidated List to which the *Charter of the United Nations Act 1945* and *Autonomous Sanctions Act 2011* currently applies;
  - 6. a respondent does not have the necessary licences, accreditations, permits, regulatory approval, export approvals or other authorisation(s) required to participate in AW18 IDE;
  - 7. Defence considers that the technology is confidential to a person other than the respondent or is subject to export controls;
  - 8. Defence forms the view that it may not be able to agree a Deed of Participation with the respondent within a reasonable time or at all, or receive a signed Deed of Participation from the respondent within a reasonable time or at all; or
  - 9. the submission includes information that cannot be read or decrypted, or Defence believes the submission may contain a virus, malicious code or anything else which may compromise the integrity or security of its ICT environment.
- d. Defence may at any time:
  - i. discontinue the EOI process;
  - ii. decide not to undertake, or discontinue, a Proposal process; or
  - iii. identify AW18 IDE participants using alternative methods,

if Defence considers that it does not have enough suitable Expressions of Interest or Proposals to make AW18 IDE viable.

#### 4. Costs

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- a. Defence is not responsible or liable for any costs you incur in preparing or making a submission or in attending and participating in AW18 IDE, including in relation to obtaining insurance, licences, accreditations, permits, regulatory approvals or other authorisations that may be required.
- b. Defence is not liable to you for any costs or expenses incurred by you in taking part in the EOI or Proposal process, including where:
  - i. your submission is excluded at any stage of the process;
  - ii. Defence varies or terminates this process;
  - iii. Defence's requirements change;
  - iv. Defence exercises any of its other rights in these Terms;

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- v. you rely on advice from Defence or other Commonwealth entities in relation to your submission; or
- vi. there are failures or problems involving your infrastructure, browser or internet connectivity.

### 5. Intellectual property

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- a. Ownership of any of your intellectual property in your submission remains vested in you. By making a submission, you grant to Defence the right to use and copy the submission for the purposes of the EOI and Proposal process, and conducting AW18 IDE.

### 6. Privacy

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- a. You agree that Defence may collect, store, use and disclose the personal information provided in your submission for the purposes of evaluating your submission and for other purposes relating to the administration of AW18 IDE.
- b. You may choose not to provide personal information but in this case Defence may not be able to evaluate your submission.
- c. The Defence Privacy Policy, which contains information regarding how Defence collects, stores and uses personal information, is available at <http://www.defence.gov.au/privacy.asp>.
- d. For information about how Defence holds your personal information, how you can apply for access to, or seek a correction of personal information Defence holds about you, or to make a complaint about how Defence has managed your personal information, you should refer to the Defence Privacy Policy.
- e. Questions regarding the Defence Privacy Policy, or privacy within Defence, should be directed to the Defence Privacy Officer: Email: [defence.privacy@defence.gov.au](mailto:defence.privacy@defence.gov.au)

Post:

BP35-1-066

PO Box 7927

CANBERRA BC ACT 2610

### 7. Confidentiality

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- a. You agree that Defence can use the information in your submission and any further information you give Defence about your submission to:
  - i. evaluate your submission;
  - ii. complete and execute a Deed of Participation; or
  - iii. evaluate and review its own processes, including to improve future processes.
- b. You agree that Defence may disclose or provide access to information included in your submission to:
  - i. other government agencies, including state and territory government agencies, to consult with them about the content of your submission; or
  - ii. take appropriate action if any statement made in your submission is incorrect, incomplete, false or misleading, including using the information contained in the proposal for a fraud investigation that would be consistent with the Australian Government's Investigations Standard and Fraud Control Guidelines.
- c. Defence will not use or disclose information in your submission other than as set out in clauses 7.a or 7.b unless:
  - i. you agree to the use or disclosure;



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- ii. the information is in the public domain otherwise than due to a breach of confidence;
- iii. to comply with legal obligations or statutory or portfolio duties, or for public accountability reasons; or
- iv. to defend any claim made in relation to the process or any other process run by Defence (whether or not it relates to your submission).

### 8. Your acknowledgements and agreement

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By making a submission you:

- a. acknowledge that you do so, and participate in the process (including any attendance at AW18 IDE), at your own risk and cost;
- b. consent to and authorise Defence to collect, store, use and disclose the personal information you provided in your submission for the purposes specified in clause 6;
- c. acknowledge that Defence is not obliged to proceed with any submission you make, or enter into any arrangements in relation to your submission;
- d. acknowledge that this is not a procurement and that participation in this process and/or execution of a Deed of Participation is not part of a Defence procurement decision;
- e. acknowledge that, subject to these Terms, Defence may deal with other organisations (whether or not they have made a submission) in relation to AW18 and AW18 IDE;
- f. acknowledge that in considering submissions, Defence may consider additional information (including information obtained from sources other than you);
- g. declare that the information provided in the submission is accurate, complete and current and acknowledge that giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;
- h. declare that you have not – and your related bodies corporate (as defined in the *Corporations Act 2001*), as well as officers, employees, agents and advisors of you or your related bodies corporate, have not – broken any applicable law (including foreign laws) about offering of inducements in connection with the preparation of your submission;
- i. declare that there is no actual, potential or perceived conflict between Defence’s interests and your interests in relation to the process, other than those you have identified in your submission, and that you will immediately notify Defence if you become aware of such a conflict. In this paragraph, “your interests” includes the interests of your related bodies corporate, and the interests of the officers or employees of you or your related bodies corporate;
- j. acknowledge that if you are successful in this process, you will not be paid any amount for your participation in AW18 IDE and are responsible for arranging for the delivery and removal, of all materials and products relevant to your participation in AW18 IDE, to and from the location that the AW18 IDE will take place; and
- k. acknowledge that you are responsible for arranging and obtaining all necessary licences, accreditations, permits, regulatory approval, export approvals or other authorisation(s) required to attend and participate in AW18 IDE.

### 9. Withdrawing a Submission

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You agree that your submission is valid until 20 November 2018 unless or until it is withdrawn. You may withdraw a submission at any time by submitting an email to [AW18applications@dst.defence.gov.au](mailto:AW18applications@dst.defence.gov.au). If you withdraw a submission before Defence has evaluated it or during its evaluation, Defence will not evaluate that submission, or continue evaluating it.

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### 10. Interpretation

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In these Terms, unless the contrary appears:

- a. the singular includes the plural and vice-versa;
- b. a reference to one gender includes the others;
- c. "AW18 IDE" means the 'Industry Dynamic Exhibition' component of AW18 as described in the Overview;
- d. "Closing Time" means the time and date specified in the Closing Time section of the Overview.
- e. "Deed of Participation" means an agreement between a successful respondent and Defence that permits that entity to attend and participate in AW18 IDE in the form of Annex B;
- f. "Defence" refers to the Commonwealth of Australia as represented by the Department of Defence, including its advisers or contractors;
- g. "Expression of Interest" means a submission submitted in response to this process in the form of Annex A – Expression of Interest;
- h. "Objectives" means those objectives specified in the section 'Objectives of AW18' of the Overview.
- i. "Proposal" means a submission submitted in response to the second stage of the process after an EOI and following a request from Defence;
- j. "Terms" means these terms;
- k. "submission" refers to an Expression of Interest or any Proposal, or both; and
- l. "process" refers to the Expression of Interest or Proposal process or both.

To the extent of any inconsistency, these Terms take precedence over:

- m. information set out in the call for submissions cover page, or on relevant Commonwealth websites including [business.gov.au](http://business.gov.au), or on Defence social media platforms; and
- n. any other guidance documents on making a submission in response to this process published on a Defence website.

**Annex A – AW18 IDE Expression of Interest Form**

All Expressions of Interest should be forwarded to [AW18applications@dst.defence.gov.au](mailto:AW18applications@dst.defence.gov.au) by **1700 AEST 4<sup>th</sup> July 2018**.

Questions relating to AW18 IDE should be directed to [AW18enquiries@dst.defence.gov.au](mailto:AW18enquiries@dst.defence.gov.au).

**Please complete a separate form for each proposed technology. Note: all proposed technologies must be autonomous or unmanned systems or technologies and not subject to confidentiality.**

<b>EXPRESSION OF INTEREST</b>	
<b>Company details</b>	
<b>Question</b>	<b>Response</b>
Company name and trading name if applicable	
Company contact person	
Company contact details (email and phone)	
ABN	
<b>Technology Details</b>	
<b>Question</b>	<b>Response</b>
Title of the Technology or Innovation:	
Please provide a brief description and specifications of the technology or innovation.	
Please provide a brief description of the functionality of the technology or innovation, including why it is suitable to support the ADF.	
What is the technical maturity of the technology or innovation? E.g. what testing, trialling, evaluation or commercialisation has been undertaken to date?	

<b>EXPRESSION OF INTEREST</b>	
Which of the capability components is/are most relevant to the technology or innovation?	
Which of the scenario(s) best align with the technology or innovation?	
Do you propose to display OR display and exhibit the technology? If an exhibition is proposed, what type of exhibition is proposed?	
<p>What potential risks arise from the display or exhibition of the technology? This includes health and safety risks, risk to the environment, risk to personal safety and security, and risk to property.</p> <p>Note: you should include risks which may arise if the technology is inadvertently activated or malfunctions at AW18 IDE, even if you do not intend to activate the technology at AW18 IDE or even if such risks are unlikely.</p> <p>You need only provide a summary of risks at this stage. You will be asked for further detail if your EOI proceeds to the second Proposal stage.</p>	