



**CONTRACT BETWEEN**

**THE COMMONWEALTH OF AUSTRALIA**

represented by

**THE DEFENCE SCIENCE AND TECHNOLOGY ORGANISATION**

**OF THE DEPARTMENT OF DEFENCE**

**(ABN 68 706 814 312)**

and

**(...INSERT ORGANISATION NAME HERE...)**

**(...INSERT ABN DETAILS HERE...)**

in relation to

**THE DEVELOPMENT AND DEMONSTRATION OF A CAPABILITY AND TECHNOLOGY  
 DEMONSTRATOR (...INSERT PROJECT TITLE HERE...)**

Contract No: 2014-X

Contacts	Name	Phone	E-mail
DEFENCE PROJECT MANAGER			
CONTRACTOR'S REPRESENTATIVE			

Version No	Date	File Reference	Comments

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**NO OFFER TO BIND PARTIES**

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**THIS CONTRACT** is made the .....day of .....2014

**BETWEEN:**

The **COMMONWEALTH OF AUSTRALIA** represented by the Defence Science and Technology Organisation of the Department of Defence (ABN 68 706 814 312) located at (...**INSERT ADDRESS...**) ("**the Commonwealth**")

AND

(...**INSERT DETAILS...**) ("**the Contractor**")  
hereinafter referred to as the Parties

**WHEREAS:**

- A. The Commonwealth conducts the Capability and Technology Demonstrator Program (the CTD Program). The objective of the Program is to allow the demonstration of certain capability at minimum risk to the Commonwealth and with no acquisition obligations.
- B. As part of the CTD program, the Contractor has submitted a proposal for the development and demonstration of a (...**INSERT DETAILS...**) Capability and Technology Demonstrator (the CTD).
- C. The Commonwealth has agreed to accept the offer by the Contractor to undertake the CTD on the terms set out in the Contract.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. CONTRACT FRAMEWORK**

**1.1 Definitions**

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1.1.1 In the Contract, unless the contrary intention appears:

"Accept" has a corresponding meaning to Acceptance;

"Acceptance" means acceptance of a Milestone in accordance with clause 7.2 signified by the Defence Project Manager's signature of the Milestone Certificate;

"Advisers" means a Party's agents, contractors or advisers engaged in, or in relation to, the performance or management of this Contract;

"Approved Subcontractor" means a subcontractor listed in Attachment H - Schedule of Approved Subcontractors;

"Attachment" means an attachment to the Contract listed in the table of contents;

"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;

"Background IP" means IP, other than Third Party IP, that:

- a. is in existence at the Effective Date or is subsequently brought into existence other than as a result of the performance of the Contract; and
- b. is embodied in, or attaches to, the Technology or is otherwise necessarily related to the functioning or operation of the Technology, and

includes Commonwealth Background IP and Contractor Background IP;

“Capability Technology Demonstrator” or “CTD” means the Project referred to in Recital B and more fully described in the Statement of Work and to be undertaken by the Contractor pursuant to this Contract ;

“Commercial-in-Confidence Information” means information including trade secrets, know-how and any information comprised in Technical Data that:

- a. is by its nature confidential; or
- b. the receiving party knows or ought to know is confidential, but does not include information which:
- c. is or becomes public knowledge other than by breach of the Contract;
- d. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- e. the receiving party can show has been independently developed or acquired by the receiving party;

“Commercialisation” means an act that derives or is directed at deriving a profit or gain from the Foreground IP or Background IP, such as:

- a. in relation to a software application or product: to reproduce, duplicate, use, make, manufacture, have made or manufactured, sell, license to end users, advertise, promote, distribute, hire, or otherwise dispose of the software application or product;
- b. in relation to a method or process: to use the method or process or do any act referred to above in respect of a product resulting from such use;

“Commercialise” has the same meaning as Commercialisation;

“Contract” means the conditions of contract, the Attachments including the Statement of Work, and any document expressly incorporated as part of the Contract;

“Contract Change Proposal” or “CCP” means a Contract Change Proposal prepared in accordance with clause 10.1;

“Contract Price” means the amount set out in Attachment B;

“Contractor’s Representative” means the person specified in clause 2.6.1 or any other person appointed pursuant to the Contract as the Contractor’s Representative;

“Defence” means the Department of Defence 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 Project Manager” means the person specified in clause 2.7.1 or any other person appointed pursuant to the Contract as the Defence Project Manager;

“Defence Purposes” means any purpose within the power of the Commonwealth with respect to the defence or national security of the Commonwealth and includes purposes that are

necessary or incidental to that purpose. For the avoidance of doubt Defence Purposes includes Defence Research Purposes;

“Defence Research Purposes” means any scientific, technical or applied research for the purpose of the defence or national security of the Commonwealth and includes purposes that are necessary or incidental to that purpose;

“Defence Service Provider” means a person, other than Defence Personnel, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.

“day” means calendar day

“document” includes:

- 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;

“Effective Date” (ED) means the date on which the Contract is signed by the Parties, or if signed on separate days, the date of the last signature;

“Facilities” 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;

“Foreground IP” means IP which is created under or otherwise in connection with the Contract by a Party or on behalf of a Party, other than Third Party IP;

“Government Furnished Material” or “GFM” is the collective name for Government furnished data, equipment, information, or Facilities to be provided to the Contractor under the Contract and which is listed in Attachment D;

“Insolvency Event” means:

- a. becomes bankrupt or insolvent;
- b. becomes subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act 2001;
- c. becomes subject to any form of administration under the laws of a non-Australian jurisdiction, which is the same as, or substantially equivalent to, one of those referred to in paragraph b above;
- d. is wound up by resolution or an order of the court;
- e. suffers execution against any of its assets which has an adverse effect on the Contractor’s ability to perform its obligations under the Contract;
- f. makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- g. becomes an insolvent under administration; or
- h. ceases to carry on business;

“Intellectual Property” or “IP” means all copyright (including moral rights) and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know-how), and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;

“IP Plan” means the plan specified in Attachment E;

“Milestone” means an event or series of events for which the Contractor is responsible as specified in Attachment B that is to be achieved to the satisfaction of the Defence Project Manager;

“Milestone Certificate” means the certificate issued under clause 7.2 and as set out at in Attachment F;

“Milestone Certification” means progress certification in accordance with clause 7.2 signified by the Defence Project Manager’s signature of the Milestone Certificate;

“Milestone Date” means the date for achievement of a Milestone as set out at Attachment B;

“Milestone Payment” means a payment of an amount set out in Attachment B in respect of a Milestone, made in accordance with clause 8.2;

“month” means a calendar month;

“Project” means the CTD project described in the SOW;

“Project Management Committee” means those persons specified in clause 3.1.1;

“Risk Management Plan” means the plan referred to in the SOW (if any);

“Statement of Work” or “SOW” means the statement of the work at Attachment A including the Annexes to the SOW and includes any specification referred to in the Statement of Work;

“Subcontractor” means any person, who is not a Supplier that for the purposes of the Contract, furnishes Technology directly to the Contractor or indirectly to the Contractor through another person; and “Subcontract” has a corresponding meaning;

“Supplier” means any person that for the purposes of the Contract in furnishing Off the Shelf (OTS) items to the Contractor to be incorporated in the Technology and does so without the development of any IP under this Contract.

“Target Performance Measures” are the measures of performance of the Contractor specified at Annex A to the SOW;

“Technical Data” or “TD” means all technical know-how and information reduced to material form produced or acquired by the Contractor or Subcontractors in relation to the Technology and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, software, source code, software design data, test results, software updates and other items describing or providing information relating to the Technology or their operations;

“Technology” means goods and services and Technical Data required to be demonstrated, and if specified, supplied under the Contract and includes items acquired in order to be incorporated in the Technology;

“Third Party IP” means that IP which is owned by a party other than the Commonwealth, the Contractor or Subcontractors and is embodied in the Technology, or attaches to the

Technology or is otherwise necessarily related to the functioning or operation of the Technology, and is not limited to commercial off the shelf items;

“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.

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## **1.2 Interpretation**

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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 the other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. where 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 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 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 Contract.

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## **1.3 Commencement of Operation**

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1.3.1 The Contract commences on the Effective Date.

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## **1.4 Entire Agreement**

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1.4.1 The Contract 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.

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## **1.5 Precedence of Documents**

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1.5.1 If there is any inconsistency between provisions of the Contract, a descending order of precedence shall be accorded to:



- a. these conditions of contract;
- b. the Statement of Work and its Annexes;
- c. the Attachments other than the Statement of Work; and
- d. any document incorporated by express reference as part of the Contract,
- e. so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

## **2 ROLES AND RESPONSIBILITIES**

### **2.1 Purpose and performance of the CTD**

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- 2.1.1 The purpose of the Project is for the Contractor to develop, demonstrate and provide access to the Technology for evaluation by the Commonwealth. The Contract sets out:
  - a. the requirements for the Technology;
  - b. the arrangements for demonstration of the Technology including access to Commonwealth resources in the form of GFM;
  - c. Milestones that must be achieved for payment of the Contract Price;
  - d. whether the Commonwealth will have access to the Technology after completion of the Contractor's demonstration obligations in the Contract; and
  - e. the contribution to be made or obligations to be performed by both Parties (which for the Commonwealth is GFM and for the Contractor is the goods, services and facilities specified in the Milestone Schedule).
- 2.1.2 The Contractor shall provide the Technology as specified in the SOW and in accordance with the Contract.
- 2.1.3 Subject to the Contract, and as consideration for the Technology, the Commonwealth shall pay the Contract Price.
- 2.1.4 The Contractor acknowledges that:
  - a. any Commonwealth personnel and Facilities are subject to first call by the Commonwealth for Defence Purposes; and
  - b. the Commonwealth will not be obliged to do any act or thing that the Commonwealth determines, in its sole and unfettered discretion, would prejudice the Commonwealth's defence interests or give rise to risks that are, in the Commonwealth's opinion, unacceptable.

### **2.2 Scope of the relationship**

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- 2.2.1 Except as expressly provided in this Contract, nothing in this Contract:
  - a. creates any obligation on the Commonwealth to provide any advantage or benefit to the Contractor, including any matter or thing in connection with any acquisition by the Commonwealth of any goods or services;
  - b. creates any obligation on the Parties to enter into any other agreement or conduct any other projects, other than this Contract; or

- c. constitutes or creates a joint venture or partnership and neither Party has the power or authority to bind or represent the other Party.

2.2.2 Subject to complying with their obligations under this Contract and any other obligations which may otherwise be applicable at law, each Party is free to engage in any research or commercial activities with any other party or organisation, including in relation to the subject matter of this Contract, independently of this Contract.

### **2.3 Interaction with the Commonwealth**

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2.3.1 The Contractor must cooperate with the Commonwealth and assist the Commonwealth as reasonably requested to achieve the Commonwealth's objectives for the Technology as represented in the SOW.

### **2.4 Risk Management**

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2.4.1 The parties agree to comply with any requirements in the SOW in relation to the management of risk. In addition the Contractor shall, on an ongoing basis, inform the Commonwealth of any risks it has identified at scheduled Project Management Committee meetings.

### **2.5 Defence Project Manager**

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2.5.1 The Defence Project Manager is responsible for administering the Contract on behalf of the Commonwealth.

2.5.2 The Defence Project Manager may delegate its functions, or authorise that its functions be carried out on its behalf. The Commonwealth shall advise the Contractor in writing of the persons who are delegated or authorised to carry out functions on behalf of the Defence Project Manager ("Authorised Persons"), from time to time, and the scope of their delegation or authorisation.

2.5.3 The Contractor shall comply with the reasonable directions of:

- a. the Defence Project Manager made within the scope of the administration of the Contract that is consistent with the rights and obligations of the Parties under the Contract; and
- b. an Authorised Person, within the scope of their delegation or authorisation.

2.5.4 If given orally, a direction shall be confirmed in writing within 14 days. Neither the Defence Project Manager nor any Authorised Person shall have any authority to waive any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 10.1.

2.5.5 Unless authorised by the Contract or a direction given in accordance with this clause 2.5, any work performed or cost incurred by the Contractor in response to a communication from the Defence Project Manager or an Authorised Person is at the Contractor's sole risk.

2.5.6 For the avoidance of doubt, the Parties acknowledge that the authority of the Defence Project Manager or any Authorised Person does not extend to agreeing to any amendment to this Contract including any amendment to the scope of the SOW.

### **2.6 Contractor's Representative**

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2.6.1 The Contractor's Representative is responsible for administering the Contract on behalf of the Contractor. The details for the Contractor's Representative are:

Contractor's Representative
(...INSERT NAME...) (...INSERT POSITION...) (...INSERT ADDRESS...) Tel: (...INSERT TEL No...) Fax: (...INSERT FAX No...)

## **2.7 Notices**

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2.7.1 Unless the contrary intention appears, any notice or communication under the Contract shall be effective if it is in writing, signed and delivered to the Defence Project Manager or Contractor's representative or his delegate, as the case may be, at the following address:

Defence Project Manager	Contractor's representative or delegate
(...INSERT NAME...) (...INSERT POSITION...) (...INSERT ADDRESS...) Tel: (...INSERT TEL No...) Fax: (...INSERT FAX No...)	(...INSERT NAME...) (...INSERT POSITION...) (...INSERT ADDRESS...) Tel: (...INSERT TEL No...) Fax: (...INSERT FAX No...)

2.7.2 A notice or communication shall be deemed to have been delivered:

- a. in 3 Working Days if sent by prepaid post within Australia and in 8 Working Days if sent by air mail from one country to another;
- b. if sent by facsimile, at the time recorded by the transmitting machine, unless within 1 Working Day the sender is informed that the transmission was received in incomplete or garbled form; in which case a re-transmitted notice or other communication shall be received when it is effectively delivered; or
- c. if sent by electronic mail, at the time the electronic mail was transmitted to and received into the mail server of the Defence Project Manager or Contractor's Representative, as the case may be.

2.7.3 The Parties agree that:

- a. it is not intended that formal notices under the Contract will be sent by email;
- b. email is intended for day-to-day communication; and
- c. notices of a formal legal nature under the Contract will be sent by post or facsimile.

## **3 PROJECT MANAGEMENT**

### **3.1 Establishment of the Project Management Committee**

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3.1.1 The Project Management Committee shall comprise:

- a. the Defence Project Manager, who will be the Chair;
- b. Commonwealth technical representative,
- c. the Contractor's Representative; and

- d. others as mutually agreed by the Defence Project Manager and the Contractor's Representative.

### **3.2 Role of the Project Management Committee**

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3.2.1 The role of the Project Management Committee shall be to:

- a. review the progress of the Contract in relation to scope, price, risk and schedule; and
- b. review any proposed change to the Contract, including any variations to the SOW, the Contract Price, Milestone, Milestone Date or Milestone Payment and consider whether a Contract Change Proposal should be prepared by the Contractor, and make recommendations to the Commonwealth in respect of these matters.

3.2.2 At each meeting, the Contractor's Representative shall report to the Project Management Committee against each Milestone in relation to:

- a. progress achieved against the schedule specified in the SOW;
- b. problems encountered and recommended actions; and
- c. status of the actions.

## **4 CONDUCT OF THE CTD**

### **4.1 Language and Measurement**

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4.1.1 All information delivered as part of the Technology shall be written in English. Where such documentation is a translation into the English language, the translation shall be accurate and free from ambiguity.

4.1.2 Measurements of physical quantity shall be in Australian legal units as prescribed under the National Measurement Act 1960, or, if elements of the Technology or Technical Data are imported, units of measurement as agreed by the Defence Project Manager.

### **4.2 Development of the Technology and undertaking the CTD**

---

4.2.1 The Contractor shall:

- a. design, demonstrate and supply the Technology as specified in the SOW with a high degree of professional skill and care, and in accordance with the Contract. If the Contract does not specify a design standard, the Contractor shall apply industry best practice relevant to the Technology; and
- b. use its best endeavours to ensure the Technology meets the Target Performance Measures.

4.2.2 The Contractor shall use best endeavours to design, develop and produce the Technology so it is compatible with and does not restrict the performance of, or adversely affect, existing systems. For the purposes of this clause 'existing systems' means systems specified or referred to in the Contract or any other system used by the Commonwealth that the Contractor knows will be used with the Technology.

4.2.3 Where the SOW specifies that the Commonwealth and the Contractor are both to participate in design, development and/or demonstration of the Technology, the Parties shall perform their obligations as specified in the Contract. The Commonwealth's involvement in the

performance of the Contractor's obligations does not limit the Contractor's obligations in respect of the Contract.

### **4.3 General Performance Standards**

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- 4.3.1 The Contractor must ensure that in providing the Technology under the Contract:
- a. the Technology is fit for the purposes of the Contract;
  - b. the Contractor complies with any security requirements of the Commonwealth;
  - c. the standards of skill, care and diligence exercised by the Contractor are of a high professional standard and equivalent to those that would be expected of an expert professional services provider in advising on equivalent products;
  - d. any reports required to be provided contain all requested information and are accurate and not misleading in any respect; and
  - e. without limiting its obligations under the Contract, any failure to comply with the Contractor's obligations under the Contract are corrected at the Contractor's cost as soon as practicable after the Contractor becomes or is made aware of the failure.
- 4.3.2 The giving of any direction or approval by the Commonwealth, or the assistance in or supervision of the performance of any of the Contractor's obligations under the Contract, will not in any way reduce, diminish or otherwise affect the Contractor's obligations under the Contract.

### **4.4 Government Furnished Material**

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- 4.4.1 The Commonwealth shall deliver or provide access to GFM to the Contractor at the place and times stated in Attachment D. GFM is provided on the terms of the Contract to assist the Contractor in its demonstration of the Technology.
- 4.4.2 Where the Commonwealth fails to deliver or provide access to GFM in accordance with Attachment D, the Contractor may claim Postponement in accordance with Clause 7.1 of the date for the delivery of the affected part of the Technology or performance of any associated obligations, except to the extent that the failure to deliver or provide access to the GFM was caused by a default or an act or omission of the Contractor, its officers, employees, agents or Subcontractors.
- 4.4.3 The Parties acknowledge that, subject to clause 4.4.4, the GFM is not furnished to the Contractor for the purposes of either directing or guiding the conduct, production or design of the Technology. The Commonwealth does not warrant the suitability of GFM for any particular use or application, nor does the Commonwealth warrant the accuracy, precision or quality of the GFM. For the avoidance of doubt, any defect or deficiency in the GFM will not entitle the Contractor to any postponement under clause 7.1, except for Mandated GFM and then only to the extent clauses 4.4.4a to 4.4.4d do not apply.
- 4.4.4 The Commonwealth warrants that the GFM that is identified in Attachment D as 'Mandated' is fit for its intended purpose as specified in Attachment D, except to the extent that the GFM is not fit for purpose as a result of:
- a. a failure by the Contractor to conduct or properly conduct an examination or test of GFM as required by the Contract;
  - b. misuse of the GFM by the Contractor;

- c. a failure caused or contributed to by a modification or integration action by the Contractor; or
  - d. a failure otherwise within the control of the Contractor.
- 4.4.5 The Contractor shall, in a skilful manner, incorporate the GFM into the Technology or utilise the GFM in the production of the Technology and/or conduct of the work in accordance with the Contract. The Contractor shall be responsible for ensuring that the GFM does not adversely impact on production, delivery or functionality of the Technology.
- 4.4.6 The Contractor shall return GFM that is not incorporated into the Technology (other than consumable items of GFM) to the Commonwealth as directed by the Defence Project Manager. The Contractor shall promptly notify the Defence Project Manager if any GFM in its care is lost, destroyed, damaged, defective or deficient.
- 4.4.7 The Contractor shall be responsible for loss or destruction of, damage to or defects or deficiencies in, the GFM where caused by a default or an act or omission of the Contractor, its officers, employees, agents or Subcontractors, except to the extent that the loss, destruction, damage, defectiveness or deficiency was caused by an unlawful or negligent act or omission of the Commonwealth or any person acting through the Commonwealth.
- 4.4.8 Subject to clause 4.4.9, GFM remains the property of the Commonwealth and the Contractor shall not:
- a. without the prior written approval of the Defence Project Manager:
    - i. use GFM other than for the purposes of the Contract;
    - ii. modify GFM;
    - iii. transfer possession or control of GFM to any other party;
    - iv. move GFM from the location to which it was delivered;
    - v. communicate or divulge any information concerning or derived from the GFM to any other party; or
    - vi. remove any means of identification of the GFM as Commonwealth property; or
  - b. create or allow to be created any lien, charge, mortgage or encumbrance over any GFM.
- 4.4.9 The Defence Project Manager shall notify the Contractor of any Intellectual Property rights applicable to the GFM and the Contractor shall not act contrary to the existence of such rights.

## **5 INTELLECTUAL PROPERTY**

### **5.1 IP Plan**

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- 5.1.1 The Contractor shall:
- a. ensure the IP Plan at Attachment E, at the Effective Date, contains a complete record of all items of Background IP and Third Party IP;

- b. ensure that all Foreground IP created is recorded accurately as required by DID-PSR referred to in the Contract Data Requirement List in Annex B to Attachment A; and
- c. separately record Commonwealth Background IP and Contractor Background IP.

## **5.2 Ownership of Intellectual Property**

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5.2.1 Nothing in the Contract affects the ownership of Background IP or Third Party IP.

**NOTE FOR CONTRACTORS:**  
Foreground IP ownership will be negotiated during contract negotiations

5.2.2 The Parties acknowledge that the Contractor may, in performing its obligations under the Contract, create Foreground IP. Ownership of all Foreground IP vests on its creation in the [Commonwealth or Contractor]. The [Commonwealth or Contractor] has the exclusive right to apply for registration of that Foreground IP in all countries of the world.

5.2.3 The Contractor must ensure that all Background IP and Foreground IP (whether owned by the Contractor, Subcontractor or the Commonwealth) and Third Party IP is correctly recorded. The Contractor must promptly notify the Defence Project Manager of any Background IP or Third Party IP to be incorporated in the Technology or otherwise used as part of the Contract that is not listed in the IP Plan.

5.2.4 The Contractor must notify the Defence Project Manager where it proposes to incorporate in the Technology or otherwise use in the course of the Contract any IP derived from or produced as a result of any other contracts with the Commonwealth, including any other contract entered as part of the CTD Program.

## **5.3 Intellectual Property Licences**

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**NOTE FOR CONTRACTORS:**  
The following clause 5.3.1 is only applicable if the Contractor owns the Foreground IP under clause 5.2.2.

5.3.1 The Contractor grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all Foreground IP, including the right to sub-licence, for Defence Purposes.

5.3.2 The Contractor grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all of the Contractor's and Subcontractor's Background IP, including the right to sub-licence:

- a. to undertake the Project in accordance with this Contract;
- b. to use, maintain and dispose of, modify, develop and manufacture the Technology for Defence Purposes;
- c. to complete the Technology upon termination of the Contract; and
- d. to remedy defects or omissions in the Technology.

5.3.3 The Contractor will ensure that the Commonwealth is granted licences to use any Third Party IP on the best available commercial terms.

**NOTE FOR CONTRACTORS:**

The inclusion of Foreground IP in clause 5.3.4 below is required if the Commonwealth owns the Foreground IP under clause 5.2.2

5.3.4 The Commonwealth grants to the Contractor a royalty-free, non-exclusive licence to use, reproduce and adapt the Commonwealth Background IP [and the Foreground IP] to the extent necessary to and solely for the purpose of the Contractor performing its obligations under this Contract.

**5.4 Provision of Technical Data**

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5.4.1 The Contractor shall provide with the Technology all TD necessary for the Commonwealth to exercise its rights under this contract.

5.4.2 The Commonwealth may provide TD to a third party to enable the Commonwealth to fully exercise its IP rights under clause 5. Where the TD is not owned by the Commonwealth the third party must be bound by an obligation of confidentiality.

5.4.3 The Contractor shall ensure that all TD delivered to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clause 5.

**5.5 Commercialisation (Optional)**

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**NOTE FOR CONTRACTORS:**

Additional Clauses maybe required for use of Commonwealth Background IP and/or Foreground IP

**6 COMMERCIAL-IN-CONFIDENCE INFORMATION**

**6.1 Identification of Commercial-in-Confidence Information**

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6.1.1 Each Party will identify to the other Party any information that it regards as Commercial-in-Confidence Information.

6.1.2 The Parties will establish and maintain a register of Commercial-in-Confidence Information (the CIC Register) as set out at Attachment I Table 1. The Project Management Committee will determine procedures for the maintenance and content of the CIC Register. Indicatively, it will include the following details:

- a. the nature of the information;
- b. the Party who supplied the information;
- c. the date supplied;
- d. the purpose for which it was supplied;
- e. any security classification attaching to the information; and
- f. the period of confidentiality required.

6.1.3 Information may still be Commercial-in-Confidence Information for the purposes of this Contract, notwithstanding that it is not listed in the CIC Register, provided it satisfies the definition of Commercial-in-Confidence Information set out in clause 1.1.1.



- 6.1.4 The Contractor shall mark all delivered documents and reports that contain Commonwealth Background IP [and Foreground IP] with the statement “This document contains information that is Defence Commercial-in-Confidence”, except where specified otherwise by the Defence Project Manager.
- 6.1.5 The Parties agree that the conditions of Contract and Attachments, or parts of them, listed in Table 2 of Attachment I are Commercial-in-Confidence Information for the relevant party.

## **6.2 Protection of Commercial-in-Confidence Information**

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- 6.2.1 A Party must not, without the prior written consent of the other Party, disclose any Commercial-in-Confidence Information supplied by the other Party to a third party. In giving its consent, a Party may impose such conditions as it thinks fit.
- 6.2.2 The obligations of the Parties under this clause 6.2 will not be taken to have been breached to the extent the Commercial-in-Confidence Information:
- a. is used in accordance with the rights granted under clause 5 of this Contract;
  - b. is disclosed by a Party to its employees or Advisers solely in order to comply with its obligations, or to exercise its rights, under this Contract;
  - c. is disclosed to a Party’s internal management personnel, solely to enable effective management or auditing of Contract-related activities;
  - d. is disclosed by the Commonwealth to the responsible Minister, House or Committee of Parliament or Commonwealth agency;
  - e. is authorised or required by law to be disclosed; or
  - f. is in the public domain otherwise than due to a breach of an obligation of confidence.
- 6.2.3 Where a Party discloses Commercial-in-Confidence Information to another person:
- a. pursuant to clauses 6.2.2b or 6.2.2c, the disclosing Party must:
    - i. notify the receiving person that the information is Commercial-in-Confidence Information; and
    - ii. not provide the information unless the receiving person agrees to keep the information confidential; or
  - b. pursuant to clause 6.2.2d, the disclosing Party must notify the receiving person that the information is confidential.
- 6.2.4 The Commonwealth may require the Contractor to ensure that its, agents, advisers and Subcontractors engaged in the performance of the Contract give a written undertaking in the form of the Deed of Confidentiality and Fidelity set out at Attachment C prior to the disclosure of Commercial-in-Confidence Information. The Contractor shall provide properly executed Deeds of Confidentiality and Fidelity as required by this clause. The Contractor shall be responsible to the Commonwealth for any breach of Confidentiality by its officers, contractors and employees
- 6.2.5 Where the Commonwealth is granted a licence to use any Third Party IP under clause 5.3.3, the Commonwealth shall treat the Third Party IP as Commercial-in-Confidence Information pursuant to clauses 6.2.1 to 6.2.3.

**7 POSTPONEMENT, ACCEPTANCE AND OWNERSHIP**

**7.1 Postponement**

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- 7.1.1 The Contractor shall take all reasonable steps to prevent and minimise delay and to mitigate its losses due to delay.
- 7.1.2 The Contractor shall, within 7 days of becoming aware that completion of the Technology or any Milestone will be delayed by any cause, advise the Defence Project Manager in writing of the cause and nature of the delay.
- 7.1.3 The Contractor shall, within a further 14 days after the notification under clause 7.1.2; advise the Defence Project Manager in writing:
- a. of the steps it shall take to contain the delay;
  - b. the anticipated duration of the delay; and
  - c. whether it considers that the delay will prevent it from meeting a Milestone Date or the date of completion of the Technology, as the case may be.
- 7.1.4 The Contractor shall be entitled to postponement of a Milestone Date or the date of completion of the Technology in circumstances where the event giving rise to the Contractor's request:
- a. delays the Contractor in the performance of its obligations under the Contract;
  - b. is beyond the reasonable control of the Contractor;
  - c. could not have been reasonably contemplated or allowed for by the Contractor before entering the Contract; and
  - d. is not provided for elsewhere in the Contract,
- and provided that the Contractor:
- e. submits a Contract Change Proposal in accordance with clause 10.1 requesting a postponement of the Milestone Date or the date for completion of the Technology within 21 days of its notice under clause 7.1.2;
  - f. demonstrates to the Commonwealth's satisfaction that work under the Contract cannot be performed in such a way as to meet the date for delivery as is reasonable with regard to the Contract Price and any other relevant circumstances;
  - g. takes all reasonable steps to minimise the delay and mitigate its losses; and
  - h. supports the claim referred to in clause 7.1.4e above with substantiating documentation to the satisfaction of the Commonwealth.
- 7.1.5 Where the delay affects more than one Milestone Date the Contractor shall submit a revised Attachment A and/or B, as appropriate, with the Contract Change Proposal submitted under clause 7.1.4e. The Contractor shall not claim a postponement of a Milestone Date for a period greater than the duration of the delay.
- 7.1.6 Any delay attributable to a Subcontractor shall be considered for the purposes of clause 7.1 only to the extent that the reasons for the delay satisfy clause 7.1 and are beyond the reasonable control of the Subcontractor and the Contractor.

**7.2 Acceptance and Milestone Certification**

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- 7.2.1 On or before each Milestone Date, the Contractor shall complete and present a signed Milestone Certificate certifying that the relevant Milestone has been achieved in accordance with the Contract.
- 7.2.2 The Defence Project Manager shall, within 14 days of the presentation of the Milestone Certificate, advise the Contractor that:
- a. the Contractor has achieved the Milestone, in which case the Defence Project Manager shall sign and issue the Milestone Certificate; or
  - b. the Contractor has failed to achieve the Milestone, in which case the Defence Project Manager shall advise the Contractor in writing of the reason for the failure.
- 7.2.3 The issue of a Milestone Certificate by the Defence Project Manager shall not constitute full or partial acceptance of a later milestone.
- 7.2.4 The Defence Project Manager may issue a Milestone Certificate despite the existence of minor omissions or defects in the performance by the Contractor of the particular Milestone. The Defence Project Manager shall endorse such omissions or defects on the Milestone Certificate or on an attachment to the certificate. The Contractor shall, before completion of the final Milestone, make good the omissions or defects to the satisfaction of the Defence Project Manager.
- 7.2.5 Where the Defence Project Manager notifies the Contractor under clause 7.2.2b that it has failed to achieve the Milestone, the Contractor shall, within 14 days of receipt of the advice, provide full written details to the Defence Project Manager of its proposed remedy. The Defence Project Manager shall within 14 days of receipt of the written notice either:
- a. instruct the Contractor in writing to complete any course of action proposed by the Contractor within a specified time; or
  - b. issue a notice of rejection of the Contractor's proposal and require that the Contractor submit an alternative proposal within 14 days of that notice.
- 7.2.6 Where an application for Milestone Certification is rejected and resubmitted, processing of the resubmitted application shall be subject to the same conditions as if it were the original.
- 7.2.7 Where a Milestone Certificate has been rejected twice, the Defence Project Manager may refer the issue to the Commonwealth for consideration under clause 12.3 "Termination or Reduction in Scope".
- 7.2.8 The Contractor shall, when seeking Acceptance of the final Milestone:
- a. complete and present a signed Milestone Certificate certifying that the Contractor has fulfilled its obligations under the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the completion of the Contract, including the obligations in clause 12.5; and
  - b. provide details to the Defence Project Manager as to how the Contractor has made good all omissions or defects previously identified by the Defence Project Manager under clause 7.2.4 in relation to earlier Milestones.

**7.3 Ownership and Risk**

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- 7.3.1 Subject to clause 5, ownership of the Technology or partially completed Technology included in a Milestone shall pass to the Commonwealth upon payment of the relevant Milestone Payment in accordance with clause 8.2 or termination of the Contract, whichever occurs first.
- 7.3.2 At the time ownership of any item of Technology passes to the Commonwealth, the Technology shall be free of any registered or unregistered charge, lien, mortgage or other encumbrance.
- 7.3.3 Risk of loss of or damage to the Technology resides with the Contractor until the Technology has been delivered to the Commonwealth in accordance with Attachment B
- 7.3.4 Where the Defence Project Manager rejects Technology as not conforming to the requirements of the Contract as part of Milestone Certification, or where the Contractor retakes possession of Technology in accordance with the Contract, risk of loss of, or damage to, that Technology shall revert to the Contractor on repossession or 7 days after the rejection, whichever is the earlier.

**8 PRICE AND PAYMENT**

**8.1 Price and Price Basis**

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- 8.1.1 The Contract Price is set out in Attachment B and, subject to clause 10.1, is unalterable.

**8.2 Payment**

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- 8.2.1 Where the Contractor submits a claim for payment it shall be accompanied by:
- a. where the payment is a Milestone Payment, the Milestone Certificate(s) signed by the Contractor that relates to the relevant Milestone; and
  - b. any other relevant documentation necessary to establish that, to the satisfaction of the Defence Project Manager, the claim is in accordance with the Contract.
- 8.2.2 On receipt of a claim for payment the Defence Project Manager shall either:
- a. recommend the claim for approval by Director CTD Program Office where it is submitted in accordance with clause 8.2.1; or
  - b. reject the claim where the claim is not submitted in accordance with clause 8.2.1.
- 8.2.3 Where a claim or part of a claim is approved under clause 8.2.2, the Commonwealth shall make payment within 30 days of the Milestone Date or the submission of the claim, whichever occurs last.
- 8.2.4 Where the Defence Project Manager rejects the claim, the Defence Project Manager shall, within 14 days of receipt of the claim, notify the Contractor in writing of the need to resubmit the claim and the reasons for rejection and any action to be taken by the Contractor for the claim or part of the claim to be rendered correct for payment.
- 8.2.5 Upon receipt of a notice issued pursuant to clause 8.2.4 the Contractor shall immediately take all necessary steps to make the claim for payment conform to the requirements of the Contract and shall submit a revised claim to the Defence Project Manager when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.

### **8.3 Taxes and Duties**

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- 8.3.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Contract must be met by the Contractor and are included within the Contract Price.
- 8.3.2 Unless otherwise indicated, all consideration for any supply made under this Contract is exclusive of any GST imposed on the supply. If one party (supplier) makes a taxable supply to the other party (recipient) under this Contract, the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question. No party may claim from the other any amount under this Contract for which the first party can obtain an input tax credit. GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 - 'Any amount on account of GST payable by the Contractor to the Commonwealth is a debt recoverable by the Commonwealth under clause 12.4.'

## **9 INSURANCE AND LIABILITY**

### **9.1 Contractor's Employees**

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- 9.1.1 The Contractor shall indemnify the Commonwealth against liability of the Commonwealth for death of, or personal injury to, any person employed by the Contractor on work under the Contract, except to the extent that such death or injury results from any unlawful or negligent act or omission on the part of the Commonwealth or any person acting through the Commonwealth.

### **9.2 Property Damage and Public Risk**

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- 9.2.1 The Contractor shall indemnify the Commonwealth, its officers, employees and agents against:
- a. claims by any person in respect of personal injury or death, except to the extent that the Contractor's indemnity under clause 9.1.1 applies;
  - b. claims by any person in respect of loss of, or damage to, any property (other than Technology owned by the Commonwealth and GFM); and
  - c. costs and expenses including the costs (on a solicitor and own client basis) of defending or settling any claim referred to in clauses 9.2.1a and 9.2.1b, arising out of or as a consequence of a default or unlawful or negligent act or omission on the part of the Contractor, its officers, employees, agents or Subcontractors except to the extent that such death, injury, or property loss or damage results from any unlawful or negligent act or omission on the part of the Commonwealth or any person acting through the Commonwealth.

### **9.3 Care of the Technology**

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- 9.3.1 The Contractor shall make good any loss or damage caused to the Technology while risk resides with the Contractor, except to the extent that the loss or damage was a direct consequence of an excepted risk.
- 9.3.2 For the purposes of clause 9.3.1, "excepted risks" means:
- a. any negligent act or omission of the Commonwealth, the Defence Project Manager or officers, employees or agents of the Commonwealth;
  - b. war, invasion, acts of foreign enemies, hostilities between nations, civil insurrection or militarily usurped power;

- c. confiscation by governments or public authorities; or
- d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, which in the case of clauses 9.3.2c and 9.3.2d is not caused by the Contractor.

#### **9.4 Intellectual Property Indemnity**

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- 9.4.1 The Contractor shall indemnify the Commonwealth its officers, employees, agents, licensees or sub-licensees 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 which arises out of any action, claim, dispute, suit or proceeding brought by any third party in respect of any:
- a. infringement or alleged infringement of that third party's IP where the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to in clause 5 or otherwise under the Contract; or
  - b. breach or alleged breach of any duty of confidentiality owed to that third party, where the breach is caused by any act or omission on the part of the Contractor or any of its Subcontractors, officers, employees or agents (whether or not such act or omission constitutes a breach of the Contract).
- 9.4.2 For the purposes of this clause 9.4, "infringement" includes unauthorised acts which would, but for the operation of section 163 of the Patents Act 1990, section 40A of the Designs Act 1906, section 183 of the Copyright Act 1968, and section 25 of the Circuits Layout Act 1989, constitute an infringement.

#### **9.5 Insurance**

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- 9.5.1 Before commencing work under the Contract, the Contractor shall:
- a. be fully insured or registered with the appropriate statutory authority against liability for death of or personal injury to persons employed by the Contractor, including liability under statute and common law;
  - b. have public liability insurance for an amount of not less than [\$10,000,000] per event;
  - c. (...INSERT ANY OTHER FORMS OF INSURANCE AS NECESSARY (E.G. PROFESSIONAL LIABILITY, PRODUCT LIABILITY)...)
- 9.5.2 The Contractor shall ensure each Subcontractor is insured against the Subcontractor's corresponding liabilities.
- 9.5.3 The Contractor shall maintain the insurance required under clause 9.5.1 for the duration of the work under the Contract and, on request, shall produce satisfactory evidence of the insurance to the Defence Project Manager.

#### **9.6 Not Used**

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**10 CONTRACT MANAGEMENT**

**10.1 Change to the Contract**

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- 10.1.1 Except as expressly permitted in the Contract, the Contract may be changed only in accordance with clause 10.1. The Parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change has been approved in accordance with clause 10.1.
- 10.1.2 Either party may propose a change to the Contract. CCPs shall be in the format set out at Attachment G.
- 10.1.3 If the Defence Project Manager proposes a change to the Contract it shall:
- a. notify the Contractor and the Contractor shall provide a CCP to the Defence Project Manager within a period of 30 days after receipt of such notice or such other period as agreed; or
  - b. provide a CCP to the Contractor and the Contractor shall notify the Defence Project Manager of any changes it requires to the CCP within 30 days of receipt.
- 10.1.4 The Commonwealth may at its discretion require the Contractor to provide a not-to-exceed quote for the preparation of a CCP, prior to the Contractor preparing the CCP in accordance with clause 10.1.3. If the Defence Project Manager exercises its discretion under this clause the Commonwealth's payment of the reasonable costs of preparation of a CCP under clause 10.1.7 or through change to the Contract under clause 10.1.3 shall not exceed the quote provided.
- 10.1.5 The Defence Project Manager shall evaluate a CCP submitted under clause 10.1, and shall either:
- a. on the basis set out in clause 10.1.8 recommend for approval the CCP and issue an amendment to the Contract; or
  - b. reject the CCP giving reasons for such rejection.
- 10.1.6 The Defence Project Manager shall advise the Contractor of approval or rejection of a CCP under clause 10.1.5 within:
- a. 30 days after receipt; or
  - b. such other period as may be agreed.
- 10.1.7 The Commonwealth shall meet the reasonable cost of preparation of a Contract Change Proposal prepared in response to a change proposed by the Commonwealth, except where the change was proposed to address any failure of or delay by the Contractor in performing its obligations under the Contract.
- 10.1.8 A CCP shall take effect:
- a. if no date for taking effect is specified in the CCP, on the date a CCP is approved and executed by both Parties; or
  - b. on the date specified in the CCP provided that the CCP is approved and executed by both Parties.

- 10.1.9 The Defence Project Manager may issue an amendment to the Contract to incorporate CCPs that have taken affect under clause 10.1.8. The amendment does not affect the legal status of the CCP as determined under clause 10.1.8.

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**10.2 Condition as to Disclosure by the Contractor**

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- 10.2.1 The Contractor shall promptly notify and fully disclose to the Commonwealth, in writing, any event or occurrence actual or threatened during the performance of the Contract which may materially affect the Contractor's ability to perform any of its obligations under the Contract.
- 10.2.2 Without limiting clause 10.2.1, the Contractor:
- a. warrants that, to the best of its knowledge after making diligent inquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its employees, officers, agents or Approved Subcontractors; and
  - b. shall notify the Commonwealth in writing immediately if such a conflict arises, or appears to arise.
- 10.2.3 Within 7 days after giving notice under clause 10.2.1 or 10.2.2, the Contractor shall notify the Commonwealth in writing of the steps it 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. If the Contractor fails to notify the Commonwealth in accordance with Clauses 10.2.2.b or 10.2.3 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may give the Contractor a notice of termination for default under clause 12.2.1.c.
- 10.2.4 The Contractor shall include rights of the Commonwealth equivalent to those contained in clause 10.2 in all Approved Subcontracts.

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**10.3 Waiver**

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- 10.3.1 Failure by either party to enforce a provision of the Contract shall not be construed as in any way affecting the enforceability of that provision or the Contract as a whole.

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**10.4 Assignment and Novation**

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- 10.4.1 Neither party may, without the written consent of the other, assign in whole or in part, its rights under the Contract.
- 10.4.2 Where the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify the Defence Project Manager within a reasonable period prior to the proposed novation.

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**10.5 Negation of Employment and Agency**

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- 10.5.1 The Contractor shall not represent itself, and shall ensure that its officers, employees, agents and Subcontractors do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 10.5.2 The Contractor, its officers, employees, agents and Subcontractors shall not by virtue of the Contract be, or for any purposes deemed to be, an employee, partner or agent of the Commonwealth.



## **10.6 Commonwealth Access**

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- 10.6.1 During the performance of the Contract, the Contractor shall permit the Defence Project Manager, or any person authorised by the Defence Project Manager, access to its premises and access to any of its records or accounts in connection with performance of work under the Contract during normal business hours provided that seven (7) calendar days prior notice has been given. The Commonwealth may copy such records or accounts for the purposes of the Contract.
- 10.6.2 Without limiting the generality of clause 10.6.1, the purposes for which the Defence Project Manager may require access include:
- a. inspecting GFM, conducting or checking stocktakes of GFM, or removing GFM that is no longer required for the performance of the Contract;
  - b. investigating the reasonableness of proposed prices or costs in any Contract Change Proposal submitted in accordance with clause 10.1;
  - c. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP; and
  - d. conducting Audits under the Auditor-General Act 1997.
- 10.6.3 The Contractor shall ensure that the provisions of subcontracts provide the Defence Project Manager with similar access to Subcontractors' premises, and to records and accounts in connection with the Subcontractor's performance of work under the Subcontract, including the right to copy.
- 10.6.4 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Defence Project Manager to comply with, any reasonable Contractor or Subcontractor safety and security requirements or codes of behaviour for their premises.

## **10.7 Contractor Access**

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- 10.7.1 The Commonwealth during the period of the Contract shall provide access to any Commonwealth place, area or facility for persons approved under this clause 10.7 as necessary for the Contractor's performance of the Contract.
- 10.7.2 Unless otherwise agreed, the Contractor shall seek written permission from the Defence Project Manager, at least 7 days prior to entry being required, for each person the Contractor wishes to have access to a Commonwealth place, area or facility.
- 10.7.3 The Defence Project Manager may by notice to the Contractor withdraw access rights to any Commonwealth place, area or facility at any time for any period.
- 10.7.4 The Contractor shall comply with, and require persons afforded access under this clause 10.7 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth place, area or facility.
- 10.7.5 The Defence Project Manager may notify the Contractor of, and the Contractor shall comply with, any special security or access provisions that apply to a particular Commonwealth place, area or facility relevant to the Contract.

## **10.8 Subcontracts**

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- 10.8.1 The Contractor shall not subcontract the whole of the work under the Contract.

- 10.8.2 The Contractor shall not subcontract work under the Contract that:
- a. exceeds a value of [value to be determined in the context of the value of the contract – default value is \$100,000] (exclusive of GST) per Subcontractor; or
  - b. includes creation of Foreground IP, unless to an Approved Subcontractor without the prior written approval of the Commonwealth. Subcontracts for the supply of Background IP or Third Party IP only and with no associated services are not subject to this clause unless they exceed the value specified in paragraph a. In giving its consent, the Commonwealth may impose any terms and conditions it considers appropriate.
- 10.8.3 Only Approved Subcontractors may be subcontracted to do the Approved Scope of Subcontract.
- 10.8.4 The Contractor, by subcontracting any part of the work under the Contract or by obtaining the Commonwealth's approval of a Subcontractor, shall not be relieved of its liabilities or obligations under the Contract, and shall be responsible for all Subcontractors, including ensuring all subcontracts contain the necessary terms and conditions to allow the Contractor to fully comply with its obligations under the Contract, including those in respect of Intellectual Property.
- 10.8.5 The Defence Project Manager may by written notice require the Contractor to cease using a Subcontractor, including an Approved Subcontractor. Where the Contractor receives a notice from the Defence Project Manager, the Contractor must:
- a. cease using the Subcontractor within the time frame specified in the notice;
  - b. promptly arrange for any Commonwealth Commercial-in-Confidence Information in the possession of the Subcontractor to be returned to the Contractor; and
  - c. ensure that the Project continues in accordance with the requirements of this Contract.
- 10.8.6 The Contractor, if requested by the Defence Project Manager, shall provide a copy of any Subcontract, which copy need not contain prices. The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractors participation in the performance of the Contract.
- 10.8.7 The Contractor shall not enter into a Subcontract under the Contract with a Subcontractor named by the Director of Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Equal Opportunity for Women in the Workplace Act 1999.

## **10.9 Defence Security**

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### **NOTE FOR CONTRACTORS:**

This clause has been expanded to reflect the 'standard' ASDEFCON Complex Materiel Volume 2 security clause requirements; it includes a number of options, to cover a number of different possibilities. The applicable clauses will be selected during negotiation

- 10.9.1 If the Contractor requires access to any Commonwealth place, area or facility under the control or responsibility of the Department of Defence or the Australian Defence Force, the Contractor shall:

- a. comply with any security requirements notified to the Contractor by the Defence Commonwealth Representative from time to time; and
  - b. ensure that its officers, employees, agents and Subcontractors are aware of and comply with the Commonwealth's security requirements.
- 10.9.2 The Contractor shall:
- a. ensure that its officers, employees, agents and subcontractors, undertake any security checks or clearances as required by the Commonwealth;
  - b. notify the Commonwealth of any changes to circumstances which may affect the Contractor's capacity to deliver the Technology or conduct the work in accordance with the Commonwealth's security requirements; and
  - c. provide a written undertaking in respect of security or access to a Commonwealth place, area or facility, in the form required by the Commonwealth.

**NOTE FOR CONTRACTORS:**

The following clause should be used when it is clear that clearances such as personnel and facility clearances will be required under the Contract.

**Option A: For when the Contract is placed with an Australian Contractor and a facility clearance is required.**

- 10.9.3 The security classification of work to be performed under the Contract will be up to and including (...INSERT CLASSIFICATION...) level. The Contractor shall possess a facility accreditation at (...INSERT CLASSIFICATION...) level for (...INSERT DOCUMENT STORAGE/INFORMATION SYSTEMS/EQUIPMENT/COMSEC...) or equivalent, issued by the relevant government industrial security authority where Australia has a bilateral security arrangement in place, and shall comply with the requirements and procedures of Part 1 (Defence Industry Security Program) and Part 3 (Information Security) of the Defence Security Manual (DSM), as amended from time to time..

**Option B: For when the Contract is placed with an Australian Contractor and a Personnel Facility Clearance is required.**

- 10.9.4 The security classification of work to be performed under the Contract will be up to and including (...INSERT CLASSIFICATION...) level. The Contractor shall possess a personnel facility clearance at (...INSERT CLASSIFICATION...) level and shall comply with the requirements and procedures of Part I of the DSM, as amended from time to time.

**Option C: For when the Contract only involves RESTRICTED information and the Contractor is not in the Defence Industrial Security Program.**

- 10.9.5 The security classification of work to be performed under the Contract will be up to and including RESTRICTED level. The Contractor shall comply with the requirements of Defence industrial security policy, as set out in Part I of the DSM, as amended from time to time.
- 10.9.6 The Contractor shall classify all information in its possession relating to the performance of the Contract according to the Security Classification & Categorisation Guide in Attachment J and shall ensure that such information is safeguarded and protected according to its level of security classification.
- 10.9.7 All security classified information furnished or generated under the Contract, shall not be released to a third party, including a representative of another country, without prior written approval of the Commonwealth.

- 10.9.8 The Contractor shall promptly report to the Commonwealth any instance 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.
- 10.9.9 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 provisions of Defence industrial security policy as set out in Part I of the DSM, as amended from time to time.

**Option: For when COMSEC material is transmitted in Australia.**

- 10.9.10 All Communications Security (COMSEC) material transmitted between the parties or a party and a Subcontractor, in Australia, shall in addition to the provisions of clause 10.9 above, be subject to the special security provisions of the Australian Department of Defence publication Australian Communications Security Instruction 53, as amended from time to time.
- 10.9.11 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.

**Option: For when COMSEC material is transmitted overseas.**

- 10.9.12 All Communications Security (COMSEC) material transmitted between the parties or a party and Subcontractor located overseas, shall be subject to approval in the first instance by the Director Australian Signals Directorate (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. 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 DSD and to any bilateral security instrument between Australia and the overseas country.
- 10.9.13 If there has been a breach by the Contractor, or any of their officers, employees or agents, or Subcontractors of clause 10.9 the Defence Project Manager may give the Contractor a notice of termination for default.
- 10.9.14 The Contractor shall ensure the requirements of clause (...INSERT CLAUSE NUMBER...) are included in all subcontracts where the Subcontractor requires access to any Commonwealth place, area or facility, or to security classified information in order to perform the obligations of the Subcontract.

**10.10 Post Defence Separation Employment**

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**NOTE FOR CONTRACTORS:**

The following clause will be included where it is expected that the resultant contract will be valued at over \$5 million or valued at under \$5 million but considered to be commercially sensitive.

- 10.10.1 The Contractor shall ensure that any employee who is a former Defence employee complies with the requirements of DWRM and DI(G) PERS 25-4 as applicable.

**11 POLICY AND LAW**

**11.1 Applicable Law**

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- 11.1.1 The laws of the Australian Capital Territory 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.
- 11.1.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

**11.2 Compliance with Laws**

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- 11.2.1 The Contractor shall, in the performance of the Contract, comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out.

**11.3 Policy Requirements**

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- 11.3.1 Subject to clause 11.3.2 the Contractor shall comply with and require its officers, employees, agents and Subcontractors to comply with the following Commonwealth policies of general application relevant or applicable to the Contract, as amended from time to time:
- a. Conflict of Interest policy as detailed in Chapter 3.13 of the Defence Procurement Policy Manual, Version 6 Update 6.2 (the DPPM);
  - b. Defence Equity and Diversity policy as detailed in the Defence plain-English guide to Managing and Reporting Unacceptable Behaviour; Departmental Personnel Instruction No. 1/2001 Equity and Diversity in the Department of Defence; and Defence Instruction (General) Personnel 35-3 Management and Reporting of Unacceptable Behaviour;
  - c. Conflicts of interest and Gifts, hospitality and sponsorship policies as detailed in DI(G) PERS 25-6 and DI(G) PERS 25-7;
  - d. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM;
  - e. Freedom of Information policy as detailed in the DPPM;
  - f. Hazardous Substances policy as detailed in the DPPM;
  - g. Maximising Employment Opportunities for Aboriginal and Torres Strait Islanders policy as detailed in Chapter 3.10 the DPPM; and
  - h. Ozone Depleting Substances Policy as detailed in the DPPM.
- 11.3.2 Notwithstanding clause 1.5, where the SOW is inconsistent with a policy mentioned in clause 11.3.1, the Contractor shall comply with the SOW to the extent of the inconsistency.

**11.4 Work Health and Safety**

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- 11.4.1 The Contractor shall perform its obligations under the Contract in such a way that:
- a. Commonwealth officers (as defined in Section 247(1) of the Work Health and Safety Act 2011) are able to participate in any necessary inspections of work in progress and tests and evaluations of the Technology or the work without the Commonwealth being in breach of; and

- b. the Commonwealth is, as from Acceptance of the Technology or any Milestone, able to maintain and to make full use of the Technology for the purposes for which they are intended without being in breach of, any Work Health and Safety statutory requirements which apply to the Contract

## **11.5 Severability**

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- 11.5.1 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.

## **11.6 Privacy**

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- 11.6.1 The Contractor shall:

- a. use or disclose Personal Information obtained during the course of performing the Contract, only for the purposes of the Contract;
- b. do not do any act, or engage in any practice that would breach an Information Privacy Principle contained in section 14 of the Privacy Act 1988, which if done or engaged in by an agency, would be a breach of that Information Privacy principle;
- c. not use or disclose Personal Information, or engage in an act or practice that would breach section 16F of the Act, or an National Privacy Principle, particularly National Privacy Principles 7 through to 10 or an Approved Privacy Code, unless:
  - i. in the case of section 16F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under the Contract; or
  - ii. in the case of an National Privacy Principle or an Approved Privacy Code, if the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under the Contract, and the activity or practice is inconsistent with the National Privacy Principle or Approved Privacy Code;
- d. notify individuals whose Personal Information is held by the Contractor or Subcontractor, as the case may be, of the complaints mechanism outlined in the Act that may apply to the Contractor;
- e. disclose in writing to any person who asks, the content of the provisions of the Contract (if any) that are inconsistent with a National Privacy Principle or an Approved Privacy Code binding a party to the Contract;
- f. carry out and discharge the obligations contained in the Information Privacy Principles as if it were an agency under the Act; and
- g. ensure that any officer, employee or agent of the Contractor who is required to deal with Personal Information for the purposes of the Contract, is made aware of the obligations of the Contractor as set out in this clause 11.6.

- 11.6.2 The Contractor shall promptly notify the Commonwealth Representative if the Contractor:

- a. becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, clause 11.6, whether by the Contractor or a Subcontractor;
- b. becomes aware that a disclosure of Personal Information may be required by law; or

- c. receives a request or inquiry from the Privacy Commissioner, or by any individual to whom any Personal Information held by the Contractor or Subcontractors relates, in respect of Personal Information.

11.6.3 The Contractor shall ensure that all Subcontracts entered into for the purposes of fulfilling its obligations under the Contract contains provisions to ensure that each Subcontractor has the same awareness and obligations as the Contractor has under clause 6, including the requirement in relation to Subcontracts.

## **12 DISPUTES AND TERMINATION**

### **12.1 Resolution of Disputes**

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12.1.1 A party to this Contract shall not commence court proceedings relating to any dispute arising from the Contract except where that party seeks urgent relief from a court or where dispute resolution has failed under clause 12.1 Where a party fails to comply with clause 12.1 the other party is not required to undertake dispute resolution for the dispute in accordance with clause 12.1.

12.1.2 If a dispute arising between the Commonwealth and the Contractor cannot be settled by negotiation within 90 (ninety) days, the Parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.

12.1.3 Unless otherwise directed by the Defence Project Manager, the Contractor shall at all times during the dispute proceed to fulfil its obligations under the Contract.

### **12.2 Contractor Default**

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12.2.1 The Commonwealth may, in addition to any other right or remedy it may have, by notice in writing to the Contractor, immediately terminate the Contract or reduce the scope of the Contract in the event that the Contractor:

- a. suffers an Insolvency Event;
- b. fails to obtain or ceases to hold any relevant licence, approval, authorisation or consent required to enable it to comply with its obligations under the Contract, except to the extent that the failure or cessation was outside of the Contractor's reasonable control;
- c. commits any breach of the clauses 4.3, 5, 9, 10.4 to 10.9, or 11.2 to 11.4 (...INSERT OTHERS...) of the Contract;
- d. assigns its rights other than in accordance with the requirements of the Contract;  
or
- e. fails to:
  - i. commence work under the Contract within 14 days of the Effective Date;
  - ii. take action to remedy a default by the Contractor of another obligation to be performed or observed under the Contract within 14 days of being given notice in writing by the Defence Project Manager to do so or, where action is commenced or taken within 14 days, the Contractor fails to remedy the default within the period specified in the notice; or
  - iii. progress at a rate to facilitate the due and proper completion of the Contract within the time frames specified in the Contract, including but

not limited to failing to fully complete any Milestone by the relevant Milestone Date.

- 12.2.2 Upon receipt of a notice under clause 12.2.1, the Contractor must:
- a. immediately cease or reduce work under this Contract in accordance with the notice;
  - b. deliver the Technical Data for any Technology produced prior to the date of the notice within 30 days after receipt of the notice or other period notified by the Defence Project Manager; and
  - c. immediately return all Commonwealth property including IP and GFM in the case of a termination and in the case of a reduction in scope to the extent such Commonwealth property including IP and GFM that is no longer required to perform any continuing obligations under the Contract.
- 12.2.3 Subject to the process set out in clause 12.3, the Commonwealth's rights to recover damages, including full contractual damages, shall not be affected by an exercise of its rights under this clause.

### **12.3 Termination or Reduction in Scope**

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- 12.3.1 The Commonwealth may at any time review the progress of the Contract. Where the Commonwealth forms the view that the Contract is not progressing satisfactorily, the Commonwealth shall provide written notice to the Contractor, setting out the basis upon which the Commonwealth has formed that view. The Contractor may, within 14 days of receiving the notice from the Commonwealth, provide to the Commonwealth a written response to the issue raised in the Commonwealth's notice. Following the Commonwealth's review of the said response or, in the event a response is not submitted, the Commonwealth may, in its absolute discretion, terminate the Contract or reduce the scope of the Contract by notifying the Contractor in writing.
- 12.3.2 The Commonwealth reserves the right to at any time review the Commonwealth's GFM obligations. Where the Commonwealth forms the view that the Commonwealth will be unable to deliver or provide access to GFM in accordance with 'the date of delivery or access' as specified in Attachment D:
- a. It will not be a breach of Contract;
  - b. the Commonwealth shall provide a written notice to the Contractor, advising of the Commonwealth's inability to provide the GFM;
  - c. the Contractor may, within 14 days of receiving the notice provided in accordance with (a) above, provide to the Commonwealth a written response setting out its views and proposing alternative solutions (if any);
  - d. if the Commonwealth receives a response from the Contractor in accordance with (b) above, it shall consider the Contractor's response and:
    - i. if a proposed alternative solution is considered acceptable to the Commonwealth, the Commonwealth may enter into negotiations with the Contractor in order to adopt that solution through a Contract Change Proposal;
    - ii. if a proposed alternative solution is considered unacceptable to the Commonwealth, the Commonwealth may, in its absolute discretion, terminate or reduce the scope of or otherwise amend the Contract by notifying the Contractor in writing.



- e. if the Commonwealth does not receive a response from the Contractor it may, in its absolute discretion, terminate or reduce the scope of the Contract by notifying the Contractor in writing.
- 12.3.3 Where the Commonwealth issues a notice under clause 12.3.1 and 12.3.2, the Contractor shall:
- a. stop work in accordance with the notice;
  - b. where the notice reduces the scope of the Contract, proceed to perform its other obligations in accordance with the Contract;
  - c. comply with any directions given to the Contractor by the Commonwealth; and
  - d. 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.
- 12.3.4 The Commonwealth shall only be liable for payments under the payment provisions of the Contract for work properly conducted in accordance with this Contract before the date nominated in the notice for the termination or reduction as the case may be, where the Contractor substantiates these amounts to the satisfaction of the Defence Project Manager.
- 12.3.5 The Contractor shall not be entitled to profit anticipated on any part of the Contract terminated.
- 12.3.6 The Contractor, in each Subcontract, shall secure the right of termination and provisions for compensation functionally equivalent to that of the Commonwealth under clause 12.3.
- 12.3.7 Right of Commonwealth to Recover Money
- 12.3.8 Without limiting the Commonwealth's rights under the Contract, where the Contractor owes any debt to the Commonwealth in relation to the Contract, the Commonwealth may at its discretion exercise one or both of the following:
- a. deduct the amount of the debt from any other payment due to the Contractor under this Contract; or
  - b. provide the Contractor with written notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days of receipt of notice.
- 12.3.9 If the amount of any debt owed by the Contractor is not fully recovered by the Commonwealth under clause 12.4.1, the Commonwealth may exercise any or all of its rights in respect of any security provided under the Contract.
- 12.3.10 Where the Commonwealth deducts the amount of a debt from any payment or security, it shall advise the Contractor in writing that it has done so.
- 12.3.11 Where 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 Department of Finance and Administration sourced overdraft rate current at the date the payment was due for each day the payment is late.
- 12.3.12 Nothing in clause 12.4 shall affect the right of the Commonwealth to recover from the Contractor the whole of any debt owed by the Contractor, or any balance that remains owing after deduction.

**12.4 Survivorship**

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12.4.1 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, including Commercial-in-Confidence Information, Intellectual Property, Right of the Commonwealth to Recover Money, Defence Security and any warranties, guarantees, licences, indemnities or financial and performance securities given under the Contract.

**13 PUBLICITY**

**13.1 Public Statements**

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13.1.1 Except as is necessary to meet mandatory disclosure requirements of any stock exchange or regulatory authority, the Contractor shall not (and will ensure that its respective employees, officers, agents or Subcontractors do not) make any press release, or public statement concerning this Contract except at the sole absolute discretion of the Commonwealth, and with the prior written consent, of the Commonwealth.

13.1.2 The Contractor shall not release any advertising or promotional material, which uses photographs or other illustrations of Defence symbols, personnel or premises, or which states or implies any Defence or Commonwealth endorsement of its goods and/or services without the prior written approval of the Commonwealth, which approval may be arbitrarily withheld.

**IN WITNESS WHEREOF** the Parties have executed this Contract on the date first above written.

Signed for and on behalf of  
the COMMONWEALTH OF AUSTRALIA  
(ABN 68 706 814 312)

by:

.....  
(...INSERT NAME AND TITLE...)

in the presence of:

.....  
(...INSERT NAME AND TITLE...)

Signed for and on behalf of

(...INSERT CONTRACTOR'S NAME...)

(ABN XX XXX XXX XXX)

by:

.....

(...INSERT NAME AND TITLE...)

in the presence of:

.....  
(...INSERT NAME AND TITLE...)

**ATTACHMENT A - STATEMENT OF WORK**

**1 SCOPE**

**1.1 Purpose**

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1.1.1 The purpose of this SOW is to communicate to the Contractor the Commonwealth's requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between the Commonwealth and the Contractor.

**1.2 Background**

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1.2.1 (...INSERT BACKGROUND TO THE CTD PROJECT...)

1.2.2 (...INSERT OVERVIEW TO THE CTD PROJECT – Objectives and aims...)

1.2.3 The deliverables (Technology) at the completion of the CTD will be: (...INSERT VARIABLES...)

**1.3 CTD Execution**

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1.3.1 The CTD Project phases will be as follows:

- a. (...EXAMPLE: DESIGN AND DEVELOPMENT PHASE...),
- b. (...EXAMPLE: SYSTEM INTEGRATION AND TEST PHASE...),
- c. (...EXAMPLE: SYSTEM DEMONSTRATION PHASE...), and
- d. (...EXAMPLE: CLOSURE PHASE...)

1.3.2 The activities to be performed in each of these phases are defined in Sections 5, 6, 7 and 8

**2 GENERAL REQUIREMENTS**

**2.1 Roles and Responsibilities**

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**2.1.1 Contractor**

- a. The Contractor shall be responsible for the development and delivery of the Technology specified by this SOW.
- b. [Optional] Design approval will be the responsibility of the Contractor as the design authority. The Contractor shall be responsible for informing the Defence Project Manager of all significant design changes even though they may not directly affect the Project outcomes or Technology. The Defence Project Manager may provide advice and guidance to the design direction where this does not conflict with the contracted Technology, scope of work and/or process. This advice does not need to be accepted by the Contractor.
- c. The Contractor's system engineering efforts shall aim at a technology realisation and implementation that meets the performances specified in the Target Performance Measures at Annex A.

**2.1.2 Commonwealth**

- a. Commonwealth will provide technical support in the following Contractor lead activities:  

(...LIST ACTIVITIES...)
- b. Commonwealth will undertake with support from the Contractor the following activities:  

(...LIST ACTIVITIES...)
- c. The Contractor shall not take Commonwealth advice as contractual direction and such Commonwealth advice is not binding and does not limit the Commonwealth's rights in connection with the Contract.

## **2.2 Delivery of Technology (Optional)**

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- 2.2.1 The Contractor shall ensure that all Technology is packaged and marked for delivery such that the delivered items comply with appropriate package marking, consignment documentation and documentation language standards as may be necessary to meet the requirements of the Contract.
- 2.2.2 The Contractor shall ensure that secure and legible documentation is affixed to the outside of each package for delivery, with duplicate copies inside at the top of each package, which includes the following information:
  - a. the relevant project identifier (project name and number);
  - b. the relevant Commonwealth contract number;
  - c. the item name;
  - d. the item quantity;
  - e. the name of the supply source;
  - f. the consignment delivery point; and
  - g. the date of dispatch.
- 2.2.3 Deliverable Data Items
- 2.2.4 Development and Submission of Data Items
  - a. The Contractor shall produce, update and deliver all data items to the Commonwealth in accordance with the Contract Data Requirements List (CDRL) at Annex B of this SOW and this clause 2.2.
- 2.2.5 Data Item Acceptance
  - a. Where the SOW or the CDRL provides that a data item is to be submitted for Acceptance, the Contractor shall:
    - i. deliver the data item for Acceptance in accordance with clause 7.2 of the Contract; or
    - ii. in the event that Acceptance of the data item necessitates a change to the Contract, deliver the data item instead as part of a CCP in accordance with clause 10.1 of the Contract.

2.2.6 Data Item Updates

- a. The Contractor shall maintain the accuracy, completeness and currency of all data items delivered under the Contract in accordance with the CDRL.
- b. Where, pursuant to this clause 2.2.6, changes to any data item become necessary, the Contractor shall submit a proposed amendment to the data item to the Commonwealth.
- c. A proposed amendment to any data item shall be subject to the same Acceptance processes specified in this clause 2.2 to the extent of the effect of the proposed amendment.
- d. Until a proposed amendment to an Accepted data item is Accepted, the original data item shall remain in effect.

**3 PROJECT MANAGEMENT**

**3.1 Project Planning**

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3.1.1 Project Management Plan

- a. The Contractor shall develop and deliver for Acceptance by the Commonwealth a Project Management Plan (PMP) or equivalent document which details the managerial and technical processes to be used during the Project for:
  - i. Planning;
  - ii. Assessing; and
  - iii. Controlling.
- b. The PMP shall also specify all tasks listed in the SOW and timing for completion, including associated Milestones.
- c. The Data Item Description (DID) DID-PMP may be used for guidance regarding the format and content of the PMP.
- d. The Contractor shall manage the Project in accordance with the PMP.

3.1.2 Contract Master Schedule

- a. The Contractor shall develop, deliver and update the Contract Master Schedule (CMS), at Annex C to this SOW.
- b. The Contractor shall use the Accepted CMS as the primary schedule for managing the Contract.
- c. The CMS will be updated and included in the Project Status Reports.

**3.2 Project Monitoring and Control**

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- 3.2.1 The Project Management Committee shall meet every two (2) months with 'in-person' meetings being held at least every [3] months, at the Contractor's facility, or as otherwise as mutually agreed between the Defence Project Manager and the Contractor's Representative. The Chair will provide a minimum of 14 days notice of any meeting of the Project Management Committee.

- 3.2.2 A quorum of the Project Management Committee will be two, comprising at least the Defence Project Manager and the Contractor's Representative.
- 3.2.3 The Project Management Committee may from time to time invite other people to attend meetings. Meetings may occur by electronic means, provided all attendees are able to hear and be heard by all other attendees for the duration of the meeting.
- 3.2.4 Progress Reporting
- a. The Contractor shall prepare and deliver a Project Status Report (PSR) one week prior to each Project Management Committee meeting, in accordance with DID-PSR.
  - b. If the Commonwealth notifies the Contractor on the basis of any PSR that the Contractor has failed to maintain satisfactory progress under the Contract, the Contractor shall advise the Commonwealth of the measures proposed to re-establish Contract progress and shall reflect the results of such measures in subsequent PSRs.
  - c. Prior to each Project Management Committee meeting the Contractor shall deliver the agenda for the meeting, 5 Working Days in advance of the meeting in accordance with CTD-06 (DID Agenda).
  - d. Following each Project Management Committee meeting the Contractor shall deliver the minutes of that meeting in accordance with DID-MINUTES.
- 3.2.5 Subcontractor Status Reporting
- a. The Contractor shall ensure that the Approved Subcontractors prepare and deliver Subcontract status reports to the Contractor at the same intervals that the Contractor reports to the Defence Project Manager.
  - b. The Contractor shall include the status report(s) from Approved Subcontractors as a component of the PSR.

### **3.3 Risk Management**

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- 3.3.1 Risk management will be a formal agenda item at the Project Management Committee meetings and during formal Project Reviews.
- 3.3.2 If requested by the Defence Project Manager at any time, the Contractor shall prepare and maintain a Risk Management Plan that identifies, and contains appropriate mitigation strategies or, all risks relevant to the Contract.
- 3.3.3 Prior to delivery of each PSR (CTD-04), the Contractor shall review the risks and mitigations and prepare a proposed update to the Risk Management Plan (if any).

### **3.4 Intellectual Property**

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- 3.4.1 The Contractor should progressively identify Foreground IP in the Project Status Reports.
- 3.4.2 The Contractor shall undertake an IP audit prior to the demonstration activities. The Contractor shall ensure that the CTD Final Report (CTD-19) includes identification of all Foreground IP and a confirmation that all Background IP and Third Party IP is included in the IP Plan.

## **4 SYSTEMS ENGINEERING MANAGEMENT**

### **4.1 Engineering Organisation and Plan**

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- 4.1.1 The Contractor shall implement an on-going planning process: assess and report on the status of the technical implementation; and control the technical activities using processes that are appropriate to the Project.
- 4.1.2 The Contractor shall document these planning, assessing, and controlling processes in the Project Management Plan (PMP) or other appropriate document, such as a System Engineering Management Plan (SEMP).
- 4.1.3 **[Optional]** The Contractor shall ensure that all work is conducted in accordance with the requirements of the Technical Regulation of Army Materiel Manual (TRAMM) found at <http://www.defence.gov.au/army/PUBS/Tramm/TRAMM.pdf>, (or RAAF/RAN specific reference) as it applies to the evaluation of prototypes.

### **4.2 Engineering Schedule**

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- 4.2.1 The Contractor shall identify and detail key events, related tasks, and relevant entry and exit completion criteria, in the PMP.
- 4.2.2 The key events shall be consistent with the Milestones and may include, but not be limited to:
- a. Requirements Analysis and Definition;
  - b. Preliminary Design Review;
  - c. Critical Design Review;
  - d. Manufacture of Demonstrator Units;
  - e. Demonstration Program; and
  - f. Demonstration Review and Reporting.

### **4.3 Conduct of Project Reviews**

---

- 4.3.1 Project Reviews will be held as agreed between the Defence Project Manager and the Contractor. These reviews will cover the whole Project and include both management and engineering detail.
- 4.3.2 The Contractor shall conduct the following formal Project Reviews during the course of the Project:
- a. (Example: Requirement Review, End of Phase 1),
  - b. (Example: Preliminary Design Review, end of Phase 2),
  - c. (Example: Critical Design Review, prior to Demonstration), and
  - d. (Example: Demonstration Readiness Review, at completion).
- 4.3.3 Prior to each Project Review, the Contractor shall deliver the agenda for that review, in accordance with DID-AGENDA.



- 4.3.4 Prior to each Project Review, the Contractor shall deliver the Project Review Package for that review, in accordance with DID-RVW-PACKAGE.
- 4.3.5 The Contractor and the Commonwealth shall co-chair each Project Review.
- 4.3.6 Following each Project Review, the Contractor shall deliver minutes of that Project Review, in accordance with DID-MINUTES.
- 4.3.7 The Contractor shall report on the status of corrective actions in the Project Progress Reports or at the next Project Review, as applicable.
- 4.3.8 The Contractor shall provide the Commonwealth visibility of the outcomes of any internally-conducted reviews.

#### **4.4 Target Performance Measures**

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- 4.4.1 Target Performance Measures (TPM) are agreed between the Contractor and the Commonwealth to provide guidance to the engineering development of the Project and an indication of the likely operational expectations of the system under development. TPMs are not mandated specifications for the Technology. TPMs are specified at Annex A.
- 4.4.2 At each Project Review, the Contractor shall report on actual progress or performance of the Technology against the TPMs. For the purposes of clause 12.3.1 of the Contract, performance against the TPMs will be considered, inter alia, by the Commonwealth when assessing whether progress in the performance of the Contract has been satisfactory.

#### **4.5 Demonstration Planning**

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- 4.5.1 The Contractor shall develop a Demonstration Management Plan (DMP) which will define the demonstrations that will be undertaken during the CTD. DID-DMP may be used as guidance for the content to be included.
- 4.5.2 The Contractor shall develop Detailed Demonstration Instructions (DDI) to communicate the resourcing requirements, responsibilities and scripting of the Field Trials and Demonstrations. These instructions shall include a risk assessment, based on tailored (TRAMM or RAAF/RAN reference) requirements, to address risks within the context of the demonstration activities.
- 4.5.3 The Contractor shall conduct all demonstration activities for the Contract in accordance with the documented demonstration regime.

### **5 DESIGN AND DEVELOPMENT PHASE**

#### **5.1 Activities to be undertaken during this Phase**

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- 5.1.1 (...INSERT DESCRIPTIONS OF ACTIVITIES TO BE UNDERTAKEN DURING THIS PHASE...)

#### **5.2 Deliverables to be provided during this Phase**

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- 5.2.1 (...INSERT DESCRIPTIONS OF DELIVERABLES TO BE UNDERTAKEN DURING THIS PHASE...)

**6 SYSTEMS INTEGRATION AND TEST PHASE**

**6.1 Activities to be undertaken during this Phase**

---

6.1.1. (...INSERT DESCRIPTIONS OF ACTIVITIES TO BE UNDERTAKEN DURING THIS PHASE...)

**6.2 Deliverables to be provided during this Phase**

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6.2.1. (...INSERT DESCRIPTIONS OF DELIVERABLES TO BE UNDERTAKEN DURING THIS PHASE...)

**7 DEMONSTRATION PHASE**

**7.1 Activities to be undertaken during this Phase**

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7.1.1. (...INSERT DESCRIPTIONS OF ACTIVITIES TO BE UNDERTAKEN DURING THIS PHASE...)

**7.2 Deliverables to be provided during this Phase**

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7.2.1. (...INSERT DESCRIPTIONS OF DELIVERABLES TO BE UNDERTAKEN DURING THIS PHASE...)

**8 CLOSURE PHASE**

**8.1 Activities to be undertaken during this Phase**

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8.1.1 The CTD Final Report (CTD-19) will be prepared. As a minimum, the Final Report will include:

- a. the results of the demonstration including by reference to the TPMs;
- b. the Contractor's analysis and assessment of those results; and
- c. lessons learned and opportunities for further improvement.

8.1.2 A 'Presentation Pack' will be prepared, that will be structured as follows:

- a. describes the purpose and scope of the Project;
- b. describes the results of the demonstration including by reference to the TPMs;
- c. duration of no more than 15 minutes;
- d. able to be presented by a third party, to senior personnel.

**8.2 Deliverables to be provided during this Phase**

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8.2.1 The following deliverables will be provided in this Phase:

- a. Final Report (CTD-19); and
- b. Presentation Pack.

**9 CONFIGURATION MANAGEMENT**

**9.1 Configuration Management Plan**

---

- 9.1.1 The Contractor shall implement a configuration management regime using processes that are appropriate to the Project and approved by the Defence Project Manager.
- 9.1.2 The Contractor shall document these configuration management processes in the Project Management Plan.

**10 QUALITY MANAGEMENT**

**10.1 Quality Management Plan**

---

- 10.1.1 The Contractor shall implement a quality management regime using processes that are appropriate to the Project and approved by the Defence Project Manager.
- 10.1.2 The Contractor shall document these quality management processes in the Project Management Plan.
- 10.1.3 Where software and firmware design or development is required, the quality management system shall be structured to control software development through the application of suitable guidelines as agreed by the Commonwealth.
- 10.1.4 The Contractor shall ensure that all Subcontractors have quality management systems which are appropriate to the work required under the Subcontract.

**ANNEX A TO ATTACHMENT A**

**TARGET PERFORMANCE MEASURES**

**1 INTRODUCTION**

**1.1 Background**

---

1.1.1 (...INSERT BACKGROUND...)

**1.2 General**

---

1.2.1 (...INSERT GENERAL DESCRIPTION OF THE TECHNOLOGY...)

**1.3 Merit**

---

1.3.1 The Commonwealth has seen merit in the proposal in the context of the Capability and Technology Demonstrator Program. (...INSERT DETAILS...)

**1.4 Purpose**

---

1.4.1 This document details the Target Performance Measures which identify key areas of functionality expected of the Technology and ascribes target performance levels for these functions. These will be used to guide the design of the Demonstrator and conduct of the demonstration(s).

**1.5 Scope**

---

1.5.1 The scope of this document is limited to the performance of key functions relevant to the Project. It does not address other areas of functionality that would be considered for a deployable capability, nor does it address factors such as operational and physical requirements, Integrated Logistics Support, Reliability, Availability, and Maintainability.

**2 PERFORMANCE MEASURES**

**2.1 System Description**

---

2.1.1 (...INSERT DESCRIPTION OF THE TECHNOLOGY – COMPONENTS AND INTERFACES...)

**2.2 System**

---

2.2.1 (...INSERT PERFORMANCE MEASURES (including threshold and aspirational levels where appropriate...))

2.2.2 INSERT AN EXAMPLE OF A TPM TO ASSIST CONTRACTOR...)

- a. e.g. 1 (quantitative) The vehicle should achieve a fuel economy of 5 litres per 100 km or better (threshold) and ideally achieves a fuel economy of 3.5 litres per 100 km or better (aspirational)
- b. e.g. 2 (comparative) The machine should be able to be complete a wash, rinse and spin cycle in less time than an existing in-service system of equivalent capacity (threshold) and ideally complete in 50% of the time or better (aspirational).

**ANNEX B TO ATTACHMENT A**

**CONTRACT DATA REQUIREMENTS LIST**

**1 PURPOSE**

**1.1 General**

---

1.1.1 This Annex outlines the relationship between data items, Data Item Descriptions and the Contract Data Requirements List (CDRL). The Annex also sets out the processes and procedures for preparation, delivery, management and maintenance of data items by the Contractor, and Acceptance by the Defence Project Manager.

1.1.2 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 delivery schedule, quantity, document type, action period, delivery location(s) and through reference to the associated Data Item Description (DID), the title, purpose, format and content requirements for each data item.

**2 MANAGEMENT OF DATA ITEMS**

**2.1 General**

---

2.1.1 The Contractor shall implement configuration management procedures for each data item (including reissues or amendments) to ensure that the version or issue (as appropriate) and amendment status of each data item is identified and controlled.

**3 EXPLANATION OF THE CDRL**

**3.1 General**

---

3.1.1 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.
- 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 where the data item and or the corresponding Data Item Description (DID) is identified. There may be multiple references to the data item and or DID in the SOW but generally only the first (or one) reference is shown in the CDRL.
- 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 (i.e., draft, final).
- f. Delivery Schedule: This field specifies the date(s) and/or events by which the data item is required to be delivered. Following are some of the abbreviations and symbols used with this column:
  - i. "ED" means Effective Date;

- 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.
- g. Quantity: This field specifies the number of hard (H) and soft (S) copies to be delivered to the associated delivery location(s).
- h. Delivery Location: This field shows the short title of the Commonwealth official(s) to whom the data item is to be delivered. Clause 4 of this Annex shows the full delivery addresses.
- i. Data Item Description Identifier: 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.
- k. Commonwealth Action Required: This field indicates the purpose for which the data item is being submitted to the Commonwealth.
- l. Maintenance: This field specifies 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 or be reissued. The following abbreviations and codes are applicable to this column:
- i. xM – updates to be delivered every x calendar months;
  - ii. R – updates to be delivered at each major System Review;
  - iii. NA – not applicable.
- m. Comments: Where necessary, additional comments and explanatory information relating to a CDRL data item are provided in this column.

#### **4 DELIVERY ADDRESSES**

4.1.1 For the purposes of delivery of data items, the addresses of delivery points are:

- a. Defence Project Manager, as per Contract clause 2.7.1.

#### **5 GENERAL REQUIREMENTS FOR DATA ITEMS**

##### **5.1 Data Item Media**

---

5.1.2 Subject to clause 5.3 and unless otherwise specified in a DID:

- a. all electronic copies (referred to as soft (S) copy in the CDRL) of data items shall be prepared and delivered in Microsoft Office file formats on CD-ROM with margins consistent with International A4 size paper; and

- b. all hard copies (referred to as hard (H) in the CDRL) of data items shall be prepared and delivered on International A4 size paper.

---

## **5.2 Format Instructions**

---

- 5.2.1 Subject to clause 5.3 the format instructions contained in this clause 5.2 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 Defence Project Manager.
- 5.2.2 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.
- 5.2.3 When a data item is delivered in the form of a document it shall contain a table of contents.
- 5.2.4 Where the body of the document is less than five pages in length, the table of contents may be omitted.
- 5.2.5 When data is delivered in the form of a document, each page shall contain a unique page number and preferably display the document number, version, volume, and date of issue, as applicable.
- 5.2.6 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 side bar in the margin of the data item to aid review.
- 5.2.7 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.

---

## **5.3 Content Instructions**

---

- 5.3.1 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 but must include cross-reference to that data item in the other data items.
- 5.3.2 The Contractor shall ensure that all data items provided to the Commonwealth are written in grammatically correct English.

**5.4 Use of Existing Data**

---

- 5.4.1 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 Defence Project Manager approval to submit the existing data.

**5.5 Provision of Test Data**

---

- 5.5.1 Data collected during the demonstrations will be provided in electronic form as part of the CTD Report. The format of the data recording will be agreed with the Defence Project Manager.



**Contract No: 2014-X**  
**DRAFT FOR DISCUSSION PURPOSES ONLY**  
**NO OFFER TO BIND PARTIES**

**CONTRACT DATA REQUIREMENTS LIST**

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	Approved at Effective Date?	Maintenance	Comments
a	b	c	d	e	f	g	h	i	j	k		l	m
Project Management (MGT)													
CTD-01	Project Management Plan	3.1.1	A	Initial	Effective Date+ xx	1S	DPM	DID-PMP	10 days	Review	No	N/A	
			B	Final	Effective Date+ xx	1S	DPM		10 days	Review			
CTD-02	Contract Master Schedule	3.1.2	A	Final	Effective Date+ xx	1S	DPM	DID-CMS	10 days	Review	No		
			B	Updates	Review -10	1S	DPM		10 days	Review			
CTD-04	Project Status Report	3.2.4		Final	Project Management Committee meeting - 5	1S	DPM	DID-PSR	10 days	Review		N/A	
CTD-05	Project Review Package	4.3.4		Final	Review - 5	1S	DPM	DID-RVW-PACKAGE	10 days	Review		N/A	
CTD-06	Review Meeting Agenda	4.3.3		Final	Meeting Date - 5	1S	DPM	DID-AGENDA	10 days	Review		N/A	
CTD-07	Meeting Minutes	4.3.6		Final	Meeting Date + 5	1S	DPM	DID-MINUTES	10 days	Approval	No		
CTD-08	Demonstration Plan	4.5		Draft	Effective Date+ xx	1S	DPM	DID-DMP	10 days	Review			
				Final	Effective Date+ xx	1S	DPM		10 days	Review		N/A	
Systems Engineering													
CTD-11	System Specification		A	Draft	Effective Date+ xx	1S	DPM	DID-SS	10 days	Review	No	R	
			B	Final	Part of Project Review Package for Preliminary Design Review	1S	DPM		10 days	Review			
CTD-14	Safety Hazard		A	Draft	Effective Date+ xx	1S	DPM	DID-SHAR	10 days	Review	No	R	

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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	Approved at Effective Date?	Maintenance	Comments
a	b	c	d	e	f	g	h	i	j	k		l	m
	Analysis Report		B	Final	Part of Project Review Package for Demo Readiness Review	1S	DPM		10 days	Review			
CTD-15	Design Documentation		A	Draft	Part of Project Review Package for Preliminary Design Review	1S	DPM	DID-DD	10 days	Review	No	R	
			B	Final	Part of Project Review Package for Critical Design Review	1S	DPM		10 days	Review			
CTD-16	Design Studies Reports		A	Final	Effective Date+ xx	1S	DPM	DID-DSR	10 days	Review	No	R	
			B	Updates	Part of Project Review Package for Preliminary Design Review	1S	DPM		10 days	Review			
CTD-17	Engineering Drawings		A	Draft	Part of Project Review Package for Critical Design Review	1S	DPM	DID-ENG-DWS	10 days	Review	No	R	
			B	Final	Part of Project Review Package for Closure review	1S	DPM		10 days	Review			
CTD-18	Software – Source Code		A	Final	Part of Project Review Package for Closure review	1S	DPM	DID-SSC	10 days	Review			
CTD-19	CTD Final Report (including Demonstration Data)			Final	Demonstration + xx	1S	DPM	DID-DR	10 days	Review	No	N/A	

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**NOTE FOR CONTRACTORS:**

DIDS 11-19 retained or deleted as appropriate.

**DATA ITEM DESCRIPTION**

- 1 DID IDENTIFIER: CTD-01**
- 2 DID NAME: DID-PMP**
- 3 TITLE: PROJECT MANAGEMENT PLAN**
- 4 DESCRIPTION AND INTENDED USE:**

**4.1 General**

---

- 4.1.1 The Project Management Plan (PMP) provides an overview of the different project processes and how they fit together to form a totally integrated management system for the project. As an analogy it should be like the key map at the front of a street directory. It should provide an overview and show how all of the detailed processes (maps) fit together.
- 4.1.2 The Contractor uses the PMP, including or supplemented by subordinate plans, to provide direction and guidance to the Contractor's management team responsible for conduct of the work.
- 4.1.3 The Commonwealth uses the PMP to:
- a. Gain visibility into the Contractor's planning;
  - b. Understand and evaluate the Contractor's approach to managing the project; and
  - c. Provide input into the Commonwealth's planning.

**5 INTER-RELATIONSHIPS**

**5.1 General**

---

- 5.1.1 The PMP is the primary plan for the Contract. All other plans related to the Contract fit beneath the umbrella of the PMP.

**6 APPLICABLE DOCUMENTS**

**6.1 General**

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- 6.1.1 Defence Security Manual

**7 PREPARATION INSTRUCTIONS**

**7.1 Generic Format and Content**

---

- 7.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements For Data Items".

## **7.2 Specific Content**

---

### **7.2.1 General**

- 7.2.1.1 The PMP shall provide sufficient information to allow the reader to understand how the project will be managed. Any document, procedure or standard referenced should readily be available to the Project Authority.
- 7.2.1.2 The PMP shall be the master planning document, integrating, summarising and referencing other project plans and schedules required in this DID and elsewhere in the Contract.
- 7.2.1.3 The following paragraphs outline the framework of the PMP. This framework should not limit the Contractor in developing the PMP, which must reflect the way in which the Contractor wishes to manage the project during the Contract.
- 7.2.1.4 The PMP 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.

### **7.2.2 Project Objectives**

- 7.2.2.2 The PMP shall describe the objectives related to success of the project overall, with particular emphasis on the Demonstration.

### **7.2.3 System Overview**

- 7.2.3.1 The PMP shall:
- a. give a brief overview of the system being developed and its purpose;
  - b. clearly state the capability expected to be demonstrated;
  - c. identify the key functions of the system;
  - d. identify major subsystems;
  - e. show the context of this system within the next higher-level system, if applicable; and
  - f. identify major interfaces.

### **7.2.4 Project Scope**

- 7.2.4.1 The PMP shall clearly identify:
- a. the scope of work undertaken for this project, including the scope undertaken by the Contractor and Approved Subcontractors; and
  - b. areas that are not within scope, if there is a possibility of the reader misinterpreting the scope (interfaces with other projects or systems are typical areas that may be misinterpreted).

### **7.2.5 Project Organisation**

- 7.2.5.1 The PMP shall describe the organisational structure responsible for managing and performing the scope of work under the contract. Content should include:
- a. the Contractor's company organisation structure;

- b. the Contractor's project management organisation;
- c. the Contractor's contractual relationship with Approved Subcontractors for the purpose of the project;
- d. each Approved Subcontractor's organisational and project structure to the extent applicable to the project;
- e. the identification of Key Staff Positions within the Contractor's and Approved Subcontractor's organisations;
- f. the definition of the person/position specifications, or responsibilities and authorities for each Key Staff Position within the project team organisation and the skill sets needed to fill that position (eg SEM with 10 years experience in managing large, complex, software-intensive projects); and
- g. the identification of relevant background skills and experience of each Key Person.

#### **7.2.6 Structure of Contractor Plans**

- 7.2.6.1 The PMP shall contain a structured, indented list of the plans to be used by the Contractor in the execution of the Contract, showing the hierarchical relationship of the plans.

#### **7.2.7 Contract Work Breakdown Structure (CWBS)**

- 7.2.7.1 The PMP shall contain the CWBS as an indented list to level 3.

#### **7.2.8 Contract Master Schedule**

- 7.2.8.1 The PMP shall contain an overview of the Contract Master Schedule (CMS), including the critical path, to the same level of detail as required for the CWBS in clause 7.2.7 of this DID.

#### **7.2.9 Engineering Program**

- 7.2.9.1 The PMP shall contain an overview of the project engineering program, referring to the detailed engineering plans as appropriate.

#### **7.2.10 Configuration Management**

- 7.2.10.1 The PMP shall contain an overview of the Configuration Management arrangements for the Contract, referring to a Configuration Management Plan (CMP) as appropriate.

#### **7.2.11 Project Risk Management**

- 7.2.11.1 The PMP shall contain an overview of the Risk Management processes, tools and Risk Register to be used by the Contractor.

#### **7.2.12 Subcontract Management**

- 7.2.12.1 The PMP shall provide an overview describing how the Contractor intends to manage Subcontractors, including communications, meetings and reviews.

#### **7.2.13 Security Management**

- 7.2.13.1 The PMP shall include an overview of the processes implemented by the Contractor to satisfy the requirements of 'The Defence Security Manual' and shall refer to any separate Security Management Plan if such a plan exists.

**7.2.14 Project Communications Management**

7.2.14.1 The PMP shall define the processes and information flows associated with project communications including, where applicable, any data delivery systems applied to the project.

**7.2.15 Meetings**

7.2.15.1 The PMP shall detail the type, normal frequency and subject coverage of the various routine project-related meetings.

**7.2.16 Commonwealth Resources**

7.2.16.1 The PMP shall describe the Contractor's expectations with respect to Commonwealth resources to enable the Contractor to meet its obligations under the Contract, including an indication of types, quantities and time scales, and where these requirements will be detailed.

7.2.16.1 The PMP shall detail arrangements for the collocation of any Resident Project Personnel (RPP) at the Contractor's premises, as required by the Contract.

**7.2.17 Government Furnished Material**

7.2.17.1 The PMP shall describe the Contractor's arrangements for the receipt, custody, storage, care, maintenance and use of any Government Furnished Material (GFM) provided to the Contractor under the Contract.

**DATA ITEM DESCRIPTION**

- 1 DID IDENTIFIER: CTD-02**
- 2 DID NAME: DID-CMS**
- 3 TITLE: CONTRACT MASTER SCHEDULE (CMS)**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

---

- 4.1.1 The Contract Master Schedule (CMS) describes the Contractor's planned sequence of activities, milestones and decision points to enable the objectives of the Contract to be met. Additionally, the CMS defines the current project schedule status, comparing the current schedule with the contracted schedule. The CMS also compares the current schedule status with any applicable baseline schedule.
- 4.1.2 The Contractor uses the CMS, including or supplemented by subordinate schedules, to:
- a. plan the activities and sequencing of those activities to achieve the requirements of the Contract; and
  - b. provide schedule direction and status to the management team responsible for conduct of the work.
- 4.1.3 The Commonwealth uses the CMS to:
- a. gain visibility into the Contractor's planning;
  - b. understand and evaluate the Contractor's approach to meeting the requirements of the Contract; and
  - c. assist with monitoring the progress of the Contractor in meeting the requirements of the Contract.

**5 INTER-RELATIONSHIPS**

**5.1 General**

---

- 5.1.1 The CMS inter-relates with the following, where these are required under the Contract:
- a. Project Management Plan (PMP), and
  - b. Contract Work Breakdown Structure (CWBS).

**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 CMS shall be the primary schedule for the Contract, and all other schedules shall be subordinate to the CMS.

6.1.3 The CMS 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;
- c. a listing of milestones (including Contract Milestones), together with their original, rescheduled, forecast and actual completion dates; and
- d. a breakdown of the project into functional groupings such as project management, design, installation, integration, and trialling.

## **6.2 Specific Content**

---

6.2.1 The CMS shall graphically depict the project schedule and progress to work package level.

6.2.2 The CMS 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; and
- d. earliest and latest start and finish dates for all activities and milestones.

6.2.3 The CMS shall include:

- a. Subcontractor schedules;
- b. other major events, as mutually agreed between the Contractor and the Project Authority;
- c. Project Authority tasks, where such tasks interface with, and may affect, Contractor tasks; and
- d. significant meetings and reviews, including:
  - i. any Contract Performance Reviews,
  - ii. Progress Meetings, and
  - iii. System Reviews.

6.2.4 Each submission of the CMS shall provide visibility of progress against the current Accepted schedule baseline and shall include the original contracted baseline schedule (including all original Contract Milestone completion dates).

**DATA ITEM DESCRIPTION**

- 1 DID IDENTIFIER: CTD-04**
- 2 DID NAME: DID-PSR**
- 3 TITLE: PROJECT STATUS REPORT**
- 4 DESCRIPTION AND INTENDED USE**

**4.1 General**

---

- 4.1.1 The Project Status Report (PSR) is the Contractor's principal statement and explanation of the status of the project at the end of each reporting period.
- 4.1.2 The Contractor uses the PSR to inform the Commonwealth and to provide regular updates on:
  - a. progress; and
  - b. planned activities.
- 4.1.3 The Commonwealth uses the PSR:
  - a. to assist with monitoring the performance of the Contractor under the Contract; and
  - b. as one of the documents that forms the historical record of contractual performance.

**5 PREPARATION INSTRUCTIONS**

**5.1 Generic Format and Content**

---

- 5.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements For Data Items".

**5.2 Specific content**

---

**5.2.1 Project Progress**

- 5.2.1.1 The Project Status Report (PSR) should include the following information:
  - a. a summary of significant work activities (including those undertaken by Approved Subcontractors) undertaken in the period from the date of the last report to the current report;
  - b. a summary of significant work activities (including those to be undertaken by Approved Subcontractors) expected to be undertaken in the period between the current report and the next report;
  - c. a summary of progress (including progress by Approved Subcontractors) against the Contract Master Schedule (CMS);

- d. a report providing the current status of all data item deliverables, including: due dates, delivered dates, review cycles and results;
- e. a financial report, including payments envisaged during the next three months;
- f. a human resources report, including any issues with respect to Key Persons and staffing levels;
- g. a report on progress of any required export approvals;
- h. a list of all progress meeting action items and their status;
- i. a list of correspondence that requires a response from the Commonwealth, but for which no response has been received; and
- j. a list of Commonwealth correspondence to the Contractor for which a response is outstanding, and an estimate of the response date.

**5.2.2 Project Risk Report**

- 5.2.2.1 The PSR shall include a Project Risk Report, which reflects the current status of risk for the project.

**5.2.3 Problem Identification Report**

- 5.2.3.1 The PSR shall include a Problem Identification Report (PIR), which describes the significant problems experienced during the reporting period and any potential problems.

**5.2.4 Intellectual Property Progress Report**

- 5.2.4.1 The PSR shall include an Intellectual Property Progress Report (IPPR), which provides the Contractor's statement and explanation of the Contractor's overall progress against the IP requirements of the Contract at the end of each reporting period.

**5.2.5 Subcontractor Status Report**

- 5.2.5.1 The PSR shall include a Subcontractor Status Report, which shall describe for each Approved Subcontractor:
- a. a summary of significant work activities undertaken in the period from the date of the last report to the current report;
  - b. a summary of significant work activities expected to be undertaken in the period between the current report and the next report; and
  - c. a summary of progress against the Subcontract elements of the Contract Master Schedule.

**DATA ITEM DESCRIPTION**

- 1 DID IDENTIFIER: CTD-05**
- 2 DID NAME: DID-RVW-PACKAGE**
- 3 TITLE: REVIEW PACKAGE**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

---

- 4.1.1 The purpose of Review Package is to allow the Contractor and Project Authority to prepare for System Reviews in order to gain maximum value from the reviews.
- 4.1.2 The Contractor uses the Review Package to convey the set of information that supports the objectives of the review.
- 4.1.3 The Commonwealth uses the Review Package, along with other specifically identified CDRL line items, as the basis for confirming that the review objectives have been met.

**5 APPLICABLE DOCUMENTS**

**5.1 General**

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- 5.1.1 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 Project Authority.

**6.2 Specific Content**

---

- 6.2.1 The Review Package should include information to be reviewed and discussed at the specific review, including:
- a. documentation that is necessary to show that the objectives of the review have been satisfied;
  - b. presentation material;
  - c. all relevant documents not previously delivered and needed to meet the review objectives;
  - d. status of action items from previous reviews;
  - e. status of Target Performance Measures against expectations; and
  - f. current configuration status along with any identified discrepancies in configuration baselines.

**DATA ITEM DESCRIPTION**

- 1        **DID IDENTIFIER:**            **CTD-06**
- 2        **DID NAME:**                    **DID-AGENDA**
- 3        **TITLE:**                            **MEETING AGENDA**

4        **DESCRIPTION AND INTENDED USE**

4.1      **General**

---

- 4.1.1    The Meeting Agenda provides information concerning the purpose, location and schedule of meetings convened for the purpose of discharging the requirements of the Contract.

5        **PREPARATION INSTRUCTIONS**

5.1      **Generic Format and Content**

---

- 5.1.1    The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements For Data Items".

- 5.1.2    Non generic information may be submitted in the Contractor's preferred format.

5.2      **Specific Content**

---

- 5.2.1    The Agenda shall incorporate agenda items and other input requested by the Project Authority 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;
- f.        administrative information associated with the meeting, including, where appropriate, access arrangements and facilities available;
- g.        a list of documentation to be reviewed at the meeting; and
- h.        any other information pertinent to the meeting.

**DATA ITEM DESCRIPTION**

**1 DID IDENTIFIER: CTD-07**

**2 DID NAME: DID-MINUTES**

**3 TITLE: MEETING MINUTES**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

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4.1.1 Meetings Minutes are recorded to ensure an accurate account of all discussions, decisions and actions arising from meetings between the Contractor and the Commonwealth.

**5 PREPARATION INSTRUCTIONS**

**5.1 Generic Format and Content**

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5.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements For Data Items".

5.1.2 Non generic information may be submitted in the Contractor's preferred format.

**5.2 Specific Content**

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**5.2.1 Meeting Minutes**

5.2.1.1 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.

**5.2.2 Action Items**

5.2.2.1 The action item list shall be attached to the Meeting Minutes. The action item list shall reflect the current status of all action items and include those that are closed and completed.

5.2.2.2 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**

<b>1</b>	<b>DID IDENTIFIER:</b>	<b>CTD-08</b>
<b>2</b>	<b>DID NAME:</b>	<b>DID-DMP</b>
<b>3</b>	<b>TITLE:</b>	<b>DEMONSTRATION MANAGEMENT PLAN</b>
<b>4</b>	<b>DESCRIPTION AND INTENDED USE</b>	
<b>4.1</b>	<b>General</b>	
4.1.1	The Demonstration Management Plan (DMP) documents the Demonstration program to be implemented by the Contractor to meet the requirements of the Contract.	
<b>5</b>	<b>PREPARATION INSTRUCTIONS</b>	
<b>5.1</b>	<b>Generic Format and Content</b>	
5.1.1	The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements for Data Items".	
<b>5.2</b>	<b>Specific Content</b>	
<b>5.2.1</b>	<b>Demonstration Objectives</b>	
5.2.1.1	The demonstration objectives will be measurable, where possible, and detail specific outcomes for the demonstration.	
<b>5.2.2</b>	<b>Scenarios Outlines</b>	
5.2.2.1	The scenarios required for the demonstration will be identified and detailed sufficiently to define each scenario including roles, responsibilities and resource requirements. Where appropriate high-level system diagrams should be included.	
<b>5.2.3</b>	<b>Evaluation Criteria</b>	
5.2.3.1	For each identified scenario, Measures of Effectiveness and Measures of Performance will be defined such that a measurable or quantifiable outcome is identified.	
<b>5.2.4</b>	<b>Assessment Plan</b>	
5.2.4.1	An assessment plan will be developed to record scenario data and to consider the preliminary results.	
<b>5.2.5</b>	<b>Scheduling</b>	
5.2.5.1	A schedule will be developed to facilitate the sequencing of the demonstration and to manage resource requirements. The schedule will be consistent with the scenario outlines developed in section 5.2.2, Scenario Outlines.	



**5.2.6      Resourcing**

5.2.6.1      Resources broadly identified in section 5.2.2 Scenario Outlines should be listed and quantified. This resource listing will include both Commonwealth and Contractor resources. Resources are considered to include Personnel, Equipment and Facilities.

**5.2.7      WH&S**

5.2.7.1      Address any WH&S issues involved in the conduct of the Demonstration relevant to both Contractor and Commonwealth attendees.

**DATA ITEM DESCRIPTION**

**1        DID IDENTIFIER:            CTD-11**

**2        DID NAME:                    DID-SS**

**3        TITLE:                         SYSTEM SPECIFICATION**

**4        DESCRIPTION AND INTENDED USE**

**4.1     General**

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- 4.1.1    The System Specification (SS) defines the validated requirements for the system.
- 4.1.2    The Contractor and the Commonwealth use the SS as the basis for common understanding of the system technical requirements.

**5        APPLICABLE DOCUMENTS**

**5.1     General**

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- 5.1.1    The following document form a part of this DID to the extent specified herein.
  - a.        DI-IPSC-81431A. System/Subsystem Specification (SSS)

**6        PREPARATION INSTRUCTIONS**

**6.1     Generic Format and Content**

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- 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 Project Authority.

**6.2     Specific Content**

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- 6.2.1    The specific SS content shall be in accordance with DI-IPSC-81431A, section 4, "Content Requirements".
- 6.2.2    If the CDRL requests a Verification Cross Reference Matrix (VCRM), the DI-IPSC-81431A "Qualification Provisions" should be by reference to the VCRM.
- 6.2.3    If the CDRL requests a Requirements Traceability Matrix (RTM), the DI-IPSC-81431A "Requirements traceability" should be by reference to the RTM.

**DATA ITEM DESCRIPTION**

**1 DID IDENTIFIER: CTD-14**

**2 DID NAME: DID-SHAR**

**3 TITLE: SAFETY HAZARD ANALYSIS REPORT**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

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- 4.1.1 The purpose of the Safety Hazard Analysis Report (SHAR) is to document the results of the Contractor's comprehensive evaluation of the mishap risk being assumed prior to test or operation of the system, prior to Contract completion.
- 4.1.2 The Contractor will use SCR to present an argument and supporting evidence to show that the system hazards have been identified and their risk reduced to acceptable levels.
- 4.1.3 The Commonwealth will use the SHAR to determine that the certification requirements have been satisfied and that the system hazards have been identified and reduced to acceptable levels.

**5 APPLICABLE DOCUMENTS**

**5.1 General**

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- 5.1.1 Nil.

**6 PREPARATION INSTRUCTIONS**

**6.1 Generic Format and Content**

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- 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 Project Authority.

**6.2 Specific Content**

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- 6.2.1 The SHAR shall include the following:
- a. The safety criteria and methodology used to classify and rank hazards, plus any assumptions on which the criteria or methodologies were based or derived including the definition of acceptable risk as specified by the Commonwealth;
  - b. The results of analyses and tests performed to identify hazards inherent in the system, including:
  - c. Those hazards that still have a residual risk, and the actions that have been taken to reduce the associated risk to a level contractually specified as acceptable; and
  - d. Results of tests conducted to validate safety criteria, requirements and analyses;

- e. The results of the safety program efforts. Include a list of all significant hazards along with specific safety recommendations or precautions required to ensure safety of personnel, property, or the environment. Categorise the list of hazards as to whether or not they may be expected under normal or abnormal operating conditions;
- f. Evidence of all safety assurance activities, including the results of safety assessments performed;
- g. Any hazardous materials generated by or used in the system, including:
- h. Identification of material type, quantity, and potential hazards; and
- i. Safety precautions and procedures necessary during use, packaging, handling, storage, transportation, and disposal (eg, explosive ordnance disposal). Include all explosives hazard classifications;
- j. A signed statement that all identified hazards have been eliminated or their associated risks controlled to levels contractually specified as acceptable, and that the system is ready to test or operate or proceed to the next acquisition phase. In addition, the Contractor shall make recommendations applicable to hazards at the interface of his system with the other system(s) as contractually required.

**DATA ITEM DESCRIPTION**

**1 DID IDENTIFIER: CTD-15**

**2 DID NAME: DID-DD**

**3 TITLE: DESIGN DOCUMENTATION**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

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- 4.1.1 The Design Documentation (DD) consists of the specifications and design documentation associated with the system as defined by the Technical Documentation Tree (TDT).
- 4.1.2 The DD is used by the Contractor to define its system design for the Contract.
- 4.1.3 The Commonwealth uses the DD to assess and understand the design of the system for the Contract.

**5 APPLICABLE DOCUMENTS**

**5.1 General**

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- 5.1.1 Nil.

**6 PREPARATION INSTRUCTIONS**

**6.1 Generic Format and Content**

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- 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 Project Authority.

**6.2 Specific Content**

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- 6.2.1 The DD shall consist of the specifications and documentation defined by the TDT and with the format and content as defined by the TDT.
- 6.2.2 Each element of the DD shall be uniquely identified.
- 6.2.3 The DD shall contain an index of all the documentation that has been delivered and the current configuration status of each.

**DATA ITEM DESCRIPTION**

- 1 DID IDENTIFIER: CTD-16**
- 2 DID NAME: DID-DSR**
- 3 TITLE: DESIGN STUDIES REPORTS**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

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- 4.1.1 The purpose of the Design Studies Report/s (DSR) is to document the results of the Contractor's comprehensive evaluation of specific design studies, designated in the Statement of Work.
- 4.1.2 The Contractor will use DCR to present the purpose, context and results of the design study.
- 4.1.3 The Commonwealth will use the DSR to determine that the design study has been completed to an acceptable level.

**5 APPLICABLE DOCUMENTS**

**5.1 General**

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- 5.1.1 DSM Defence Security Manual

**6 PREPARATION INSTRUCTIONS**

**6.1 Generic Format and Content**

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- 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 Project Authority.

**6.2 Specific Content**

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**6.2.1 Automated Techniques**

- 6.2.1.1 Use of automated techniques is encouraged. The term "document" in this DID means a collection of data regardless of its medium.

**6.2.2 Alternate Presentation Styles**

- 6.2.2.1 Diagrams, tables, matrices, and other presentation styles are acceptable substitutes for text when data required by this DID can be made more readable using these styles.

**6.2.3 Title Page or Identifier with Signature Blocks**

- 6.2.3.1 The document shall include a title page containing, as applicable:
- a. document number;
  - b. volume number;

- c. version/revision indicator;
- d. security markings or other restrictions on the handling of the document;
- e. date;
- f. document title;
- g. name, abbreviation, and any other identifier for the system,
- h. subsystem, or item to which the document applies;
- i. contract number;
- j. CDRL item number;
- k. organization for which the document has been prepared;
- l. name and address of the preparing organization;
- m. distribution statement;
- n. signature blocks for the developer representative authorized to release the document,
- o. the acquirer representative authorized to approve the document, and
- p. the dates of release/approval.

6.2.3.2 For data in a database or other alternative form, this information shall be included on external and internal labels or by equivalent identification methods.

### **6.3 Table of Contents**

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6.3.1 The document shall contain a table of contents providing the number, title, and page number of each titled paragraph, figure, table, and appendix. For data in a database or other alternative form, this information shall consist of an internal or external table of contents containing pointers to, or instructions for accessing, each paragraph, figure, table, and appendix or their equivalents.

### **6.4 Page Numbering/Labeling**

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6.4.1 Each page shall contain a unique page number and display the document number, including version, volume, and date, as applicable. For data in a database or other alternative form, files, screens, or other entities shall be assigned names or numbers in such a way that desired data can be indexed and accessed.

### **6.5 Security Classification**

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6.5.1 An Annex or Appendix can require a different security classification from its master document. Example: The Annex to a document requires a security classification of PROTECTED but the covering letter is UNCLASSIFIED.

6.5.2 If an annex, appendix or enclosure has a higher classification than the document to which it belongs, then the front cover MUST be labelled to show this.

6.5.3 If a summary or covering letter to a document has a lower security classification than the document, then it MUST show that the document has a higher classification. Examples:

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**NO OFFER TO BIND PARTIES**

---

- a. CONFIDENTIAL-covering-TOP SECRET
- b. UNCLASSIFIED-covering-HIGHLY PROTECTED
- c. UNCLASSIFIED-covering-PROTECTED.



**DATA ITEM DESCRIPTION**

<b>1</b>	<b>DID IDENTIFIER:</b>	<b>CTD-17</b>
<b>2</b>	<b>DID NAME:</b>	<b>DID-ENG-DWS</b>
<b>3</b>	<b>TITLE:</b>	<b>ENGINEERING DRAWINGS</b>
<b>4</b>	<b>DESCRIPTION AND INTENDED USE</b>	
<b>4.1</b>	<b>General</b>	
4.1.1	Engineering Drawings provide both the 'production' and 'as fitted' drawings for the system(s) and equipment managed under the Contract.	
<b>4.2</b>	<b>Purpose for Engineering Drawings</b>	
4.2.1	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 period of the Contract.
4.2.2	The Commonwealth uses the Engineering Drawings to:	
	a.	confirm the current state of the system(s) and equipment;
	b.	accurately define the interface to external systems; and
	c.	enable the system(s) and equipment to be maintained and supported over their respective Lifes-Of-Type.
4.2.3	The Commonwealth may use the Engineering Drawings, as necessary, for the purposes defined in the IP provisions of the Contract.	
<b>5</b>	<b>INTER-RELATIONSHIPS</b>	
<b>5.1</b>	<b>General</b>	
5.1.1	The management and updating of Engineering Drawings is defined in the CMP.	
<b>6</b>	<b>APPLICABLE DOCUMENTS</b>	
<b>6.1</b>	<b>General</b>	
6.1.1	The following documents form a part of this DID to the extent specified herein:	
	a.	DEF(AUST)5085B Engineering Drawing – Acquisition and Preparation for Defence Equipment
	b.	DI(G) LOG 03-2 Defence Policy on Acquisition and Management of Technical Data

**7 PREPARATION INSTRUCTIONS**

**7.1 Generic Format and Content**

---

7.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements For Data Items'.

**7.2 Specific Content**

---

**7.2.1 General**

7.2.1.1 Unless otherwise specified in the SOW, the Engineering Drawings shall consist of Level 2 drawings as defined by DEF(AUST) 5085B Part 1.

7.2.1.2 All Engineering Drawings, drawing lists and other design records shall be prepared, amended and managed in accordance with the requirements of DEF(AUST) 5085B Part 1 (or equivalent specification as approved by the Commonwealth Representative) and the Approved CMP.

7.2.1.3 Unless otherwise specified in the SOW, the Engineering Drawings shall be delivered in the following formats:

- a. for all new drawings, in accordance with the requirements of Annex B to DI(G) LOG 03 2; and
- b. for all amended drawings, in the same format(s) as the original drawings.

**7.2.2 Drawing Index**

7.2.2.1 Unless otherwise specified in the SOW or in an order for S&Q Services, 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:

<b>Field Description</b>	<b>Importance</b>
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 CD-ROMs or tapes etc.
Security Classification	Essential

**7.2.3 Interpretation Document**

- 7.2.3.1 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.

**7.2.4 Associated Lists**

- 7.2.4.1 Unless otherwise specified in the SOW, associated lists shall be provided in electronic format and prepared in accordance with DEF(AUST) 5085B.

**DATA ITEM DESCRIPTION**

- 1 DID IDENTIFIER: CTD-18**
- 2 DID NAME: DID-SSC**
- 3 TITLE: SOFTWARE – SOURCE CODE**

**4 DESCRIPTION AND INTENDED USE**

**4.1 General**

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- 4.1.1 The Software –Source Code DID (SSC) defines the requirements for any software developed for the system.
- 4.1.2 The Contractor and the Commonwealth use the SSC as the basis for common understanding of the development of Software for the system.

**5 APPLICABLE DOCUMENTS**

**5.1 General**

---

- 5.1.1 The following document form a part of this DID to the extent specified herein.

**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 Project Authority.

**6.2 Specific Content**

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- 6.2.1 The software will be developed in an auditable fashion. That is, full version control, as per ISO 9000 and relevant related standards, will be implemented. All versions of the software must be retained in source code format with full documentation of the changes between versions, the reason for these changes and the author or authors responsible for these changes. The source code of the software package will be exhaustively commented. Commonwealth will have access to all versions of the software and all documentation regarding them.
- 6.2.2 The software package will be comprised of modules. These modules will each relate to specific parts of the prognostic health management modelling algorithm.
- 6.2.3 Each module of the software package will be subject to strict version control. Dependences between software modules and the interface of each module will be fully documented. Any changes to these interfaces or dependences must be documented along with the reason for the change.
- 6.2.4 Each module of the software package will be capable of being modified independently of all others without causing incorrect operation of other modules.

- 6.2.5 The software package will be written so as to not be dependant for its operation or development on any given hardware or software platform or any operating system. As such the software should be able to readily ported to new computer software and hardware as these evolve over time.
- 6.2.6 The software will be written in a commonly available compiled programming language which can be sourced from multiple vendors. Suitable examples include (but are not limited to) languages such as C, C++, Basic and Pascal. The software must not be dependant on a software environment available from only a single vendor.
- 6.2.7 The development and use of the software must not require the payment of licence fees for any proprietary framework, proprietary software, proprietary programming language or proprietary programming environment by the Commonwealth and/or any of its agencies.
- 6.2.8 The software will be delivered as both source code and an executable program.

**DATA ITEM DESCRIPTION**

<b>1</b>	<b>DID IDENTIFIER:</b>	<b>CTD-19</b>
<b>2</b>	<b>DID NAME:</b>	<b>DID-DR</b>
<b>3</b>	<b>TITLE:</b>	<b>FINAL REPORT</b>
<b>4</b>	<b>DESCRIPTION AND INTENDED USE</b>	
<b>4.1</b>	<b>General</b>	
4.1.1	The Final Report (DR) documents the results, findings and conclusions achieved during the conduct of the Demonstration.	
<b>5</b>	<b>PREPARATION INSTRUCTIONS</b>	
<b>5.1</b>	<b>Generic Format and Content</b>	
5.1.1	The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled "General Requirements for Data Items".	
<b>5.2</b>	<b>Specific Content</b>	
<b>5.2.1</b>	<b>Demonstration Objectives</b>	
5.2.1.1	The Report will state the demonstration objectives, including the specific outcomes for the demonstration.	
<b>5.2.2</b>	<b>General Outcome</b>	
5.2.2.1	The Report shall include a statement of the general outcome of the demonstration.	
<b>5.2.3</b>	<b>Specific Outcomes</b>	
5.2.3.1	The Report shall identify the achieved outcomes for each specific outcome identified in the Demonstration Plan.	
<b>5.2.4</b>	<b>Results</b>	
5.2.4.1	The Report will include the results achieved for each test scenario and criteria and against the Target Performance Measures, Lessons learned and opportunities for further improvement.	
5.2.4.2	The Report will include the results achieved for each test scenario and criteria	
<b>5.2.5</b>	<b>Intellectual Property Report</b>	
5.2.5.1	The Report shall include an Intellectual Property Report (IPR), which provides the Contractor's statement and explanation of the Contractor's overall progress against the IP requirements of the Contract at the end of the contract.	
5.2.5.2	The Report shall identify all of the Foreground IP generated during the contract	

**5.2.6 Conclusion**

5.2.6.1 The Report shall include the conclusions reached as a result of the Demonstration, identifying any shortfalls in the conduct of the trial.

**5.2.7 Recommendations**

5.2.7.1 The Report shall include recommendations on future development or work necessary to provide more conclusive evidence of feasibility of the technology.

**ANNEX C TO ATTACHMENT A**

**CONTRACT MASTER SCHEDULE**

(...INSERT SCHEDULE DETAILS...)



**ATTACHMENT B - PRICE, PAYMENT & MILESTONE SCHEDULES**

**1 PRICE AND DELIVERY SCHEDULE**

Table 1: Contract Price and Delivery Schedule

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE GST EXCLUSIVE	GST APPLICABLE	UNIT PRICE GST INCLUSIVE	TOTAL PRICE	DELIVERY POINT	DELIVERY DATE
			(in \$AUD)	(in \$AUD)	(in \$AUD)	(in \$AUD)		
	Capability and Technology Demonstrator in accordance with Attachment A (Statement of Work)	1 System	\$	\$	\$	\$	Defence Project Manager	ED + xx Months
						\$ CONTRACT PRICE (GST Inclusive)		

**2 MILESTONE SCHEDULE**

**NOTES FOR CONTRACTORS:**

- 1) 20% of the Contract value is to be retained against the completion of the Demonstration. Any deviation to the 20% must be referred to the CTDPD for guidance.
- 2) Milestones to be added to match activities in SOW.

**Table 2: Milestone and Delivery Schedule**

Milestone Serial	Milestone Description		SOW Ref	CDRL Ref	Milestone Date	Amount of Milestone Payment (GST Exclusive in \$AUD)	Amount of Milestone Payment (GST Inclusive in \$AUD)	Exit Criteria (Milestones Criteria to be met before payment is due)
1	Initial Documentation				ED + xx mths			Acceptance
	(i)	Requirement Statement						
	(ii)	Project Management Plan						
	(iii)	Contract Master Schedule						
2	Requirement Analysis and Definition				ED + xx mths			Acceptance
	(i)	Design Studies						
	(ii)	Safety Hazards Report						
	(iii)	Demonstration Plan						
X	Demonstration Complete				ED + xx mths			Acceptance
X	Project Completion Final Reporting				ED + xx mths			Acceptance
	(i)	Project Review						

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Milestone Serial	Milestone Description	SOW Ref	CDRL Ref	Milestone Date	Amount of Milestone Payment (GST Exclusive in \$AUD)	Amount of Milestone Payment (GST Inclusive in \$AUD)	Exit Criteria (Milestones Criteria to be met before payment is due)
	Package						
	Including items covering delivery of Report and data.	ED + xx mths					

**ATTACHMENT C - DEED OF CONFIDENTIALITY AND FIDELITY**

This Deed of Confidentiality and Fidelity is dated the (...INSERT DATE...)

between

THE COMMONWEALTH OF AUSTRALIA represented by the Defence Science and Technology Organisation of the Department of Defence ABN 68 706 814 312 ("the Commonwealth")

and

(...INSERT CONFIDANT, ACN/AB. AND ABN IF APPLICABLE...) ("the Confidant").

**RECITALS**

A. The Commonwealth has entered into a contract (...INSERT NUMBER...) with (...INSERT CONTRACTOR...) ("the Contractor") and dated (...INSERT DATE...) ("the Contract") for the supply of (...INSERT BRIEF DESCRIPTION...).

B. In order to assist the performance of the Contract, the Contractor and the Confidant have entered into a subcontract, employment or agency arrangement for the supply of (...INSERT PURPOSE OF ARRANGEMENT AND/OR CONTRACT/ORDER NUMBER AS APPROPRIATE...) ("the Subcontract").

C. In performance of the Subcontract, the Confidant may become aware of information belonging to the Commonwealth or a third party that is the subject matter of the Contract. The Confidant agrees to keep the information confidential pursuant to the following terms and conditions.

**THE PARTIES AGREE AS FOLLOWS:**

**1 DEFINITIONS**

**1.1 General**

---

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

"Commercial-in-Confidence Information" means information (whether or not owned by the Commonwealth) that:

- a. is by its nature confidential;
- b. the Confidant knows or ought to know is confidential, but does not include information which;
- c. is or becomes public knowledge other than by breach of this Deed;
- d. is in the possession of the Confidant without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- e. the Confidant can show has been independently developed or acquired by the Confidant.

"Documents" includes:

- 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” mean (...INSERT PURPOSES FOR WHICH THE CONFIDENTIAL INFORMATION MAY BE USED...).

“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.

## **2 INTERPRETATION**

### **2.1 General**

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2.1.1 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 the other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. a reference to a clause includes a reference to a subclause of that clause;
- 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. the word “includes” in any form is not a word of limitation; and
- h. 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.

## **3 CONFIDENTIALITY UNDERTAKINGS**

### **3.1 General**

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3.1.1 The Confident:

- a. acknowledges and agrees that improper use, or disclosure of any Commercial-in-Confidence Information provided to the Confidant pursuant to or in connection with the Subcontract would be detrimental to the Commonwealth in the performance of its functions and would cause harm to any third parties with an interest in the Commercial-in-Confidence Information;
- b. shall take all reasonable steps to ensure that such Commercial-in-Confidence Information is kept confidential in accordance with this Deed;
- c. shall only use the Commercial-in-Confidence Information for Permitted Purposes; and

- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Commercial-in-Confidence Information to any person other than to any of its officers, employees, agents, advisers or independent contractors who:
- e. have a need to know the Commercial-in-Confidence Information in order for the Confidant to carry out the Permitted Purposes; and
- f. when required by the Commonwealth, have executed a similar undertaking to this Deed in favour of the Commonwealth, and the Commonwealth may grant or withhold its consent in its absolute and unfettered discretion.

## **4 CONFIDANT'S REPRESENTATIVES**

### **4.1 General**

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- 4.1.1 The Confidant shall ensure that its officers, employees, agents, advisers and independent contractors (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.
- 4.1.2 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 3.1.

## **5 RETURN OF COMMERCIAL-IN-CONFIDENCE INFORMATION**

### **5.1 General**

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- 5.1.1 The Confidant agrees to deliver to the Commonwealth or the Contractor, as required by the Commonwealth, all Documents in its possession, power or control which contain or relate to any Commercial-in-Confidence Information on the earlier of:
  - a. demand by the Commonwealth, and
  - b. the time the documents and other material are no longer required for the Permitted Purposes.
- 5.1.2 If the Commonwealth makes a demand under clause 5, and the Confidant has placed or is aware that Documents containing the Commercial-in-Confidence Information are beyond its possession or control, the Confidant must provide full particulars of the whereabouts of the Documents containing the Commercial-in-Confidence Information and the identity of the person in whose custody or control they lie.
- 5.1.3 The Confidant, when directed by the Commonwealth in writing, agrees to destroy any Document in its possession, power or control which contains or relates to any Commercial-in-Confidence Information.
- 5.1.4 Return or destruction of the Documents referred to in this clause does not release the Confidant from its obligations under this Deed.

## **6 SURVIVAL**

### **6.1 General**

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- 6.1.1 This Deed shall survive the termination or expiry of the Contract and the Subcontract.

**7 CONFLICT OF INTEREST**

**7.1 General**

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- 7.1.1 The Confidant warrants that before entering into this Deed it has disclosed to the Commonwealth all the past, current and anticipated interests of the Confidant which may conflict with or restrict the Confidant in performing the obligations under this Deed for the Commonwealth fairly and independently.
- 7.1.2 The Confidant shall not during the course of this Deed engage in any activity or obtain any interest likely to conflict with or restrict the confidant in providing the obligations under this Deed to the Commonwealth fairly and independently.

**8 INDEMNITY**

**8.1 General**

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- 8.1.1 The Confidant indemnifies the Commonwealth, its officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:
- a. any breach by the Confidant of this Deed; or
- 8.1.2 any act or omission by any of the Confidant's officers, employees, agents, advisers or independent contractors which, if done or omitted to be done by the Confidant, would constitute a breach of the Confidant's obligations under this Deed.

**9 INJUNCTIVE RELIEF**

**9.1 General**

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- 9.1.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth for any breach of this Deed and that the Commonwealth is entitled to injunctive relief (as appropriate) as a remedy for any breach or suspected or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

**10 NO EXCLUSION OF LAW OR EQUITY**

**10.1 General**

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- 10.1.1 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 Commercial-in-Confidence Information.

**11 WAIVER**

**11.1 General**

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- 11.1.1 Failure by either party to enforce a provision of the Deed shall not be construed as in any way affecting the enforceability of that provision or the Deed as a whole.

**12 REMEDIES CUMULATIVE**

**12.1 General**

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12.1.1 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.

**13 OTHER INSTRUMENTS**

**13.1 General**

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13.1.1 Subject to the other covenants of this Deed, the rights and obligations of the Parties pursuant to 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.

**14 VARIATIONS AND AMENDMENTS**

**14.1 General**

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14.1.1 No term or provision of this Deed shall be amended or varied unless such amendment or variation is reduced to writing and signed by the Parties hereto in the same manner as this instrument.

**15 APPLICABLE LAW**

**15.1 General**

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15.1.1 The laws of (...INSERT RELEVANT STATE OR TERRITORY...) shall apply to the Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Deed.

**16 NOTICES**

**16.1 General**

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16.1.1 Any notice or other communication required to be given under this Deed shall be deemed to have been duly served on:

the Commonwealth if served on the Commonwealth (...INSERT COMMONWEALTH'S ADDRESS...);  
and

the Confidant if served on the Confidant at (...INSERT CONFIDANT'S ADDRESS...)

**EXECUTED AS A DEED**

Signed for and on behalf of  
the COMMONWEALTH OF AUSTRALIA  
(ABN 68 706 814 312)  
by:

.....  
(...INSERT NAME & TITLE...)  
in the presence of:



.....  
(...INSERT NAME & TITLE...)

Signed for and on behalf of

(...INSERT CONFIDANT'S NAME...)

(... ABN XX XXX XXX XXX...)

by:

.....  
(...INSERT NAME & TITLE...)

in the presence of:

.....  
(...INSERT NAME & TITLE...)

**ATTACHMENT D - GOVERNMENT FURNISHED MATERIAL (GFM)**

The following GFM shall be used in the production of, or incorporated in, the Technology:

**1 COMMONWEALTH OR CONTRACTOR PROPOSED GFM**

#	Description	Mandated YES/NO?	Module	Date of Delivery or Access	Location of Delivery or Access	Time Period for Inspection	Incorporated in Technology/ to be Returned	Date to be Returned	Comments
1									

**ATTACHMENT E - INTELLECTUAL PROPERTY (IP) PLAN**

Item No.	Description	Third Party / Background	IP Source	Form of the IP (Patents, Copyright, Registered Designs, Trade Secrets / Confidential Information)	Incorporation Method	Limitations
(a)	(b)	(c)	(d)	(e)	(f)	(g)

Column (a): This should be a unique sequential number.

Column (b): Short description of the IP and the items of the Technology to which it relates.

Column (c): Identify the IP as Third Party or Background as at the date of the Contract.

Column (d): Specify organisation(s) that currently own/license the Background IP or Third Party IP and include whether Industry (e.g. AU, US, GB, SW) or Government (e.g. AU, US, GB, SW).

Column (e): Identify the form of the IP (e.g. Patents, Copyright, Registered Designs, Trade Secrets / Confidential Information).

Column (f): Specifies the methodology to be used for the incorporation of any intellectual property if relevant.

Column (g) Specify any limitations that apply in relation to the rights to modify, develop or manufacture.) If any proposed limitations are inconsistent with clause 5 (Intellectual Property) they must first be approved by the Defence Project Manager.

**ATTACHMENT F - MILESTONE CERTIFICATE**

**COMMONWEALTH OF AUSTRALIA**

**Department of Defence**

Milestone Certificate Number: (...INSERT CERTIFICATE No...)
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Contract Reference (...INSERT CONTRACT REFERENCE...)
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From (...INSERT CONTRACTOR'S NAME, ADDRESS AND A.C.N./A.B.N./A.R.B.N...)
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To (...DEFENCE PROJECT MANAGER...)
---------------------------------------

Description of Milestone: (...INSERT REFERENCE MILESTONE...)
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Contractor's Certification:  The Contractor seeks Progress Certification from the Commonwealth of Australia for the Milestone detailed on this Certificate. It is certified that the Milestone has been achieved in accordance with the Contract No (...INSERT CONTRACT No...) (Amendment No (where applicable)...) except where stated in the attachment to this Certificate (if any).
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Commonwealth's Certification:  The Commonwealth of Australia acknowledges that the Milestone detailed on this Certificate has been achieved by the Contractor to the satisfaction of the Defence Project Manager in accordance with the Contract.
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Authorised Signatory Printed Name: (...INSERT NAME...)  Position Held: (...INSERT POSITION...) Date: (...INSERT DATE...)
--

Authorised Signatory Printed Name: (...INSERT NAME...)  Position Held: (...INSERT POSITION...) Date: (...INSERT DATE...)
--

**ATTACHMENT G - CONTRACT CHANGE PROPOSAL**

**CONTRACT NUMBER:** (...INSERT CONTRACT NUMBER...)

**Note to Contractors:** A Contract change proposal shall identify separately the cost of preparation of the Contract change proposal and any proposed variation to the Contract Price and, where approved, the reasonable cost of preparation shall be taken into account in calculating the varied Contract Price.

Where this Contract change proposal relates to changes of an administrative nature which have no impact upon the Contract Price or on the Statement of Work, the Contractor may provide minimal details of the change. Responses are only required for headings denoted as mandatory.

**CCP Number (Mandatory):** (...INSERT DETAILS...)

**ECP Number (If applicable):** (...INSERT DETAILS...)

**Date Raised (Mandatory):** (...INSERT DETAILS...)

**Validity period for CCP (Mandatory):** (...INSERT DETAILS...)

**Originator (Mandatory):** (...INSERT DETAILS...)

**Reference in Contract (Mandatory):** (...INSERT DETAILS...)

**1 DETAILS OF PROPOSED CHANGE (MANDATORY):** (...INSERT DETAILS...)

a. **Old Text:** (...INSERT DETAILS...)

b. **New Text:** (...INSERT DETAILS...)

**2 JUSTIFICATION FOR PROPOSED CHANGE (MANDATORY):** (...INSERT DETAILS...)

**3 EFFECT OF PROPOSED CHANGE (IF APPLICABLE):** (...INSERT DETAILS...)

a. **Contract Price:**

(i). **Price and Delivery Schedule:** (...INSERT DETAILS...)

(ii). **Payment Schedule including payment method:** (...INSERT DETAILS...)

(iii). **Cost of Preparation of CCP:** (...INSERT DETAILS...)

b. **Delivery:**

(i). **Location:** (...INSERT LOCATIONS...)

(ii). **Date:** (...INSERT APPLICABLE DATE...)

c. **Scope of Work** (...INSERT DETAILS...)

**Note to Contractors:** This should include a description of the effect of the change on the scope of work, including where appropriate: quality, Australian Industry Involvement (AII), technical/functional specification, warranty, training, documentation, Work Breakdown Structure.

**4 APPROVAL:** The Contract is changed in accordance with the terms of this Contract Change proposal and attachments.

(Signature)

(Signature)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(COMMONWEALTH)

(...INSERT TITLE...)

(...INSERT TITLE...)

Note: In signing this Contract Change proposal the Contractor warrants that the submitted cost of preparation of this Contract Change proposal is true and correct.

**ATTACHMENT H - SCHEDULE OF APPROVED SUBCONTRACTORS**

Approved Subcontractor	ABN/ACN	Approved Scope of Subcontract

**ATTACHMENT I - COMMERCIAL-IN-CONFIDENCE INFORMATION**

Table 1: Form of Commercial-in-Confidence Information Register (clause 6.1.2)

Nature of information	Party who supplied the information	Date supplied	Purpose for which it was supplied	Security classification (if applicable)	Period of confidentiality

Table 2: Information contained within the Contract that is to be protected as Commercial-in-Confidence Information (clause 6.1.5)

Clause/Item	Title	Reason for classification	Party for which the information is Commercial-in-Confidence
<b>Conditions of Contract</b>			
<b>Attachments</b>			

**ATTACHMENT J - SECURITY & CLASSIFICATION & CATEGORISATION GUIDE**  
**(OPTIONAL)**