



Australian Government
Department of Defence

DEFENCE SUPPORT SERVICES (DSS) STANDING OFFER PANEL

STANDING OFFER NUMBER: SON3485107

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Defence
ABN 68 706 814 312 (Commonwealth)

Deed Manager:	DSS Deed Manager	
Notice Details:	Address:	Department of Defence Capability Acquisition and Sustainment Group Brindabella Business Park BP 25-03-040 PO Box 7938 Canberra BC ACT 2610
	Email:	dss.panel@defence.gov.au

Company Name ABN 00 000 000 000 (Service Provider)

Service Provider Representative:		
Notice Details:	Address:	
	Email:	

INFORMATION TABLE

Item	Information		
Item 1 (clause 1.2.1)	Initial Term:	Effective Date:	20 April 2018
		Expiry Date:	20 April 2023
Item 2 (clause 1.2.2)	Options to Extend:	Number of Options:	3
		Option Period:	Option 1 - up to 2 years Option 2 - up to 2 years Option 3 - up to 1 year
Item 3 (clause 6.2.1b)	Limits of indemnity for	Public liability:	\$10 million

Item	Information		
	Required insurances:	Professional indemnity:	\$2 million
Item 5 (clause 8.1)	Governing Law:	Australian Capital Territory	

DEED OF STANDING OFFER

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1 DEED FRAMEWORK

1.1 Definitions

1.1.1 In the Deed and in any Contract, unless the contrary intention appears, words, abbreviations, and acronyms have the meanings given to them by the Details Schedule, the relevant condition of the Deed, or by the glossary at clause 10.

1.2 Term

1.2.1 The Deed commences on the Effective Date. Unless terminated earlier, or extended in accordance with this clause 1.2, the Deed expires on the Expiry Date specified in the Details Schedule.

1.2.2 The Commonwealth may extend the Term by an Option Period specified in the Details Schedule by giving the Service Provider a notice exercising the relevant Option not less than 30 days before the date on which the Deed would otherwise expire.

1.2.3 Without affecting any extensions to the Term under clause 1.2.2, the Commonwealth may specify in the notice the variations to be made to the Deed to give effect to the extension of the Deed, and the Deed will be taken to be amended in accordance with the notice.

1.2.4 Any adjustments to the Labour Rates to reflect fluctuations in the cost of labour that result from the operation of this clause 1.2, shall be calculated in accordance with clause 5.7.

1.2.5 The Service Provider shall perform all Contracts entered into during the Term on the conditions current at the time the Contract is made notwithstanding that completion of the Contract may occur after the date on which the Deed has expired.

1.3 Establishment of the Panel

1.3.1 The Commonwealth has established the Panel for the purposes of:

- a. procuring a broad range of services to support the acquisition and sustainment of Defence's capital equipment and systems projects;
- b. providing efficient and streamlined access to a broad range of professional service providers, particularly small to medium enterprises (**SMEs**);
- c. developing, maintaining, and enhancing Skill Sets and Skill Levels within Australian industry; and
- d. obtaining value for money for the Commonwealth on an ongoing basis in relation to the provision of the Services.

1.3.2 The Deed constitutes a standing offer for the Term, during which the Commonwealth may request the Service Provider to provide Services as and when required by the Commonwealth in accordance with clause 2.1.

1.3.3 The Service Provider acknowledges and agrees that other Commonwealth agencies may order Services from the Service Provider under this Deed. If another Commonwealth agency orders Services from the Service Provider under this Deed, the Service Provider acknowledges and agrees that references in this Deed to the 'Commonwealth of Australia as represented by the Department of Defence' shall be taken to be references to the other Commonwealth agency as relevant and appropriate.

1.4 No exclusivity and no assurance of orders

1.4.1 The Service Provider acknowledges that:

- a. it is one of a number of suppliers on the Panel which may be requested to provide services of the kind provided by the Service Provider;
- b. the Panel may include services in Skill Sets and Skill Levels that do not apply to the Service Provider; and
- c. one or more suppliers on the Panel may be selected by the Commonwealth to provide services under separate contractual arrangements to Capability Acquisition and Sustainment Group (in the Department of Defence) as 'Major Service Providers',

across Skill Sets and Skill Levels for which the Service Provider has been appointed to the Panel.

- 1.4.2 Neither the Deed nor any Contract is to be interpreted as representing or providing that:
- a. the Service Provider has the right to be the sole provider to the Commonwealth of all or part of services of the kind for which the Service Provider is included on the Panel;
 - b. the Commonwealth is prevented from seeking services of the kind provided by the Service Provider from other members of the Panel (including 'Major Service Providers') or from other suppliers; or
 - c. the Commonwealth will place a specific number of orders, or any orders at all, with the Service Provider during the Term.

1.5 Panel Review and Refresh

- 1.5.1 From time to time during the Term, the Commonwealth may review the operation of the Panel and do any one or more of the following:
- a. add to or remove Skill Sets and Skill Levels applicable to the Service Provider or other suppliers on the Panel;
 - b. remove the Service Provider or other suppliers from the Panel, based on performance;
 - c. approach the market to:
 - (i) add suppliers to the Panel in one or more Skill Sets; or
 - (ii) add additional Skill Sets or Skills Levels, or other kinds of services, to the Panel (for which the Service Provider and other suppliers may tender to provide).
- 1.5.2 From time to time during the Term, the Service Provider may request the Commonwealth to substitute or add personnel in respect of a Skill Set or Skill Level to which the Service Provider has been appointed to the Panel. The Commonwealth may, at its absolute discretion, agree to a substitution or addition if it considers that the nominated person has the relevant experience, skills and expertise.

2 OPERATION OF THIS DEED

2.1 Ordering Services

- 2.1.1 The Skill Sets (and the related Skill Levels) which the Service Provider offers to provide Services to the Commonwealth, and for which the Commonwealth may contract with the Service Provider, are detailed at Attachment A to this Deed.
- 2.1.2 The Commonwealth Representative may seek Quotations from one or more suppliers on the Panel in the form of a Request for Quotation and Tasking Statement (**RFQTS**). The Commonwealth Representative may seek Quotations on a fixed price or other pricing basis.
- 2.1.3 The Commonwealth may, in its absolute discretion, include in an RFQTS one or more additional terms and conditions relating to the particular Services or proposed Contract (**Special Conditions**). Attachment E sets out the Special Conditions that have been approved by the Commonwealth for inclusion in a Contract. The Commonwealth may approve additional Special Conditions from time to time.
- 2.1.4 The Service Provider shall provide either a Quotation in writing or a notice declining the RFQTS by the date that the Quotation is required as specified in the RFQTS. The Quotation shall contain all the information required by the RFQTS.
- 2.1.5 The Commonwealth may provide an RFQTS to the Service Provider through the DSS Business Management System (**BMS**) or the Department of Finance's Dynamic Sourcing for Panels (**DS4P**) mechanism.
- 2.1.6 If the Service Provider receives an RFQTS, any response shall be provided through the corresponding RFQTS mechanism.

- 2.1.7 Unless otherwise approved by the Commonwealth Representative, the Service Provider may submit only one Quotation in response to any RFQTS.
- 2.1.8 The Service Provider must not provide a Quotation to the Commonwealth unless that RFQTS has been issued to the Service Provider under clause 2.1.2.
- 2.1.9 The Commonwealth will evaluate Quotations on the basis of best value for money (which may include consideration of past performance) consistent with Commonwealth procurement policies. Neither the lowest priced Quotation nor any Quotation will necessarily be accepted by the Commonwealth.
- 2.1.10 The Service Provider acknowledges that any Quotation submitted may be subject to negotiation, and consequently, that the Commonwealth may invite the Service Provider to submit a revised Quotation prior to the issue of any Official Order. If the Commonwealth Representative agrees to the Quotation submitted by the Service Provider, the Commonwealth Representative may execute and deliver an Official Order to the Service Provider for the Services at the prices in the Quotation.
- 2.1.11 If the Commonwealth Representative executes and delivers an Official Order to the Service Provider:
- a. a Contract for the provision of the Services described in the Official Order shall be formed between the parties with effect from the date on which the Commonwealth executed the Official Order; and
 - b. unless otherwise agreed in the Contract, the terms of each Contract will be those set out in the following documents, in a descending order of precedence:
 - (i) the Conditions of Deed as applicable to the Contract;
 - (ii) the Attachments to the Conditions of Deed;
 - (iii) the relevant Official Order;
 - (iv) any Special Conditions;
 - (v) the DSS Panel Business Rules;
 - (vi) the accepted Quotation;
 - (vii) the relevant RFQTS (excluding the Special Conditions); and
 - (viii) any other documents incorporated by express reference as part of the Contract.
- 2.1.12 No amount shall become payable to the Service Provider in respect of the Services unless and until:
- a. a Quotation has been submitted by the Service Provider to the Commonwealth Representative in relation to a relevant RFQTS; and
 - b. an Official Order has been executed and issued by the Commonwealth Representative for the provision of the Services to which the Quotation relates.
- 2.1.13 The Service Provider shall not commence work on any engagement under the Panel until that work has been expressly authorised in writing by the Commonwealth Representative under an executed Official Order.

2.2 Key Panel Requirements

- 2.2.1 The Service Provider shall not (and shall ensure that Service Provider Personnel do not) at any time:
- a. solicit or enter into Contracts to perform services in Skill Sets or at Skill Levels other than those specified for the Service Provider in Attachment A;
 - b. disclose any information, material or document which is created or obtained by the Service Provider under or in connection with the Deed or the Services to any Related Body Corporate, other than for the purposes of performing its obligations under the Deed or a Contract or for internal auditing or mandatory reporting purposes;

- c. without limiting clause 7.12, seek to access or use Commonwealth-held information (for example, through searching on Defence networks, including the DSS BMS) except to the extent strictly required for the provision of the Services; and
 - d. respond to an RFQTS that has not been issued directly to the Service Provider by the Commonwealth (being an RFQTS it may have obtained via any alternate pathway).
- 2.2.2 If the Service Provider breaches a key Panel requirement under this clause 2.2, the Commonwealth may suspend the Service Provider for a specified period of time by written notice under clause 9.2.1a.

2.3 Conflict of Interest and Probity

- 2.3.1 The Service Provider acknowledges and agrees that it will assist the Commonwealth to comply with its legal and accountability obligations in relation to the conduct of its activities under the Panel and the conduct of its procurement-related activities more generally.
- 2.3.2 The Service Provider warrants that, to the best of its knowledge after making diligent inquiries at the date of signing the Deed, no conflict of interest exists or is likely to arise in the performance of its obligations under the Deed by itself or by any of its officers, employees, agents or Subcontractors.
- 2.3.3 If, during the Term, a conflict of interest arises, or appears likely to arise, the Service Provider shall promptly notify the Commonwealth in writing and take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.
- 2.3.4 The Service Provider shall not, and shall ensure that any Service Provider Personnel do not, engage in any activity or obtain any interest during the Term of the Deed that is likely to conflict with or restrict the Service Provider in providing the Services to the Commonwealth fairly and independently.
- 2.3.5 Without limiting the circumstances in which a conflict of interest might arise for the purposes of this clause 2.3, the Service Provider acknowledges that a conflict of interest may arise:
- a. if the Service Provider provides Services to the Commonwealth under the Panel (whether directly or as a Subcontractor) (commonly known as 'above the line' contracting), while also providing goods or services to the Commonwealth or prime contractors in relation to the delivery of Defence materiel (whether in acquisition or sustainment) or non-materiel supplies (commonly known as 'below the line' contracting);
 - b. if the Service Provider or a Subcontractor proposes to engage an individual who is a former employee, officer or contractor of the Commonwealth (including Commonwealth Personnel, a Department of Defence Australian Public Service employee, or current serving ADF Member (as defined in the *Defence Act 1903* (Cth)) who was, or is, involved in assisting the Commonwealth in relation to an RFQTS being issued or to be issued by the Commonwealth, and the Service Provider intends to submit or is considering submitting a Quotation in response to that RFQTS; or
 - c. if the Service Provider or any Service Provider Personnel receives and is considering an offer of employment or other business opportunity relating to an RFQTS, or any other work directly or indirectly related to the Services performed by the Service Provider under a Contract, from other members of the Panel before or during the relevant RFQTS process or the term of the relevant Contract.
- 2.3.6 Without limiting clauses 2.3.3 and 2.3.9, if a situation described in clause 2.3.5 arises or is likely to arise, the Service Provider:
- a. acknowledges and agrees that a decision by the Commonwealth about whether the Service Provider is able to provide goods or services in a particular case (whether Services under the Panel or other goods or services) will be made in accordance with the Probity Framework at Attachment F;
 - b. acknowledges and agrees that the Commonwealth and the Service Provider will otherwise manage the situation in accordance with the Probity Framework; and

- c. shall comply with the Probity Framework in relation to any relevant Contract to which the Service Provider is a party.
- 2.3.7 The Service Provider shall, if requested by the Commonwealth, provide the Commonwealth with such information as the Commonwealth reasonably requires in order to satisfy itself that the Probity Framework has been complied with and remains sufficient to enable the Commonwealth to comply with its legal and accountability obligations in relation to the conduct of its procurement and procurement-related activities.
- 2.3.8 The Commonwealth may amend the Probity Framework from time to time, or require the Service Provider to comply with additional requirements, if considered necessary by the Commonwealth to enable the Commonwealth to comply with its legal or accountability obligations in relation to the conduct of any future or current procurement activities.
- 2.3.9 The Service Provider acknowledges and agrees that by entering into a Contract to provide Services it may be excluded for reasons of conflict of interest or probity from subsequently tendering for, or being contracted to perform, other work directly or indirectly related to the Services performed under that Contract.
- 2.3.10 The Service Provider further acknowledges and agrees that the Commonwealth may also apply the exclusion in clause 2.3.9 to Service Provider Personnel and Related Bodies Corporate. The Service Provider undertakes to obtain the acknowledgment and agreement of those persons to this provision.
- 2.3.11 The Service Provider acknowledges and agrees that, for the purposes of this clause 2.3 and the Deed:
- a. whether or not a conflict of interest or other probity reasons exist is a matter to be determined solely by the Commonwealth in its absolute discretion, and
 - b. each determination:
 - (i) shall be final and binding on the parties and not subject to clause 9.1 (Resolution of Disputes); and
 - (ii) shall not under any circumstances give rise to any liability on the part of the Commonwealth to the Service Provider or any third party.

2.4 Post Defence Separation Employment

- 2.4.1 The Service Provider shall ensure that any prospective employee who is a former Defence employee complies with the requirements of Defence APS People Policy, MILPERSMAN, DI Personnel 25-6 – *Conflicts of interest and declarations of interests*, and DI Personnel 25-4 – *Notification of post separation employment*, as applicable.
- 2.4.2 In addition to its obligations under clause 2.3, in relation to the situation described in clause 2.3.5b, the Service Provider shall not, except with the written approval of the Deputy Secretary Capability Acquisition and Sustainment Group (or delegated representative) (DEPSEC CASG), permit a person to perform or contribute to the performance of a Contract if the person:
- a. was an employee or service provider to Defence engaged in the preparation or management of the Contract during the period of 12 months prior to the termination of employment;
 - b. was an employee or service provider to Defence engaged in the selection of the Service Provider during the period of six months prior to termination of employment;
 - c. was an employee or service provider to Defence engaged in the performance of the project or activity to which the Contract relates during the period of six months prior to the termination of employment; or
 - d. in the six months immediately preceding the request for approval, was a Defence employee.
- 2.4.3 The Service Provider must seek the written approval of DEPSEC CASG through the Deed Manager as soon as practicable prior (but not less than 10 working days prior to requiring Deed Manager approval) to submitting a Quotation in response to the relevant RFQTS or

permitting the person to perform or contribute to the performance of the Contract. Having regard to clause 2.4.6 in seeking written approval the Service Provider must provide the following documentation/information (at a minimum) to the Deed Manager with their request (or the request will not be considered):

- a. evidence of approved resignation/discharge/separation date;
- b. if an ADF Member, detail on which Service Category (**SERCAT**) 2 to 5 applies; and
- c. declarations required by DI Personnel 25-4.

2.4.4 DEPSEC CASG shall not unreasonably withhold approval requested under clause 2.4.3. In making his or her decision, DEPSEC CASG may consider:

- a. the character and duration of the engagement, services or work performed by the employee or Service Provider in the period specified in clause 2.4.2;
- b. any information provided by the Service Provider about the character and duration of the services to be performed by the employee or Service Provider under the Contract;
- c. the potential for real or perceived conflicts of interest or probity objections if the employee or Service Provider performs or contributes to the performance of the Contract;
- d. any information provided by the Service Provider concerning any significant effect which withholding approval will have on the employee or Service Provider's employment opportunities or the performance of the Contract; and
- e. the policy set out in the Defence APS People Policy, MILPERSMAN, DI Personnel 25-4 and DI Personnel 25-6, as applicable.

2.4.5 Each restriction created by this clause 2.4 is separate and independent of the other (although they are concurrent in effect).

2.4.6 Without limiting this clause 2.4, for the purposes of delivering Services under this Deed or any Contract, the Service Provider shall not nominate as Specified Personnel, seek to employ, or otherwise engage any person who is:

- a. a Department of Defence Australian Public Service employee; or
- b. a Permanent/Regular Australian Defence Force Member (ie SERCAT 6 or 7); or
- c. a Reserve Australian Defence Force member (ie SERCAT 2 to SERCAT 5 inclusive) who has assisted the Department of Defence (directly or indirectly) in the planning for, or management of, or preparation of the DSS Panel Deed.

2.5 Commonwealth Remedies for Probity Breaches

2.5.1 If the Commonwealth considers that the Service Provider has breached any of its obligations under clause 2.3 or 2.4, the Commonwealth may, in its absolute discretion and without limiting any other rights it has under this Deed, a Contract or at law:

- a. give notice to the Service Provider of the breach, requesting the Service Provider to remedy the breach and to describe the steps that the Service Provider will take (and the dates by which those steps will be taken) so that the breach does not occur again;
- b. take the Service Provider's acts or omissions into account when:
 - (i) evaluating any Quotation submitted by the Service Provider;
 - (ii) reviewing a DSS Service Performance Assessment submitted by the Service Provider; and
 - (iii) undertaking a Panel review and refresh under clause 1.5;
- c. decline to issue any RFQTS to the Service Provider or withdraw any RFQTS from the Service Provider;
- d. suspend the Service Provider for a specified period of time by written notice under clause 9.2.1a; or

- e. terminate this Deed (and any Contract) by written notice of termination under clause 9.3.1b.

3 PROVISION OF THE SERVICES

3.1 Services

- 3.1.1 The Service Provider shall, for the Contract Price for each Contract, provide the Services in accordance with the relevant Contract, and fulfil all other obligations as specified in that Contract.
- 3.1.2 The Service Provider shall:
 - a. ensure that the Services are fit for the purposes provided for in the relevant Contract; and
 - b. perform the Services in accordance with this Deed, the relevant Contract and all applicable laws.
- 3.1.3 The Service Provider warrants that the Service Provider and its Specified Personnel have, and shall continue to have during the Term of the Deed or a relevant Contract, the necessary expertise, skill, experience, capacity and capability required to perform the Services in accordance with a standard of care, skill and diligence that would be exercised by a competent supplier of such services and that the Services shall conform with the requirements of this Deed and the relevant Contract.
- 3.1.4 The Service Provider shall (without affecting its obligations or liabilities under the Deed or a Contract) promptly notify the Commonwealth Representative if the Service Provider becomes aware that it will be unable to provide all or part of the Services as required.

3.2 Specified Personnel

- 3.2.1 The Service Provider shall, in providing Services under a Contract, use the Specified Personnel for those Services.
- 3.2.2 If the Service Provider becomes aware that a Specified Person will or may become unavailable for the performance of Services under a Contract, the Service Provider shall (without limiting its obligations or liabilities under the Deed or a Contract):
 - a. promptly notify the Commonwealth of the impending unavailability; and
 - b. as soon as practicable, nominate a replacement with comparable experience, skills and expertise for the Commonwealth's consideration.
- 3.2.3 The Commonwealth may, at any time, give notice in writing, including reasons, directing the Service Provider to remove a Specified Person, or other personnel from work in respect of the Services if, in the Commonwealth Representative's reasonable opinion, the Specified Person is:
 - a. unable to perform the work for reasons of incapacity or incompetence; or
 - b. not appropriate to perform the work, including for reasons relating to WHS, security, equity and diversity, workplace gender equality, probity, or the relationship between the Commonwealth and the Service Provider.
- 3.2.4 If the Commonwealth gives a notice under clause 3.2.3, the Service Provider shall:
 - a. within the period specified in the notice, remove the Specified Person from the relevant work; and
 - b. as soon as practicable, nominate a replacement with comparable experience, skills and expertise, for Commonwealth consideration.
- 3.2.5 The Service Provider shall not be entitled to any additional payments or any extensions of time under any Contract as a result of:
 - a. any obligation of the Service Provider to remove or replace a person under this clause 3.2 or any failure by the Service Provider to provide a replacement person; or

b. the exercise by the Commonwealth of any right under this clause 3.2.

3.2.6 If the Service Provider is unable to provide a replacement with suitable experience, skills and expertise or in a sufficient time to enable the Service Provider to complete the Services in accordance with the Contract, the Commonwealth may terminate the Contract by written notice of termination under clause 9.3.1b.

3.2.7 If Specified Personnel are required to be replaced during the course of any Contract (whether at the request of the Commonwealth or not), the Service Provider acknowledges and agrees that this does not constitute an act or event that is beyond the reasonable control of the Service Provider in meeting the requirements of the Contract.

3.3 Replacement Services

3.3.1 If the Service Provider does not provide the Services in accordance with the relevant Contract, the Service Provider shall, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth Representative.

3.4 Authorisations

3.4.1 The Service Provider shall, and shall ensure that its Subcontractors:

- a. obtain and maintain, in full force, all Authorisations required for provision of the Services;
- b. provide a copy of any Authorisations to the Commonwealth within 10 Working Days of a request by the Commonwealth; and
- c. ensure that the Services are provided by personnel who hold the necessary Authorisations, and otherwise in accordance with all relevant Authorisations.

3.4.2 The Service Provider shall notify the Commonwealth Representative as soon as practicable after receiving notification of a refusal to grant, or an intent to revoke or qualify, an Authorisation required by the Service Provider to provide the Services.

3.5 Use of Commonwealth Property

3.5.1 The Commonwealth may make Commonwealth Property available to the Service Provider for the purposes of providing Services under a Contract. In providing the Services, the Service Provider:

- a. shall not, and shall ensure that Service Provider Personnel do not, use any Commonwealth Property for any purpose other than:
 - (i) a purpose for which that Commonwealth Property was designed, manufactured, constructed, or as otherwise required by the relevant Contract; and
 - (ii) for the provision of the Services; and
- b. shall not, without the prior written approval of the Commonwealth Representative, transfer possession or control of any Commonwealth Property to any other person, except to the extent reasonably necessary to enable the Service Provider to satisfy an express requirement of the Contract;
- c. shall not create or allow to be created any Security Interest over any Commonwealth Property; and
- d. shall protect all Commonwealth Property from loss or damage, maintain the Commonwealth Property in good order and promptly return the Commonwealth Property to the Commonwealth upon request by the Commonwealth, when the Commonwealth Property is no longer required to provide the Services or otherwise upon the completion or termination of the relevant Contract or the Deed.

4 INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property

- 4.1.1 Ownership of all Intellectual Property created under or in connection with the Deed or a Contract (**Foreground IP**) vests on its creation in the Commonwealth.
- 4.1.2 Nothing in the Deed affects the ownership of pre-existing Intellectual Property, or Intellectual Property created other than as a result of the performance of the Deed or a Contract, in respect of any Deliverables, or that is embodied in, or attaches to, the Services, or is otherwise necessarily related to the functioning or operation of the Services (**Background IP**).

4.2 Service Provider Licence

- 4.2.1 The Service Provider grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all Background IP for Commonwealth purposes.

4.3 Commonwealth Licence

- 4.3.1 The Commonwealth grants to the Service Provider a royalty free, non-exclusive licence in respect of all Foreground IP, including the right to sub-license, for the purpose of enabling the Service Provider to perform its obligations under this Deed or any Contract.
- 4.3.2 If requested by the Commonwealth, the Service Provider shall provide to the Commonwealth a Confidentiality Deed Poll in the form of Attachment H duly executed by the Service Provider and Service Provider Personnel.

4.4 Moral Rights

- 4.4.1 As permitted by law, the Service Provider unconditionally and irrevocably:
- a. consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any Moral Rights in any work that is included in a deliverable or material comprised in any Services provided in connection with this Deed or any Contract, whether occurring before or after a consent is given; and
 - b. waives, and will obtain all other necessary unconditional and irrevocable written waivers of, Moral Rights,
- for the benefit of the Commonwealth, its licensees and anyone authorised by any of them.

4.5 Intellectual Property Warranties

- 4.5.1 The Service Provider warrants the provision of any Services provided in connection with this Deed or any Contract (and the Commonwealth's use of any Deliverable or material developed or supplied under this Deed or any Contract) will not infringe the Intellectual Property or Moral Rights of any person.

5 PRICE AND PAYMENT

5.1 Price and Price Basis

- 5.1.1 Subject to clauses 5.6, 5.7 and 5.8, the maximum Labour Rates that apply to work performed under any Contract on a level of effort or other time and materials basis are set out in Attachment B.
- 5.1.2 The Commonwealth may seek a Quotation and issue an Official Order for a task or work package on the basis of a fixed price. If a fixed price Quotation is sought on a non-competitive basis, the Service Provider may be subject to cost investigation. If the Quotation is sought on a competitive basis, the Commonwealth will not normally seek disclosure by the Service Provider of the basis of its fixed price. However, if the Commonwealth is concerned that any proposed fixed price does not represent value for money, it may seek further information from the Service Provider concerning the basis of its fixed price Quotation. The Service Provider must ensure that any fixed price Quotation is consistent with the CASG Cost Principles.

- 5.1.3 The Contract Price will be as set out in the relevant Official Order and is payable, subject to satisfactory performance of the Services, in accordance with the relevant Contract.
- 5.1.4 The Commonwealth shall be entitled, without limiting any other rights it may have, to defer payment of a claim until the Service Provider has completed, to the satisfaction of the Commonwealth Representative, that part of the Services to which the claim relates.
- 5.1.5 The Contract Price is inclusive of all costs of providing the Services, including Travel, Accommodation and Other Approved Expenses. Without limiting the generality of this, the Contract Price includes:
- a. GST and all taxes, duties and government charges imposed or levied in Australia or overseas;
 - b. remuneration to Service Provider Personnel, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Service Provider or under any award, statute or at common law;
 - c. costs in respect of procuring and maintaining the insurances required under clause 6.2; and
 - d. costs of compliance with all other statutory, award or other legal or contractual requirements with respect to Service Provider Personnel.
- 5.1.6 The Commonwealth is not responsible for any cost or expense incurred by a Service Provider or Service Provider Personnel in complying with this Deed, to the extent that such cost or expense is not otherwise included in a Contract Price for the performance by the Service Provider of a relevant Contract.

5.2 Payment

- 5.2.1 The Service Provider shall submit a claim for payment in accordance with clause 5.3.
- 5.2.2 On receipt of a correctly rendered claim for payment, the Commonwealth Representative shall either:
- a. approve the claim if it is submitted in accordance with clause 5.2.1; or
 - b. reject the claim if it is not submitted in accordance with clause 5.2.1, or on the basis of clause 5.1.4.
- 5.2.3 When a claim is approved under clause 5.2.2a, the Commonwealth shall make payment within 30 days of receipt of the claim.
- 5.2.4 If the Commonwealth Representative rejects the claim under clause 5.2.2b, the Commonwealth Representative shall, within 10 Working Days of receipt of the claim, notify the Service Provider in writing of the need to resubmit the claim and the reasons for rejection, and any action to be taken by the Service Provider for the claim to be rendered correct for payment.
- 5.2.5 Upon receipt of a notice issued pursuant to clause 5.2.4, the Service Provider shall promptly take all necessary steps to make the claim for payment conform to the requirements of the Deed and the relevant Contract and shall submit a revised claim to the Commonwealth Representative when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 5.2.6 If the Commonwealth agrees to accept the Services despite any minor omissions or defects or other non-compliance, the Commonwealth may, after consultation with the Service Provider:
- a. determine a revised Contract Price reflecting the reduction in value for money of the omission, defect or non-compliance (**Reduction Amount**); and
 - b. exercise its rights under clause 9.5 in respect of the Reduction Amount.
- 5.2.7 The Service Provider shall pay its Subcontractors in accordance with the requirements set out in the relevant Subcontract. The Commonwealth may withhold a payment otherwise due to the Service Provider unless the Service Provider provides evidence of payment of

Subcontractors in accordance with the relevant Subcontract, to the satisfaction of the Commonwealth Representative (which may include a statutory declaration duly signed by the Service Provider).

5.3 Claims for Payment

5.3.1 The Service Provider shall be entitled to submit claims for payment in accordance with the Deed and the relevant Contract.

5.3.2 All claims for payment submitted by the Service Provider shall:

- a. subject to clause 5.2.6, be correctly addressed to the invoicing address as detailed in the Official Order, calculated in accordance with the relevant Contract and meet the requirements of the relevant Contract;
- b. be in the form of a valid Tax Invoice;
- c. contain the following information:
 - (i) the title of the Services and the name of the Service Provider's Contract Representative;
 - (ii) Tax Invoice details as required by the Australian Taxation Office *A New Tax System (Goods and Services Tax) Act 1999*;
 - (iii) Defence Purchase Order Number;
 - (iv) Invoice Number;
 - (v) Commonwealth Representative name, telephone number and email address;
 - (vi) Official Order number, description and value of goods/and or services supplied; and
 - (vii) any other requirements included in the relevant Official Order; and
- d. be accompanied by any documentation requested by the Commonwealth Representative in order to establish that the Services meet the requirements of the relevant Contract or that the claim is in accordance with the relevant Contract and the Deed.

5.4 Ownership

5.4.1 Subject to clause 4, ownership of Deliverables, or partially completed Deliverables, shall pass to the Commonwealth upon payment of a claim relating to those Services in accordance with clause 5.

5.4.2 If ownership of the Deliverables vests in the Commonwealth, the Service Provider shall deliver to the Commonwealth all Deliverables remaining in its possession upon expiration or termination of the Deed or Contract.

5.4.3 Notwithstanding any other provision of this Deed, to the extent that the Service Provider's work papers and Deliverables do not contain Commonwealth classified material, the Service Provider may retain one copy of such work papers and Deliverables, which may contain the Commonwealth's Confidential Information, for quality assurance and risk management purposes and shall maintain the confidentiality of any Confidential Information contained in such work papers and Deliverables.

5.5 Travel, Accommodation and Other Approved Expenses

5.5.1 The Service Provider may claim expenses incurred in performing Services in accordance with this clause 5.5. The Service Provider may claim only the following as expenses (**Travel, Accommodation and Other Approved Expenses**):

- a. for each night that the Commonwealth requires and pre-approves in writing, in its absolute discretion, that a Specified Person be located greater than 100km from the Specified Person's normal place of residence for the purposes of providing Services under a Contract:

- (i) accommodation expenses, which shall be reimbursed, up to the relevant maximum per night rate in accordance with Defence non-SES rates (as amended by the Commonwealth from time to time); and
 - (ii) a Per Diem Amount, to cover meals and incidental expenses;
- b. airfare expenses (including reasonable airport parking expenses) which shall be reimbursed if the Commonwealth requires, in its absolute discretion, and pre-approves in writing, that a Specified Person travel for the purposes of a Contract and the distance of such travel is greater than 100km. Domestic airfares will be reimbursed only for economy-class travel. International airfares will be reimbursed in accordance with the relevant Official Order. The Service Provider may propose, and Commonwealth may at its absolute discretion approve, reimbursement of an alternative form of transport;
 - c. local ground transport expenses (including car hire, car parking fees, tolls, petrol, taxis and public transport) which shall be reimbursed up to a reasonable limit that is commensurate with the work performed under a Contract. The Commonwealth, in its absolute discretion, shall define and set such limit and advise the Service Provider accordingly; and
 - d. any disbursement specified as reimbursable by the Commonwealth in the Official Order.

Note to Service Provider: The Commonwealth may approve, in advance, disbursements which will be reimbursed to the Service Provider at cost. Examples of such disbursements might include items such as software licences, training materials, and venue hire as appropriate and if agreed by the Commonwealth.

- 5.5.2 Unless set out in an Official Order, or otherwise agreed with the Commonwealth Representative, if the Service Provider is required to travel under an Official Order, the hours spent travelling are not billable work hours, and do not constitute a reimbursable expense.
- 5.5.3 Unless otherwise agreed by the Commonwealth, the maximum allowable billable hours for each day shall be eight hours (a 'standard work day').
- 5.5.4 The Service Provider shall submit all claims for Travel, Accommodation and Other Approved Expenses on a valid Tax Invoice showing the GST exclusive price, with GST then being charged on the total amount.

5.6 Adjustments

- 5.6.1 The Labour Rates shall be subject to annual adjustment commencing on and from the Initial Adjustment Date to reflect changes in the cost of labour in accordance with clause 5.7.
- 5.6.2 The adjusted Labour Rates shall apply on and from the Initial Adjustment Date, or subsequent applicable annual anniversary (**Adjustment Date**), as the case requires, until the next applicable Adjustment Date. However, unless stated otherwise in an Official Order, the adjustment shall not be applied to a Contract that is extant as at the Adjustment Date (including in relation to any unperformed Services).
- 5.6.3 If a Service Provider is included on the Panel, or a new Skill Set or Skill Level is added for a Panel member, after the Effective Date, there will be no Labour Rate adjustment before the second anniversary of the Inclusion Date applicable to the Service Provider's inclusion on the Panel for the particular Skill Set and/or Skill Level. At the second anniversary of the Inclusion Date of the Service Provider, Labour Rate adjustments shall be calculated using the index number applicable at that date to the next applicable Adjustment Date. Subsequent Labour Rate adjustments shall be in accordance with clauses 5.6.1 and 5.6.2.
- 5.6.4 If the Commonwealth exercises an option to extend the Term under clause 1.2, then the Labour Rates are subject to adjustment in accordance with clauses 5.6 and 5.7.

5.7 Adjustment Formula

- 5.7.1 The Labour Rates are subject to adjustment in accordance with the following formula and index:

$$ALR = EDLR \times \frac{V}{V_0}$$

where:

- ALR = adjusted Labour Rates.
- EDLR = Labour Rates at the Effective Date, or Inclusion Date, or the most recent Adjustment Date, whichever is the later.
- V = the index number for the quarter preceding the quarter containing the applicable Adjustment Date.
- V₀ = the index number for the quarter containing the Initial Adjustment Date, or the first anniversary of the Inclusion Date, or the most recent Adjustment Date, whichever is the later.

5.7.2 The index is as follows:

Description of Index	Table	Group
Wage Price Index, Australia - ABS Catalogue 6345.0 Total hourly rates of pay excluding bonuses: sector by Industry, original	9b Series ID A2638879J	Government Administration and Defence Private Administrative and Support Services

5.7.3 No later than three months after the publication of the indices for an Adjustment Date, the Service Provider shall submit a contract change proposal in accordance with clause 7.1 to update the Labour Rates in Attachment B to reflect the adjustment to the Labour Rates as determined in accordance with clauses 5.6 and 5.7.

5.7.4 No later than three months after the publication of the indices for an Adjustment Date, the Service Provider shall determine if, as a result of the adjustment under clauses 5.6 and 5.7, an adjustment is required to any claim for payment that had been submitted after the Adjustment Date but prior to the date the contract change proposal under clause 5.7.3 takes effect (**Adjustment Payment**). If such Adjustment Payment is to the credit of:

- the Service Provider, then the Service Provider may claim that amount as a separate claim for payment; or
- the Commonwealth, then the Service Provider shall notify the Commonwealth in writing of the amount of the credit.

5.7.5 The Commonwealth shall not be liable for any claims for payment under clause 5.7.4 submitted after the end of the three-month period mentioned in clause 5.7.4.

5.7.6 If an Adjustment Payment calculated in accordance with clause 5.7.4 is to the credit of the Commonwealth, the Commonwealth may recover the amount in accordance with clause 9.5.

5.8 Discrete Rate Review

5.8.1 The Commonwealth may at any time undertake a review of Panel labour rates (including the Labour Rates of the Service Provider) for any particular Skill Set or Skill Level. If the Commonwealth reasonably considers that there has been a material change in market pricing for that Skill Set or Skill Level, the Commonwealth may (as a result of such a rate review), increase or decrease the relevant rate in accordance with market value as reasonably determined by the Commonwealth, and notify the relevant Panel members accordingly. The revised rates will apply only for a period of 12 months, after which the rates will, subject to any additional rate review, revert to the pre-review pricing.

5.9 Late Payments

- 5.9.1 Late Payments will be addressed in accordance with the *Commonwealth's Supplier Pay On-Time or Pay Interest Policy* which can be found at <https://www.finance.gov.au/resource-management/spending/pay-on-time-policy/> as amended from time to time.

6 INDEMNITY, INSURANCE AND LIABILITY**6.1 Indemnity**

- 6.1.1 The Service Provider shall indemnify the Commonwealth and its employees and officers in respect of any Loss in connection with:
- a. the death, personal injury, disease or illness of any employee or officer of the Service Provider in relation to this Deed or a Contract;
 - b. the death, personal injury, disease or illness of any other person or the loss of or damage to any property arising out of or as a consequence of a Service Provider Default;
 - c. an infringement, or alleged infringement, of Intellectual Property rights (including Moral Rights) arising out of or as a consequence of an activity permitted or purportedly permitted by or under a licence or assignment of Intellectual Property rights under or referred to in this Deed or a Contract; and
 - d. a breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Service Provider or Service Provider Personnel.
- 6.1.2 The liability of the Service Provider under clause 6.1.1 shall be reduced to the extent that the Service Provider demonstrates that the Loss arose out of, or as a consequence of, a Commonwealth Default.
- 6.1.3 The Service Provider shall release the Commonwealth and its employees and officers in respect of any liability for Loss referred to in clause 6.1.1, except to the extent that the Service Provider demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.
- 6.1.4 The Commonwealth holds the benefit of each indemnity given in favour its employees and officers (each a 'protected person') under clause 6.1.1 on trust for the protected person.
- 6.1.5 The Commonwealth may recover from the Service Provider an amount under an indemnity given by the Service Provider before the Commonwealth makes a payment in respect of such amount.

6.2 Insurance

- 6.2.1 The Service Provider shall procure and maintain:
- a. workers compensation insurance or registration as required by law; and
 - b. the insurances specified in the Details Schedule as may be modified or supplemented by insurances specified in an Official Order (if any).

6.3 Liability

- 6.3.1 Subject to any legislative scheme in force that limits the liability of the Service Provider, the liability of the Service Provider shall be determined in accordance with the law determined by the High Court of Australia.
- 6.3.2 Despite clause 6.3.1, the Service Provider is not liable to pay compensation or damages under or in relation to this Deed or a Contract, or make a payment under an indemnity in this Deed, for Loss resulting from damage to reputation or exemplary or punitive damages incurred by the Commonwealth or diminished revenue, profits or business opportunity suffered by the Commonwealth.

7 DEED MANAGEMENT

7.1 Change to the Deed or any Contract

- 7.1.1 Either party may propose a change to the Deed or any Contract. The Deed will be changed if the change is in writing and signed by the Deed Manager and the Service Provider.
- 7.1.2 A Contract will be changed if the change is in writing and signed by the Commonwealth Representative and the Service Provider.
- 7.1.3 A change to the Deed or any Contract takes effect on the date on which the change is signed by the parties in accordance with clause 7.1.1 or 7.1.2 or, if signed on separate days, the date of the last signature.
- 7.1.4 The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the work or expenditure is in accordance with a Contract or a change to a Contract in accordance with this clause 7.1.

7.2 DSS Panel Business Rules

- 7.2.1 The Commonwealth may establish business rules concerning the administration of the Panel (**DSS Panel Business Rules**). If DSS Panel Business Rules are established, the Commonwealth will promulgate them to all Panel members. The Commonwealth may amend the DSS Panel Business Rules from time to time, and any amendments will be promulgated to all Panel members.
- 7.2.2 The Service Provider shall comply with the DSS Panel Business Rules.

7.3 Reporting

- 7.3.1 The Service Provider shall provide a written report to the Commonwealth every six months (with the first report due at Effective Date plus six months), which includes:
- a. confirmation as to whether the Service Provider has, and (if applicable) its Subcontractors have, complied with all obligations under the Deed and all Contracts;
 - b. confirmation as to whether the Service Provider is a Small Business;
 - c. details of the Subcontractors (if any) used by the Service Provider in the delivery of Services during the relevant period, including:
 - (i) the names and ACN/ABN of each Subcontractor;
 - (ii) names of Subcontractor Specified Personnel;
 - (iii) whether the Subcontractor is a Small Business;
 - (iv) the number of full time equivalent (**FTE**) employees of the Subcontractor (which category the Subcontractor is), being:
 - 1) 4 or less FTE employees;
 - 2) 5 - 19 FTE employees;
 - 3) 20 - 99 FTE employees;
 - 4) 100 - 199 FTE employees; or
 - 5) 200 or more FTE employees;
 - (v) whether the Subcontractor is an 'Indigenous enterprise' (see clause 8.4.2);
 - (vi) the dollar amount of the Service Provider's DSS Panel related income that has flowed through to the Subcontractor;
 - d. a completed performance assessment iaw with attachment G for all ongoing Contracts and Contracts completed within the relevant period (see clause 7.4); and
 - e. any other information required by the DSS Panel Business Rules or otherwise reasonably required by the Deed Manager.
- 7.3.2 The written report referred to in clause 7.3.1 shall be in a form acceptable to the Commonwealth.

7.4 Performance Management

- 7.4.1 In relation to each Contract, the Service Provider shall:
- a. self-assess its performance in delivering the Services against the Performance Management Framework set out in Attachment G, in the form provided by the Commonwealth; and
 - b. submit the completed performance Assessment to the Commonwealth as required by clause 7.3.1d.
- 7.4.2 The Service Provider's performance assessment will be subject to review by the Commonwealth Representative to determine whether the assessment reasonably represents the performance of the Service Provider in relation to the relevant Contract.
- 7.4.3 The Commonwealth may request further information from the Service Provider to support its self-assessment and the Service Provider shall supply that further information in a timely manner.
- 7.4.4 If the Commonwealth does not agree with the Service Provider's performance assessment it shall notify the Service Provider in writing of the reasons for, and the extent of, any changes required to be made in the assessment.
- 7.4.5 If, in relation to any Contract, the Commonwealth considers that Service performance Assessment is less than "As Contracted" then, without limiting the parties' other rights and obligations under the Deed or the Contract, the parties shall meet as soon as practicable to discuss the performance and options for resolution of the matter.
- 7.4.6 The Commonwealth is not obliged to rely upon the Service Provider's performance assessment for a period, and may substitute its own reasonable assessment, when considering the Service Provider's performance under a Contract, conducting a review of the Panel in accordance with clause 1.5, and issuing any future RFQTS.

7.5 Waiver

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

7.6 Confidential Information

- 7.6.1 If, in connection with the Deed or any Contract, Confidential Information is provided or produced by any person, the relevant party shall ensure that any person receiving or producing the information protects the confidential nature of the information except:
- a. if required by law or statutory or portfolio duties, or required for public accountability reasons, including following a request by parliament or a parliamentary committee; or
 - b. to the extent that the Commonwealth would be prevented from exercising any of its Intellectual Property rights under the Deed or any Contract.
- 7.6.2 If it is necessary to disclose Confidential Information, provided or produced by or on behalf of the other party, to a third party, other than a legal adviser, insurer, financier, auditor, or for a purpose within an exception listed in clause 7.6.1, the party wishing to make the disclosure shall obtain the written consent of the other party to the Deed.
- 7.6.3 If the Commonwealth considers it necessary to disclose Confidential Information provided or produced by or on behalf of the Service Provider, to a third party for a purpose within the exception mentioned in clause 7.6.1b, the Commonwealth will obtain a written undertaking in the form set out in Attachment H from the third party prior to the disclosure of the Confidential Information.
- 7.6.4 The Service Provider shall, if required by the Commonwealth, ensure that Service Provider Personnel engaged in the performance of a Contract give a written undertaking in the form set out in Attachment H, or in another form required by the Commonwealth, prior to the disclosure of Confidential Information.

- 7.6.5 The parties agree that the Labour Rates, and the rates for labour in any Quotation or agreed in any Contract (but not the Contract Price), are Confidential Information for the relevant party.
- 7.6.6 The Service Provider shall not, in marking information supplied to the Commonwealth, misuse the term 'Confidential Information' or the Service Provider's equivalent. The marking of information as 'Confidential Information' or equivalent is not determinative as to whether the information is Confidential Information for the purposes of the Deed.
- 7.6.7 The Service Provider agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- a. a demand by the Commonwealth; or
 - b. the time the documents and other material are no longer required for the purposes of the Deed or any Contract.
- 7.6.8 If the Commonwealth makes a demand under clause 7.6.7, and the Service Provider has placed or is aware that documents containing the Confidential Information are beyond its possession or control, then the Service Provider shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 7.6.9 The Service Provider, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contains or relates to any Confidential Information.
- 7.6.10 Return or destruction of the documents referred to in this clause 7.6 does not release the Service Provider from its obligations under the Deed or any Contract.

7.7 Assignment and Novation

- 7.7.1 Neither party may, without the written consent of the other, assign in whole or in part, its rights under the Deed or any Contract.
- 7.7.2 If the Service Provider proposes to enter into any arrangement that will require the novation of the Deed or any Contract, it shall notify and seek the consent of the Deed Manager at least 15 Working Days prior to the proposed novation.

7.8 Negation of Employment and Agency

- 7.8.1 The Commonwealth engages the Service Provider to provide the Services under this Deed as an independent contractor and not as the Commonwealth's agent or employee.
- 7.8.2 Except as set out in a Contract, the Service Provider has no authority to bind the Commonwealth or act on the Commonwealth's behalf at any time. The Service Provider is not entitled to any benefit from the Commonwealth usually attributable to an employee.
- 7.8.3 Except as set out in a Contract, the Service Provider shall not represent itself, and shall ensure that its personnel and Subcontractors do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 7.8.4 Without limiting clause 7.8.1, the Service Provider shall clearly identify itself, and shall ensure that Service Provider Personnel clearly identify themselves, as a contractor to the Commonwealth when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services (except as approved by the Commonwealth in writing).
- 7.8.5 Neither the Service Provider nor Service Provider Personnel are, by virtue of the Deed or any Contract, taken to be an employee, partner or agent of the Commonwealth.

7.9 Commonwealth Access

- 7.9.1 During the Term, or during the performance of any Contract created under the Deed, the Deed Manager or Commonwealth Representative (as applicable), or any person authorised by the Deed Manager or the Commonwealth Representative, may reasonably require (including giving reasonable notice in the circumstances), and the Service Provider must

permit, access to the Service Provider's premises, relevant personnel, and access to any of its records or accounts relevant to or impacting on the performance of work under the Deed or any Contract. The Commonwealth may copy any records or accounts for the purposes of the Deed or any Contract.

- 7.9.2 Without limiting clause 7.9.1, the Service Provider acknowledges and agrees that:
- a. the Auditor-General has the power under the *Auditor-General Act 1997* (Cth) to conduct audits (including performance audits) of the Service Provider and Subcontractors in relation to the Contract;
 - b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Contract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and
 - c. the Deed Manager or Commonwealth Representative may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts for the purposes of clause 7.9.1.
- 7.9.3 If the Service Provider enters into a Subcontract in accordance with clause 7.10, the Service Provider shall ensure the Subcontract requires the Subcontractor to give the Deed Manager or Commonwealth Representative, and any person authorised by the Deed Manager or Commonwealth Representative, access to Subcontractor's premises, relevant personnel, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy.

7.10 Subcontracts

- 7.10.1 The Service Provider is required to provide the details for all Subcontractors engaged to provide Services under a Contract in accordance with clause 7.3.
- 7.10.2 Subcontracting the whole or part of the Service Provider's obligations under the Deed or a Contract does not relieve the Service Provider from its obligations under the Deed or the Contract.
- 7.10.3 Without limiting clause 7.10.1, the Service Provider shall make available to the Commonwealth the details (company name, address and ABN) of all Subcontractors engaged to provide the Services under the Deed or a Contract, if requested by the Deed Manager or Commonwealth Representative. The Service Provider acknowledges that the Commonwealth may be required to disclose such information.
- 7.10.4 Without limiting the Service Provider's obligations under the Deed or a Contract, the Service Provider shall ensure that all provisions that will enable both the Service Provider and the Commonwealth to meet their obligations under this Deed or a Contract are included in any Subcontract, including any obligations specifically required under the Deed or Contract.
- 7.10.5 The Service Provider shall not enter into a Subcontract for any Contract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

7.11 Defence Security

- 7.11.1 If the Service Provider requires access to any Commonwealth Premises under the control or responsibility of Defence, the Service Provider shall:
- a. comply with any security requirements (including those contained in the Defence Security Manual (**DSM**)) notified to the Service Provider by the Deed Manager or Commonwealth Representative from time to time; and
 - b. ensure that its personnel, and Subcontractors and their personnel, are aware of and comply with the Commonwealth's security requirements.
- 7.11.2 The Service Provider shall:
- a. ensure that its personnel, and Subcontractors and their personnel, undertake any security checks, clearances or accreditations as required by the Commonwealth;
 - b. promptly notify the Commonwealth Representative and the relevant Commonwealth sponsor of the clearance, of any changes to circumstances which may affect the

Service Provider's capacity to provide Services in accordance with the Commonwealth's security requirements; and

- c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.

7.11.3 With respect to security classified information, the Service Provider shall:

- a. ensure that no security classified information furnished or generated under the Deed or any Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Deed Manager or Commonwealth Representative;
- b. promptly report to the Commonwealth Representative any security incident, as defined by the DSM, including instances in which it is known or suspected that security classified information furnished or generated under the Deed or any Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
- c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Part 2:33 of the DSM.

7.11.4 If the Service Provider breaches any of its obligations under this clause 7.11, the Commonwealth may terminate this Deed (and any Contract) by written notice of termination under clause 9.3.1b.

7.12 Access to the Defence Protected Network (DPN) and Defence Secret Network (DSN)

7.12.1 Subject to clause 7.11, the Service Provider may be provided access to the DPN and DSN to facilitate its performance of the Services.

7.12.2 The Service Provider shall not:

- a. connect or in any other way attach any non-accredited equipment to the DPN or DSN; or
- b. access the DPN or DSN for any purpose other than to the extent necessary for the purpose of performing its obligations under a Contract.

7.12.3 The Service Provider shall comply with all Commonwealth directions and instructions relating to DPN and DSN security requirements.

7.12.4 The Service Provider shall take all reasonable steps to ensure that any use of the DPN or DSN under a Contract does not damage, interfere with or otherwise compromise the DPN or DSN, or any information contained within it.

7.12.5 The Service Provider shall not establish any interface between the DPN, or DSN, and any information system owned or controlled by the Service Provider, or by a third party, without the prior written consent of the Commonwealth Representative.

7.13 Deed Manager and Commonwealth Representative

7.13.1 The Deed Manager is responsible for administering the Deed on behalf of the Commonwealth. The Service Provider shall comply with all reasonable directions of the Deed Manager made within the scope of the administration of the Deed. If given orally, a direction shall be confirmed in writing within 10 Working Days. Unless otherwise specified in the Deed, the Deed Manager shall have no authority to waive, amend or vary any provision of, or release the Service Provider from, its obligations under the Deed except in accordance with clause 7.1.1.

7.13.2 The Commonwealth Representative nominated under any Official Order is responsible for administering the relevant Contract on behalf of the Commonwealth. The Service Provider shall comply with all directions of the Commonwealth Representative in relation to the administration of that Contract. If given orally, a direction shall be confirmed in writing within 10 Working Days. The Commonwealth Representative has no authority to waive, amend or

vary the terms and conditions under which that Contract is administered unless in accordance with clause 7.1.2.

- 7.13.3 The Service Provider is not to respond to any directions in relation to an RFQTS or Official Order unless those directions are issued by the Commonwealth Representative or Deed Manager.

7.14 Service Provider Representative and Service Provider's Contract Representative

- 7.14.1 The Service Provider Representative is responsible for administering the Deed on behalf of the Service Provider. The Service Provider Representative shall consult with the Deed Manager regarding the administration of the Deed.
- 7.14.2 The Service Provider's Contract Representative nominated by the Service Provider and identified in the Official Order shall be responsible for administering the relevant Contract on behalf of the Service Provider, with full authority to act on behalf of the Service Provider in relation to that Contract.
- 7.14.3 The Service Provider Representative and the Service Provider's Contract Representative may be the same person.

7.15 Notices

- 7.15.1 Any notice or communication under the Deed (but not a Contract) is effective if it is in writing, signed and delivered to the Deed Manager or the Service Provider Representative, as the case may be, in accordance with the details set out in the Details Schedule.
- 7.15.2 Any notice or communication under a Contract is effective if it is in writing, signed and delivered to the Commonwealth Representative or the Service Provider's Contract Representative, as the case may be, in accordance with the details set out in the Official Order.
- 7.15.3 A notice given in accordance with this clause 7.15 is deemed to be delivered:
- a. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
 - b. if hand delivered, when received at the address, or by the addressee if sooner; or
 - c. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient.

however if the receipt or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

8 POLICY AND LAW

8.1 Governing Law

- 8.1.1 The laws of the jurisdiction specified in the Details Schedule shall apply to the Deed and any Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Deed or any Contract.

8.2 Compliance with Laws

- 8.2.1 The Service Provider shall, in the performance of the Deed or any Contract, comply with and ensure its personnel, Subcontractors and their personnel comply with the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of a Contract is to be carried out.
- 8.2.2 The Service Provider shall provide to the Commonwealth Representative within 10 Working Days after a request by the Commonwealth written confirmation that, to the best of the Service Provider's knowledge and based on reasonable enquiries undertaken by the Service Provider, the Service Provider and its personnel, and Subcontractors and their personnel, are compliant with all laws (including applicable foreign laws) regarding the offering of unlawful inducements in connection with the performance of the Deed and any Contract and

Subcontracts.

8.3 Proportionate Liability Laws

- 8.3.1 The parties agree that, to the extent permitted by law, the provisions of a Contract:
- a. are express provisions for their rights, obligations and liabilities with respect to matters to which a Proportionate Liability Law applies; and
 - b. exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with the Proportionate Liability Law.

8.4 Policy Requirements

- 8.4.1 The Service Provider shall (without limitation) comply with, and require Service Provider Personnel to comply with, the following Commonwealth and Defence policies of general application relevant or applicable to the Deed or any Contract:
- a. Conflicts of interest; Gifts, hospitality and sponsorship; Notification of post separation employment; Management and reporting of unacceptable behaviour; Reporting and management of notifiable incidents; and Incident recording policies, as detailed in DI Personnel 25-6, DI Personnel 25-7, DI Personnel 25-4, DI Personnel 35-3 and DI Administrative 45-2;
 - b. Work Health and Safety; Hazardous Substances; Defence Environmental; Ozone Depleting Substances and Synthetic Greenhouse Gases; Public Interest Disclosure and Workplace Gender Equality policies (electronic copies of relevant Commonwealth Defence policies and related documents are available on the internet);
 - c. Company Score Card policy
<http://www.defence.gov.au/casg/doingbusiness/industry/industryprograms/performanceexchange/corecard/default.aspx> ; and
 - d. Defence Stocktaking and Assurance Checking policy as detailed in DEFLOGMAN Part 2 Volume 5.
- 8.4.2 In the performance of this Deed, the Service Provider shall use best endeavours to increase its purchasing from Indigenous enterprises, and employment of Indigenous Australians. For this clause, 'Indigenous enterprise' has the meaning given by the Commonwealth's Indigenous Procurement Policy (IPP) which can be found at <https://www.dpmc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy> as amended from time to time. Supply Nation maintains a list of enterprises that meet the definition of 'Indigenous enterprise' (www.supplynation.org.au).
- 8.4.3 If a Contract under this Deed is a High Value Contract within the meaning of the IPP, the mandatory minimum requirements for Indigenous participation may apply.
- 8.4.4 The Service Provider shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).
- 8.4.5 The Commonwealth will not enter into a Contract under this Deed with a Service Provider that is non-compliant under the WGE Act.
- 8.4.6 If the Service Provider becomes non-compliant with the WGE Act during the Term of the Deed, the Service Provider shall notify the Deed Manager.
- 8.4.7 If, during the Term of this Deed, the Service Provider has a judicial decision against it (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to employee entitlements where the resulting order has not been satisfied, the Service Provider shall promptly notify the Deed Manager.
- 8.4.8 The Commonwealth will not enter into a Contract with a Service Provider that has a judicial decision against it (including overseas jurisdictions but excluding judgements under appeal or instances where the period for appeal or payment/settlement has not expired) relating to employee entitlements where any resulting order has not been satisfied.

8.5 Work Health and Safety (WHS)

8.5.1 The Commonwealth and the Service Provider:

- a. shall, where applicable, comply with, and the Service Provider shall ensure that all Subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Service Provider or the Subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Service Provider or the Subcontractor (as the case may be), has a WHS duty under the WHS Legislation in relation to the same matter; and
- b. acknowledge that they have a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of:
 - (i) Commonwealth Personnel;
 - (ii) Service Provider Personnel; and
 - (iii) other persons,
 in connection with the Services.

8.5.2 The Service Provider represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Deed and any Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the applicable WHS Legislation.

8.5.3 The Service Provider shall:

- a. provide the Services in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Services (such as in relation to testing or auditing); and
- b. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop the Services,

without the Commonwealth or Commonwealth Personnel contravening any legislation relating to WHS including the applicable WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in the Deed or any Contract.

8.5.4 Without limiting the Service Provider's obligations under the Deed or any Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Service Provider shall, in connection with or related to the Services, provide, and shall use its reasonable endeavours to ensure that a Subcontractor provides, to the Commonwealth Representative within 10 Working Days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Service Provider or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

8.5.5 Subject to clause 7.11 and any relevant foreign government restrictions, the Commonwealth shall provide to the Service Provider in a timely manner any information or copies of documentation reasonably requested by the Service Provider and held by the Commonwealth to enable the Service Provider to comply with its obligations under the applicable WHS Legislation in relation to the Deed or any Contract.

8.5.6 To the extent not inconsistent with the express requirements of the Deed or any Contract, the Commonwealth Representative may direct the Service Provider to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the provision of the Services. The Service Provider shall comply with the direction unless the Service Provider demonstrates to the reasonable satisfaction of the Commonwealth

- Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.
- 8.5.7 The Service Provider shall not use ACM in providing the Services and shall not take any ACM onto Commonwealth Premises in connection with providing the Services.
- 8.5.8 Unless the Commonwealth Representative otherwise agrees in writing, the Service Provider shall:
- a. ensure that any deliverable provided to the Commonwealth in connection with the Services does not contain a Problematic Substance; and
 - b. not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Services.
- 8.5.9 Where the Commonwealth Representative agrees that a deliverable may contain a Problematic Substance or that the Service Provider may use, handle or store a Problematic Substance on Commonwealth Premises, the Service Provider shall ensure that:
- a. full details of the Problematic Substances are provided to the Commonwealth Representative in the format of a Safety Data Sheet (**SDS**), except where the applicable SDS exists within the [Australian ChemAlert](#) database and the Service Provider identifies that SDS to the Commonwealth Representative by reference to its unique record within that database; and
 - b. the Problematic Substance is correctly labelled and packaged (including to clearly identify the nature of the substance and its associated hazards) in accordance with Australian legislative and regulatory requirements, and that all documentation supporting the Services clearly identifies the nature of the substance and its associated hazards.
- 8.5.10 If a Notifiable Incident occurs in connection with work carried out under the Deed or any Contract:
- a. on Commonwealth Premises;
 - b. which involves Commonwealth Personnel; or
 - c. which involves a Commonwealth specified system of work,
- the Service Provider shall:
- d. immediately report the incident to the Commonwealth;
 - e. promptly provide the Commonwealth with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
 - f. provide the Commonwealth with such other information as may be required by the Commonwealth to facilitate the notification to, or investigation by, the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AE527 (as amended or replaced from time to time)) or be provided using the DPN Sentinel Event Kiosk (if applicable); and
 - g. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.
- 8.5.11 From time to time the Commonwealth may advise the Service Provider of hazards to health and safety that have been identified at, or in the proximity of, Commonwealth Premises where Service Provider Personnel may be working.
- 8.5.12 On receipt of advice from the Commonwealth under clause 8.5.11, the Service Provider shall undertake necessary risk assessments, identify control measures and advise Service Provider Personnel of the hazards and risks and relevant control measures.

- 8.5.13 If the Service Provider breaches any of its obligations under this clause 8.5, the Commonwealth may terminate this Deed (and any Contract) by written notice of termination under clause 9.3.1b.

8.6 Severability

- 8.6.1 If any part of the Deed or any Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed or any Contract, as applicable, shall not be affected and shall be read as if that part had been severed.

8.7 Privacy

- 8.7.1 The Service Provider shall:
- a. if it obtains Personal Information in the course of performing the Deed or any Contract, use or disclose that Personal Information only for the purposes of the Deed or that Contract subject to any applicable exemptions in the *Privacy Act 1988* (Cth);
 - b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 8.7.2 The Service Provider shall notify the Commonwealth as soon as reasonably practicable if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 8.7, whether by the Service Provider, Subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Deed or any Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Deed or any Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner (appointed under the *Australian Information Commissioner Act 2010* (Cth)).
- 8.7.3 The Service Provider shall ensure that Service Provider Personnel who deal with Personal Information for the purposes of the Deed or any Contract are aware of, and comply with, this clause 8.7.

9 DISPUTES AND TERMINATION

9.1 Resolution of Disputes

- 9.1.1 If a dispute arising between the Commonwealth and the Service Provider cannot be settled by negotiation (including negotiation between senior management of the parties) within 30 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 9.1.2 Subject to clause 9.6, the parties shall continue to perform under the Deed and any Contract when there is a dispute.

9.2 Suspension of Service Provider for Non-Performance

- 9.2.1 The Commonwealth may, in its absolute discretion, suspend the Service Provider from the Panel for a specified period of time, by written notice, if:
- a. the Service Provider does not comply with an obligation under this Deed in relation to which the Deed provides that a notice of suspension may be given;
 - b. the Service Provider has regularly failed to meet other obligations under the Deed or one or more Contracts;
 - c. the Service Provider's DSS Service Performance is regularly assessed as less than "As Contracted" with respect to any one or more Contracts; or

- d. the Service Provider has regularly not responded to RFQTSs issued to it, without reasonable justification.

9.2.2 If the Commonwealth suspends the Service Provider under this clause 9.2, the Commonwealth is not liable for any costs, expenses or loss of profit incurred or suffered by the Service Provider that may be attributable to the suspension.

9.3 Termination for Service Provider Default

9.3.1 The Commonwealth may, in addition to any other right or remedy it may have, immediately terminate the Deed or any Contract by notice in writing to the Service Provider, if:

- a. an Insolvency Event occurs;
- b. the Service Provider commits any breach for which the Deed or any Contract provides a notice of termination for Default may be given;
- c. the Service Provider fails to take action to remedy a Default by the Service Provider of another obligation to be performed or observed under the Deed or any Contract within 10 Working Days of being given notice in writing by the Deed Manager or the Commonwealth Representative to do so or, if action is taken within 10 Working Days, the Service Provider fails to remedy the Default within the period specified in the notice; or
- d. the Service Provider fails to obtain or maintain any Authorisation required to enable it to comply with its obligations under the Deed or any resultant Contract, except to the extent that the failure was outside the Service Provider's reasonable control.

9.3.2 If the Deed or a Contract is terminated under this clause or otherwise:

- a. the Service Provider shall deliver to the Commonwealth, as required by the Commonwealth and subject to clause 5.4.3, all documents in its possession, power or control or in the possession, power or control of the Service Provider Personnel, which contain or relate to any Confidential Information or which are security classified;
- b. subject to clause 9.6, the parties shall be relieved from future performance, in respect of the Deed or the Contract, without prejudice to any right of action that has accrued at the date of termination;
- c. rights to recover damages shall not be affected;
- d. the Service Provider shall deliver to the Commonwealth the Technical Data for Services provided prior to the date of termination, within 30 days of receipt of the notice of termination, or other period agreed by the parties;
- e. the Service Provider shall return to the Commonwealth all Commonwealth Property in its possession, power or control, or in the possession, power or control of any Service Provider Personnel; and
- f. the Service Provider shall return, or in the case of digital computerised data—permanently delete, any other material in its possession, power or control or in the possession, power or control of the Service Provider Personnel that relates to the Contract or Deed it ought to reasonably know the Commonwealth would seek to be returned or permanently deleted if the Commonwealth were made aware of the existence of the material.

9.4 Termination, Reduction or Suspension for Convenience

9.4.1 In addition to any other rights it has under the Deed or any Contract, the Commonwealth may at any time terminate, reduce the scope of, or suspend the Deed or any Contract by notifying the Service Provider in writing.

9.4.2 If the Deed Manager or Commonwealth Representative issues a notice under clause 9.4.1, the Service Provider shall:

- a. stop, reduce or suspend work in connection with any current Contracts in accordance with the notice;
- b. comply with any directions given to the Service Provider by the Commonwealth; and

- c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, reduction or suspension, including those arising from affected Subcontracts.

9.4.3 The Commonwealth shall only be liable for:

- a. payments under the payment terms of the Contract for work conducted before the date the termination, reduction or suspension takes effect; and
- b. any reasonable costs incurred by the Service Provider that are directly attributable to the termination, reduction or suspension of the Contract,

if the Service Provider substantiates these amounts to the satisfaction of the Commonwealth.

9.4.4 The Service Provider shall not be entitled to any profit anticipated on any part of the Contract terminated, reduced or suspended for convenience, or to make any other claim (at law or in equity) arising out of or in connection with the termination, reduction or suspension (except as set out in clause 9.4.3).

9.5 Right of Commonwealth to Recover Money

9.5.1 Without limiting the Commonwealth's other rights or remedies under the Deed or any Contract or at law, if the Service Provider owes any debt to the Commonwealth in relation to the Deed or any Contract (including any amount paid to it under a Contract to which the Service Provider is not entitled), the Commonwealth may do one or both of the following:

- a. deduct the amount of the debt from payment of any claim; or
- b. give the Service Provider written notice of the existence of a debt recoverable which shall be paid by the Service Provider within 30 days of receipt of notice.

9.5.2 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Service Provider shall pay to the Commonwealth interest at the General Interest Charge Rate current at the date the payment was due for each day the payment is late.

9.6 Survivorship

9.6.1 Any provision of the Deed or any Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Deed or any Contract and any rights arising on termination or expiration shall survive, including provisions relating to Confidential Information, Privacy, Intellectual Property, the Right of Commonwealth to Recover Money, Defence Security and any warranties, licences or indemnities given under the Deed or any Contract.

9.7 Service Provider Right of Withdrawal from Panel

9.7.1 Without limiting any rights or obligations of the parties under the Deed or any Contract (including the obligation to fulfil any extant Contract that may exist at the relevant time), the Service Provider may at any time elect, by written notice to the Deed Manager, to withdraw from the Panel, in which case the Deed terminates and clause 9.3.2 applies.

10 GLOSSARY AND INTERPRETATION

10.1 Interpretation

10.1.1 In the Deed and in any Contract, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of the Deed or any Contract;
- b. the singular includes the plural and vice-versa;
- c. a reference to one gender includes the others;
- d. a reference to a person includes a body politic, body corporate or a partnership;

- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar 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 specified at the Details Schedule and updated from time to time, 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 assignees, including any person to whom that party novates any part of the Deed or any Contract.

10.1.2 All information provided as part of the Services under the Deed and any Contract shall be written in English. Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth) or, if Services are imported, units of measurement as agreed by the Deed Manager specified in the Details Schedule.

10.2 Entire Agreement

10.2.1 To the extent permitted by law, the Deed, and each 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.

10.3 Precedence of Documents

10.3.1 If there is any inconsistency between the terms of any documents that form part of the Deed, a descending order of precedence shall be accorded to:

- a. the Conditions of Deed (including the Details Schedule);
- b. the Attachments to the Conditions of Deed;
- c. any document incorporated by express reference as part of the Deed,

so that the term in the higher ranked document, to the extent of the inconsistency, shall prevail.

10.4 Definitions

Term	Definition
ACM ('Asbestos Containing Material')	has the meaning given in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
ADF Reserve	means a member of the Australian Defence Force Reserves as defined in the <i>Defence Act 1903</i> (Cth) in Service Categories 2 to 5 as defined in the ADF Total Workforce Model.
ADF Member	means a member of the Australian Defence Force as defined in the <i>Defence Act 1903</i> (Cth) in Service Categories 6 and 7 as defined in the ADF Total Workforce Model.
Adjustment Date	has the meaning given by clause 5.6.2.

Term	Definition
Auditor-General	has the same meaning as in the <i>Auditor-General Act 1997</i> (Cth).
Authorisation	means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described) required by law and necessary for the provision of the Services.
Background IP	has the meaning given by clause 4.1.2.
CASG Cost Principles	means the CASG Cost Principles available on the Department of Defence website as updated from time to time.
Commonwealth Personnel	means any officers, employees or agents of the Commonwealth.
Commonwealth Premises	means any of the following that is owned or occupied by the Commonwealth: <ul style="list-style-type: none"> a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, vessel or aircraft.
Commonwealth Property	means property of any kind (including GFM and Confidential Information of the Commonwealth), owned or leased by, or in the possession of, the Commonwealth, as the case requires.
Commonwealth Representative	in relation to a Contract, means the person appointed by the Commonwealth to perform that role for the Contract.
Conditions of Deed	means the terms and conditions contained in this Deed.
Confidential Information	means information (whether or not owned by the Commonwealth) that meets all of the following criteria: <ul style="list-style-type: none"> a. is specifically identified in an Official Order or the Deed; b. is commercially sensitive; c. disclosure would cause unreasonable detriment to the owner of the information or another party; and d. was provided with an express or implied understanding that it would remain confidential, but does not include information which: <ul style="list-style-type: none"> a. is or becomes public knowledge other than by breach of the Deed or any Contract; b. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or c. has been independently developed or acquired by the receiving party.
Contract	means the enforceable contract that is created when an Official Order is placed under the Deed.
Contract Price	means the amount payable by the Commonwealth under a Contract made pursuant to the Deed, excluding any interest payable under clause 5.9.
day	means a calendar day.
Deed	means the Conditions of Deed, any attachments and any document expressly incorporated as part of the Deed.

Term	Definition
Default	<p>means any of the following:</p> <ul style="list-style-type: none"> a. a breach of an express or implied provision of the Deed or a Contract by a party to the Deed or Contract; and b. a breach of a general law duty or an applicable law in relation to the Deed or a Contract by any of the following: <ul style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; and (ii) the Service Provider or Service Provider Personnel. <p>A breach of a general law duty or an applicable law by Commonwealth Personnel is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Service Provider Personnel is taken to be a Default by the Service Provider.</p>
Deed Manager	<p>means the representative of the Commonwealth specified in the Details Schedule, or such other person as notified to the Service Provider by the Commonwealth in writing from time to time who is responsible for managing this Deed on behalf of the Commonwealth.</p>
Defence	<p>means the Department of Defence, including the Australian Defence Force.</p>
Defence Purposes	<p>means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peacekeeping and emergency aid to the civil community, and purposes that are necessary or incidental to that purpose.</p>
Deliverable(s)	<p>means any service, information, document, hardware, software or other thing which is, or is required by the Deed or a Contract to be, delivered or provided by the Service Provider or Service Provider Personnel to the Commonwealth or its agents in the course of the performance of the Services.</p>
Details Schedule	<p>means the Details Schedule located at the beginning of this Deed.</p>
document	<p>includes:</p> <ul style="list-style-type: none"> a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Effective Date	<p>means the Effective Date specified in the Details Schedule.</p>
Foreground IP	<p>has the meaning given in clause 4.1.1.</p>
General Interest Charge Rate	<p>means the Australian Taxation Office sourced general interest charge rate determined under section 8AAD of the <i>Tax Administration Act 1953</i> (Cth).</p>
Government Furnished Material (or GFM)	<p>means the material (which may include access to the DPN and DSN) to be provided to the Service Provider under a Contract and which is listed in the relevant Official Order.</p>
GST	<p>has the meaning given by the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (GST Act).</p>

Term	Definition
Inclusion Date	<p>means:</p> <p>a. for Panel members included on the Panel after the Effective Date, the date on which a binding Deed has been executed with that Panel member; and</p> <p>b. in relation to a new Skill Level or Skill Set being added for a Panel member, the date of the Deed amendment to include the new Skill Level or Skill Set.</p>
Initial Adjustment Date	means 1 March 2020;
Insolvency Event	<p>means, in respect of a person:</p> <p>a. the person becoming bankrupt or insolvent;</p> <p>b. the person becoming subject to one of the forms of external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth), including:</p> <p>(i) the appointment of a person to administer a scheme or compromise in relation to the person in accordance with Part 5.1 of the <i>Corporations Act 2001</i> (Cth);</p> <p>(ii) the appointment of a controller or managing controller to the whole or any part of the assets or undertakings of the person in accordance with Part 5.2 of the <i>Corporations Act 2001</i> (Cth);</p> <p>(iii) the appointment of an administrator under Part 5.3A of the <i>Corporations Act 2001</i> (Cth) in relation to the person; or</p> <p>(iv) the appointment of a liquidator or provisional liquidator in relation to the person;</p> <p>c. the person becoming 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 clause b of this definition;</p> <p>d. the person is wound up by resolution or an order of the court;</p> <p>e. the person suffers execution against any of its assets which has an adverse effect on the Service Provider's ability to perform its obligations under the Deed or a Contract;</p> <p>f. the person makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;</p> <p>g. the person becomes an insolvent under administration; or</p> <p>h. the person ceases to carry on business.</p>
Intellectual Property	means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information 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.
Labour Rates	means the rates set out in Attachment B.
Licence	means a royalty-free, irrevocable, world-wide, perpetual and non-exclusive licence, including a right to sub-license.

Term	Definition
Loss	means any liability, loss (including economic loss), damage, compensation, costs and expenses.
month	means a calendar month.
Moral Rights	means any of the following: a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; and c. a right of integrity of authorship.
Notifiable Incident	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Official Order	means the document, in the form determined by the Commonwealth from time to time and notified to the Service Provider, by which the Commonwealth places an order for Services and enters into a Contract with the Service Provider. As at the Effective Date, the form of the Official Order as set out in Attachment D.
Ozone Depleting Substances	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
Panel	means the Defence Support Services (DSS), SON3485107 , panel of suppliers established by the Commonwealth who may be contracted by the Commonwealth to provide a range of support services, including those of the kind set out in the Deed.
Per Diem Amount	means the amount that is equivalent to 60% of the <i>Defence non-SES high cost centres meals and incidentals allowances</i> (set out in Defence travel policy), rounded to the nearest dollar, GST inclusive, as adjusted from time to time
Personal Information	has the same meaning as in the <i>Privacy Act 1998</i> (Cth).
Problematic Substance	means: a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time); or c. any hazardous chemicals as defined in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).

Term	Definition
Proportionate Liability Law	<p>means any of the following:</p> <ul style="list-style-type: none"> a. <i>Civil Liability Act 2002</i> (NSW) – Part 4; b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA; c. <i>Civil Liability Act 2002</i> (WA) – Part 1F; d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2; e. <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A; f. <i>Proportionate Liability Act 2005</i> (NT); g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3; h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A; i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA; j. <i>Corporation Act 2001</i> (Cth) – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA.
Quotation	<p>means the Service Provider's response to any RFQTS issued under clause 2.1 in the form determined by the Commonwealth from time to time and notified to the Service Provider. As at the Effective Date the form of the Quotation as set out in Attachment C.</p>
Related Body Corporate	<p>has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).</p>
Request for Quotation and Tasking Statement (RFQTS)	<p>means a Request for Quotation and Tasking Statement (RFQTS), in the form determined by the Commonwealth from time to time and notified to the Service Provider. As at the Effective Date the form of the RFQTS as set out in Attachment C.</p>
Safety Data Sheet (SDS)	<p>means a safety data sheet prepared in accordance with the Code of Practice, Preparation of Safety Data Sheets for Hazardous Chemicals, approved under section 274 of the <i>Work Health and Safety Act 2011</i> (Cth).</p>
Security Interest	<p>means any of the following:</p> <ul style="list-style-type: none"> a. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; b. a 'security interest' as defined in subsection 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth); and c. an agreement to create any of these or allow any of these to exist.

Term	Definition
Services	<p>means the services (and other Deliverables) that may be provided by the Service Provider under the Panel, and in the case of the Service Provider are those services specified in the Deed and any Contract in the Skill Sets and at the Skill Levels in relation to which the Service Provider is appointed to the Panel, and includes Intellectual Property and Technical Data that are:</p> <ol style="list-style-type: none"> a. brought, or required to be brought into existence, as part of, or for the purposes of performing the Services; b. incorporated in, supplied, or required to be supplied along with the Services; or c. copied or derived from the material provided.
Service Provider Personnel	<p>means:</p> <ol style="list-style-type: none"> a. any officers, employees or agents of the Service Provider; and b. any Subcontractors of the Service Provider and their officers, employees or agents.
Service Provider Representative	<p>means the representative of the Service Provider specified in the Details Schedule, or such other person as notified to the Commonwealth by the Service Provider in writing from time to time who is responsible for managing this Deed on behalf of the Service Provider.</p>
Service Provider's Contract Representative	<p>means the person nominated by the Service Provider and set out in the Official Order to perform this role on behalf of the Service Provider.</p>
Skill Level	<p>means the predetermined hierarchy governing the complexity of skills and experience of individuals furnishing Services.</p>
Skill Set	<p>means the discrete categories of Services that may be provided under the Panel, and in the case of the Service Provider are those detailed in the Annexes to the Scope of Services attached to the Deed.</p>
Small Business	<p>means a business employing less than 100 people (but does not include a wholly-owned subsidiary of a foreign entity).</p>
Special Conditions	<p>means the special conditions at Attachment E.</p>
Specified Personnel (or Specified Person)	<p>means, in respect of Services:</p> <ol style="list-style-type: none"> a. the personnel specified in the Quotation accepted by the Commonwealth in an Official Order, as personnel required to undertake those Services or part of the work constituting those Services; and b. such other personnel as are agreed by the Commonwealth (in its absolute discretion) under clause 3.2.2b or 3.2.3 in respect of those Services.
Subcontractor	<p>means any person, other than the Commonwealth, that for the purposes of a Contract, furnishes goods or services to the Service Provider or indirectly to the Service Provider through another person; and "Subcontract" has a corresponding meaning.</p>
Tax Invoice	<p>means a tax invoice in the form as determined by the Australian Taxation Office.</p>

Term	Definition
Technical Data	means all technical know-how and information reduced to material form produced, acquired or used by the Service Provider or Subcontractors in relation to the Services and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, training materials, source code, software design data, test results, software and software updates and other items describing or providing information relating to the Services or their operations.
Term	means the period determined in accordance with clause 1.2.
Travel, Accommodation and Other Approved Expenses	has the meaning given by clause 5.5.1.
WHS Legislation	<p>means:</p> <ul style="list-style-type: none"> a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
Working Day	<p>in relation to the doing of an action in a place, means any day in that place other than:</p> <ul style="list-style-type: none"> a. Saturday, Sunday or public holiday; and b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

EXECUTED AS A DEED by

SIGNED, SEALED and DELIVERED for and on behalf of
THE COMMONWEALTH OF AUSTRALIA:

In the presence of:

SIGNED, SEALED and DELIVERED for and on behalf of
THE SERVICE PROVIDER:

(signature) (print name and position) (date)

In the presence of:

(signature of witness) (print name of witness) (date)

UNCLASSIFIED

ATTACHMENT A

SCOPE OF SERVICES

(Services and Skill Sets)

UNCLASSIFIED

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DSS Skill Levels and Minimum Standards

Table 1: DSS Skill Levels and Minimum Standards

Levels of Responsibility	Responsibility and Skills				
	Level 1 Associate/Entry Level	Level 2 Practitioner	Level 3 Advanced Practitioner	Level 4 Expert	Level 5 Pre-eminent/Advisor
Qualifications	<ul style="list-style-type: none"> Vocational education and training sector accreditation (TAFE and registered private providers). 	<ul style="list-style-type: none"> Higher education sector accreditation at minimum advanced diploma level. 	<ul style="list-style-type: none"> A qualified practitioner with higher degree qualifications or relevant industry experience of more than 8 years. 	<ul style="list-style-type: none"> A qualified practitioner with specific qualifications or industry training (Bachelors or above) or relevant industry experience of more than 12 years. 	<ul style="list-style-type: none"> A Pre-eminent Advisor with specific qualifications (Masters or above) and be a recognised Fellow of a relevant peak body (or equivalent).
Autonomy	<ul style="list-style-type: none"> Works under general direction. Uses discretion in identifying and responding to routine issues and assignments. Usually receives specific instructions and has work reviewed at frequent milestones. Determines when issues should be escalated to a higher level. 	<ul style="list-style-type: none"> Works under general direction within a clear framework of accountability. Exercises substantial personal responsibility and autonomy. Plans own work to meet given objectives and processes. 	<ul style="list-style-type: none"> Works under broad direction. Work is often self-initiated. Is fully responsible for meeting allocated technical and/or project/supervisory objectives. Establishes milestones and has a significant role in the assignment of tasks and/or responsibilities. 	<ul style="list-style-type: none"> Has defined authority and accountability for actions and decisions within a significant broad area of work, including project management, engineering, commercial, logistics and governance and management. Establishes organisational objectives and assigns levels of responsibility. 	<ul style="list-style-type: none"> At the highest organisational level, has authority over all aspects of a significant broad area of work, including policy formation and application. Is fully accountable for actions taken and decisions made, both by self and others to whom responsibilities have been assigned.
Influence	<ul style="list-style-type: none"> Interacts with and influences colleagues. Has working level contact with customers, suppliers, and partners. 	<ul style="list-style-type: none"> Influences customers, suppliers and partners at account level. May have some responsibility for the work of others and for the allocation 	<ul style="list-style-type: none"> Influences organisation, customers, suppliers, partners and peers on the contribution of own specialism. 	<ul style="list-style-type: none"> Influences policy and strategy formation. Initiates influential relationships with internal and external customers, suppliers, and partners at 	<ul style="list-style-type: none"> Inspires the organisation, and influences developments within the industry at the highest levels.

Responsibility and Skills					
Levels of Responsibility	Level 1 Associate/Entry Level	Level 2 Practitioner	Level 3 Advanced Practitioner	Level 4 Expert	Level 5 Pre-eminent/Advisor
		<p>of resources.</p> <ul style="list-style-type: none"> • Participates in external activities related to own specialism. • Makes decisions which influence the success of projects and team objectives. 	<ul style="list-style-type: none"> • Has significant influence over the allocation and management of resources appropriate to given assignments. • Builds appropriate and effective business relationships. • Makes decisions which impact the success of assigned work, i.e. results, deadlines and budget. 	<p>senior management level, including industry leaders.</p> <ul style="list-style-type: none"> • Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance. 	<ul style="list-style-type: none"> • Advances the knowledge and/or exploitation of technology within one or more organisations. • Is considered a national or international expert in their field of specialisation. • Develops long-term strategic relationships with customers, partners, industry leaders and government. • Makes decisions critical to organisational success.

Responsibility and Skills					
Levels of Responsibility	Level 1 Associate/Entry Level	Level 2 Practitioner	Level 3 Advanced Practitioner	Level 4 Expert	Level 5 Pre-eminent/Advisor
Complexity	<ul style="list-style-type: none"> Performs a range of routine work in a variety of environments. Applies methodical approach to issue definition and resolution. 	<ul style="list-style-type: none"> Work includes a broad range of complex technical or professional work, in a variety of contexts. Investigates, defines, and resolves complex issues. 	<ul style="list-style-type: none"> Performs an extensive range and variety of complex technical or professional work activities. Undertakes work which requires the application of fundamental principles in a wide and often unpredictable range of contexts. Understands the relationship between own specialism and wider customer/organisational requirements. 	<ul style="list-style-type: none"> Has a broad business understanding and deep understanding of own specialism(s). Performs highly complex work covering technical, financial, and quality aspects. Contributes to the implementation of policy and strategy. Creatively applies a wide range of technical and/or management principles. 	<ul style="list-style-type: none"> Leads on the formulation and implementation of strategy. Applies the highest level of leadership skills. Has a deep understanding of the industry and the implications of emerging technologies for the wider business environment.
Business Skills	<ul style="list-style-type: none"> Demonstrates an analytical and systematic approach to issue resolution. Takes the initiative in identifying and negotiating appropriate personal development opportunities. Demonstrates effective communication skills. Contributes fully to the work of teams. Plans, schedules, and monitors own work (and that of others where applicable) competently within limited deadlines and according to relevant legislation, standards and 	<ul style="list-style-type: none"> Selects appropriately from applicable standards, methods, tools, and applications. Communicates fluently, orally and in writing, and can present complex information to both technical and non-technical audiences. Facilitates collaboration between stakeholders who share common objectives. Plans, schedules, and monitors work to meet time and quality targets. Rapidly absorbs new 	<ul style="list-style-type: none"> Advises on the available standards, methods, tools, and applications relevant to own specialism and can make appropriate choices from alternatives. Analyses, designs, plans, executes, and evaluates work to time, cost and quality targets. Assesses and evaluates risk. Communicates effectively, both formally and informally. Demonstrates leadership. Facilitates collaboration between stakeholders who have diverse objectives. 	<ul style="list-style-type: none"> Absorbs complex information and communicates effectively at all levels to both technical and non-technical audiences. Manages and mitigates risk. Understands the implications of new technologies. Demonstrates clear leadership. Understands and communicates industry developments, and the role and impact of technology in the employing organisation. Promotes compliance with relevant legislation. 	<ul style="list-style-type: none"> Has a full range of strategic management and leadership skills. Understands, explains, and presents complex ideas to audiences at all levels in a persuasive and convincing manner. Has broad and deep business knowledge, including the activities and practices of other organisations. Communicates the potential impact of emerging practices and technologies on organisations and

Responsibility and Skills					
Levels of Responsibility	Level 1 Associate/Entry Level	Level 2 Practitioner	Level 3 Advanced Practitioner	Level 4 Expert	Level 5 Pre-eminent/Advisor
	<p>procedures.</p> <ul style="list-style-type: none"> Appreciates the wider business context, and how own role relates to other roles and to the business of the employer or client. 	<p>information and applies it effectively.</p> <ul style="list-style-type: none"> Maintains an awareness of developing technologies and their application and takes some responsibility for driving own development. 	<ul style="list-style-type: none"> Takes all requirements into account when making proposals. Takes initiative to keep skills up to date. Mentors colleagues. Maintains an awareness of developments in the industry. Analyses requirements and advises on scope and options for continuous operational improvement. Demonstrates creativity, innovation, and ethical thinking in applying solutions for the benefit of the customer/stakeholder. 	<ul style="list-style-type: none"> Takes the initiative to keep both own and colleagues' skills up to date. 	<p>individuals and assesses the risks of using or not using such practices and technologies.</p> <ul style="list-style-type: none"> Assesses the impact of legislation, and actively promotes compliance. Ensures that the organisation develops and mobilises the full range of required digital skills and capabilities.

Annex 1: Requirements for Program Management Services

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
1.1 Program & Product Management Services & Support		
<p>The Service Provider shall provide program and product management services to the Commonwealth. The required services may include:</p> <ul style="list-style-type: none"> • provide specialist advice in relation to new initiatives; • provide specialist advice to requirements definition, then planning, monitoring and controlling of programs/products across the Defence Capability Life Cycle (CLC); • manage and monitor core elements and staff associated with programs/products; • manage program organisational interdependencies including: <ul style="list-style-type: none"> ○ Defence capability and benefits management; ○ CLC and management control; ○ stakeholder management; ○ organisational governance; ○ financial management; ○ resource management; and ○ risk management. 	<ul style="list-style-type: none"> • Identification and realisation of Defence capability benefits. • Business improvement identification and realisation. • Requirements definition. • Program/product strategies and plans. • Program/product support functions, controls, and implementation activities. • Briefings, workshops, and presentations. • Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant tertiary qualifications and associated domain knowledge; • a recognised program/product management professional qualification; (such as registered project managers under AIPM); • current and relevant project management experience; and • knowledge commensurate with the skill level required of relevant Australian and International Standards, regulations, and Defence requirements/methodologies. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
1.2 Project Management Services & Support		
<p>The Service Provider shall provide project management services and project support services to the Commonwealth. The required services may include the following:</p> <ul style="list-style-type: none"> • conduct planning, scheduling, and estimating of work/tasks to meet Defence requirements; • prepare project documentation and/or assist with the review and clearance processes for project documentation; • provide advice on the application of project management methodologies – for example Project Management Methodology Version 2 (PMMv2); • provide expert project management assistance to Defence 	<ul style="list-style-type: none"> • Project strategies, plans, schedules, and estimates. • Project documentation. • Advice on project implementation and project activities. • Briefings, workshops, and presentations. • Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant tertiary qualifications or relevant industry and/or domain work experience; • a recognised project management professional qualification (such as registered project managers under Australian Institute of Project Managers (AIPM)); • current and relevant project management experience; • knowledge commensurate with the skill level required of relevant Australian and International Standards, regulations, and Defence requirements; and • Understanding of the content of Project Management Body of

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
executives, managers, staff, and project teams; and <ul style="list-style-type: none"> mentor project staff. 		Knowledge (PMBOK) and its application, the Defence project management environment (and Defence methodologies), and PMMv2. Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.
1.3 Project Risk & Issue Management		
The Service Provider shall provide project risk management services to the Commonwealth. The required services may include: <ul style="list-style-type: none"> conduct risk management workshops with stakeholders; conduct and/or assist risk assessments including, the identification and tracking of major risks; develop, manage, and evaluate risk mitigation strategies; and prepare risk management plans and documentation. 	<ul style="list-style-type: none"> Project risk assessments/risk assessment reports. Risk mitigation strategies. Risk management plans. Risk management workshops. Reports. 	Services are to be provided by personnel with: <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience for the class of risks being dealt with (e.g. engineering, technical, logistics, commercial, etc); a recognised risk management professional qualification (such as certification in risk management); current and relevant risk management experience; knowledge commensurate with the skill level required of relevant Australian and International Standards, regulations, and requirements; and Understanding of risk management methodologies and practices. Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.
1.4 Project Schedule Management		
The Service Provider shall provide project schedule management services to the Commonwealth. The required services may include, : <ul style="list-style-type: none"> develop and/or assess Project Work Breakdown Structures (PWBS), Contract Work Breakdown Structures (CWBS) and supporting data dictionaries. develop project master schedules; analyse project information and cost data to adequately monitor and report on project cost and schedule progress, and to provide practical Earned Value Performance Measurement (EVPM); and 	<ul style="list-style-type: none"> Master project schedules. Project work breakdown structures and contract work breakdown structures. PWBS data dictionaries. Schedule management and mentoring. Reports. 	Services are to be provided by personnel with: <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised schedule management professional qualification; current and relevant risk management experience; knowledge commensurate with the skill level required of relevant Australian and International Standards, regulations, and requirements; and a thorough understanding of:

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> mentor, advise and assist project management personnel in relation to the use of current industry best practice schedule tools and project schedule reporting methodologies. 		<ul style="list-style-type: none"> Schedule management methodologies, practices, tools, and software; and DEF (AUST) 5664 – Work Breakdown Structures for Defence Materiel Projects. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>1.5 Transition Management</p>		
<p>The Service Provider shall provide transition management services to assist the Commonwealth in transitioning materiel systems into operational service. The required services may include:</p> <ul style="list-style-type: none"> manage capability certification; manage and support validation (operational test and evaluation); manage initial system support contracts; manage asset and data handover to end users; and manage and/or conduct transition activities to allow closure of a project. 	<ul style="list-style-type: none"> Certification documents. Operational test and evaluation reports. Transition plans. Support contract reports. 	<p>Services are to be provided by personnel experienced in transitioning materiel systems into operational service and demonstrating an understanding of:</p> <ul style="list-style-type: none"> the capability systems life cycle; the mechanisms involved in achieving capability certification; the interactions between Defence agencies in the performance of operational test and evaluation; the relationships between acquisition and support contracts; the relationships between systems program offices and user organisations; and asset and data management processes used within Defence. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>1.6 Data and Configuration Management</p>		
<p>The Service Provider shall provide data and configuration management services to assist Defence with the management and maintenance of technical data, contract data, configuration data and information management data. The required services may include:</p> <ul style="list-style-type: none"> provide advice on and develop data and configuration management processes; prepare data and configuration management plans; 	<ul style="list-style-type: none"> Data processes. Data and configuration plans. Physical data models & data Dictionaries. Assured data records. Data accession lists. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised data management qualification; current data management experience; knowledge commensurate with the skill level required of relevant

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> develop physical data models and associated data dictionaries; maintain and provide quality assurance of data records; develop and maintain data accession lists; and develop and maintain databases (for example, EMERALD Configuration Management databases etc). 	<ul style="list-style-type: none"> Reports. 	<p>Australian and International Standards, regulations (including the Archives Act 1983 (Cth)) and Defence requirements; and</p> <ul style="list-style-type: none"> thorough understanding of applicable practices and technologies that embody an integrated, open system approach to the creation, management, exchange and use of management data. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>1.7 Process Definition and Improvement</p>		
<p>The Service Provider shall provide process definition and improvement services. The required services may include:</p> <ul style="list-style-type: none"> process management services, such as: <ul style="list-style-type: none"> broad process definition, process management and process improvement services; conduct, or participating in, organisational process improvement programs; process architecture and design; and develop process solutions. deliver SCAMPISM appraisal services; and conduct CMMI (ARC) Class A, Class B, or Class C methods as appropriate to identify process weaknesses, issues and problems/risks and assist driving Defence process improvement and overall capability enhancement. conduct process improvement using LEAN fundamentals and associated methods. 	<ul style="list-style-type: none"> SCAMPISM appraisals (SEI authorised Lead Appraiser). CMMI appraisals (CMMI Appraiser). LEAN (Six Sigma black belt etc.) reports. 	<p>Services are to be provided by personnel with broad experience leading and participating in organisational process improvement programs, process architecture design, and developing process solutions and with in-depth practical knowledge of process definition paradigms (such as ETVX) and process improvement methodologies (such as IDEALSM). The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> Delivery of SCAMPISM appraisal services will be through a CMMI lead appraiser that is an experienced team leader for CMMI-based appraisals and CMM-based assessments, and who is authorised by the Software Engineering Institute (SEI) to deliver SCAMPISM Class A, Class B and/or Class C appraisal services; and CMMI-based appraisals are conducted by a CMMI lead appraiser who must have participated in at least 3 ARC Class A or Class B appraisals and/or meet the requirements of the Software Engineering Institute (SEI) authorisation to conduct CMMI appraisals, and must have completed recognised CMMI model training. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>1.8 Software Estimation</p>		
<p>The Service Provider shall provide software estimation services associated with the development and analysis of estimates to acquire and sustain the software specific elements of capabilities. The required services may include:</p>	<ul style="list-style-type: none"> Provision of parametric modelling tools. Software estimates, estimate 	<ul style="list-style-type: none"> Services are provided by personnel with a technical background across one or more capability domains and experienced in the application of software estimating techniques across the lifecycle, experienced in the use of commercial software parametric modelling tools; and

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> provide advice on estimating techniques and the use and/or application of commercial software parametric modelling tools; develop and analyse software estimates, including estimate assumptions; and provide validation of estimates for feasibility in terms of size, effort, and cost. 	<p>analyses and validations.</p> <ul style="list-style-type: none"> Software Verification and Validation (V&V) plans and procedures. Reports. 	<ul style="list-style-type: none"> Software estimates are accurate and complete and identify the cost to acquire and sustain the software specific elements of capabilities. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>1.9 Life-Cycle Costing (LCC)</p>		
<p>The Service Provider shall provide LCC services to the Commonwealth. The required services may include:</p> <ul style="list-style-type: none"> provide advice on the applicability of different estimating techniques at various stages in a life cycle; develop life-cycle cost models; analyse options relating to 'cost to support' capabilities; provide validation of models for the feasibility of cost, schedule, and modelling assumptions; and apply LCC models to the relevant agency. 	<ul style="list-style-type: none"> Life-cycle cost models. Validation of life-cycle costing models. Reports on model outcomes. 	<p>Services are to be provided by a service provider with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; current and LCC analysis experience; knowledge commensurate with the skill level required of relevant Australian and International Standards, regulations, and Defence requirements; and thorough understanding of LCC methodologies and their application. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>1.10 Project Costing Services</p>		
<p>The Service Provider shall provide cost estimation and cost validation services. The required services may include:</p> <ul style="list-style-type: none"> provide advice on the applicability of different cost estimating techniques at various stages in a life cycle; develop accurate cost models; prepare cost estimates; conduct review of cost estimates; assess the risk level inherent in cost estimates developed and/or reviewed (including the assignment of appropriate contingency); and present estimates to independent reviewers and high-level decision-makers. 	<ul style="list-style-type: none"> Advice on cost estimation technique applicability. Costing estimating models and relationships. Cost estimates and reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised cost-analysis qualification; current and relevant cost estimation, cost investigation and cost validation experience; and knowledge commensurate with the skill level required of relevant Australian and International Standards, regulations, and Defence requirements. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>

Annex 2: Requirements for Engineering and Technical Services

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
2.1 Systems and Software Engineering - Systems Engineering		
<p>The Service Provider shall provide systems and software engineering services associated with requirements engineering, engineering metrics, integration engineering, Verification and Validation (V&V), test and evaluation, and technical performance measures. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • plan and deliver engineering services, regulatory compliance, resource management, and project outcomes; and • conduct reviews of contract deliverables. 	<ul style="list-style-type: none"> • Systems engineering services. • Software engineering services. • Requirement specifications. • V&V services/plans/procedures. • Design documents and specialist engineering reports. • Engineering plans/procedures/reports. • Hazard analyses and reports. • Certification. • Contract documentation, plans and reports. 	<p>Services are to be provided by personnel holding professional engineering qualifications that cover the relevant subject areas and with extensive experience in the required systems and software engineering services.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.2 Systems and Software Engineering - Systems Architecture / Integration		
<p>The Service Provider shall provide services to support the design, development, and integration of systems including software, communications, and hardware. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct process and architecture analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • plan and deliver engineering services, regulatory compliance, resource management, and project outcomes; and • conduct reviews of contract deliverables. 	<ul style="list-style-type: none"> • System Architecture/Integration services, specifications, plans, procedures, and reports. • Process analysis. • Design documents and specialist engineering reports. • Hazard analyses and reports. • Architectural certifications. • Contract documentation and reports. 	<p>Services are to be provided by personnel holding relevant tertiary qualifications, an understanding of organisational change management, a sound understanding of systems engineering and software engineering, project management and estimation, and extensive practical working knowledge and industry experience in the design and development of systems including software, communications, and hardware.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p> <p>Service providers are to demonstrate a thorough understanding of the Defence Architectural Framework and Systems Architect, along with competent use of the DOORS® and CORE® (System Architect) tools.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
2.3 Systems and Software Engineering - Software Engineering		
<p>The Service Provider shall provide software engineering services. The required services may include:</p> <ul style="list-style-type: none"> • conduct software capability and concept development; • conduct requirements analysis and development; • conduct software design and implementation; • conduct V&V (inclusive of software assurance); • conduct certification and support; • plan and deliver of engineering services, regulatory compliance, resource management, and project outcomes; and • conduct reviews of contract deliverables. 	<ul style="list-style-type: none"> • Software engineering services. • Design documents and specialist engineering reports. • Plans and reports. • Requirements specifications. • Hazard analyses and reports. • Certification. • Contract documentation, plans and reports. 	<p>Services are to be provided by personnel holding tertiary qualifications in a relevant engineering or computer science field and practical experience in the acquisition or modification of software-intensive systems in a Defence environment.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.4 Systems and Software Engineering - Testing and Evaluation (including V&V)		
<p>The Service Provider shall provide testing and evaluation services including V&V services associated with the test and evaluation, V&V, and requirements traceability throughout the various stages of the materiel life cycle. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct V&V analysis and development; • conduct design, implementation (assignment of appropriate verification methods for verifying compliance with requirements); • plan and deliver engineering services, regulatory compliance, resource management, and project outcomes; • conduct certification and support; • conduct reviews of contract deliverables; and • conduct independent V&V activities. 	<ul style="list-style-type: none"> • Verification and Validation (V&V) Services. • Plans and reports. • V&V requirements, plans, procedures, and reports. • Independent V&V activities. • Hazard analyses and reports. • Certification. • Contract documentation, plans and reports. 	<p>Services are to be provided by personnel holding tertiary qualifications in a relevant engineering field, with experience in and practical knowledge of test and evaluation and V&V, particularly in the areas of planning and reporting for V&V activities (including user acceptance testing), and operational test and evaluation.</p> <p>Services are provided by a service provider with experience in identifying the appropriate verification methods for verifying compliance with requirements and experience in using software tools for tracking the verification status of a system.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.5 Systems and Software Engineering - Safety Management		
<p>The Service Provider shall provide safety management and safety engineering services associated with the acquisition and sustainment of Defence systems. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development in context the 	<ul style="list-style-type: none"> • Systems safety engineering services. • Design documents and specialist engineering reports. 	<p>Services are to be provided by personnel holding tertiary qualifications or relevant industry and/or domain work experience, practical experience in the development of safety management plans, and ability to coordinate, direct and evaluate system safety activities in an</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>system safety program;</p> <ul style="list-style-type: none"> conduct system safety analysis, development, V&V; provide advice and guidance on system safety engineering analysis techniques, processes, and software assurance necessary for design and implementation; conduct co-ordination, direction, and evaluation of system safety activities in a CLC environment; plan and deliver engineering services, regulatory compliance, resource management, and project outcomes; and conduct reviews of contract deliverables. 	<ul style="list-style-type: none"> Plans and reports. Systems safety specifications, plans, procedures, and reports. Systems safety V&V plans and procedures. Hazard analyses and reports. Certification. Contract documentation, plans, and reports. 	<p>acquisition and sustainment environment.</p> <p>Services indicate experience in contemporary safety standards used in the Defence environment.</p> <p>Safety management plans incorporate best practice safety engineering and safety management principles applicable in acquisition and sustainment environment.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.6 Systems and Software Engineering - System Security</p>		
<p>The Service Provider shall provide system security services requiring a combination of technical security and managerial expertise. The required services may include:</p> <ul style="list-style-type: none"> conduct capability and concept development in context with technical security; conduct security requirements analysis and development; conduct security design and implementation; conduct V&V; conduct security certification/accreditation and support; plan and deliver engineering services, regulatory compliance, resource management and project outcomes; and conduct reviews of contract deliverables. 	<ul style="list-style-type: none"> Security engineering services. Design documents and specialist engineering reports. Plans and reports. Security requirements, plans, procedures and reports. Security V&V plans, and procedures. Hazard analyses and reports Contract documentation, plans, and reports. 	<p>Services are to be provided by personnel holding tertiary qualifications in a relevant computer science, networking, engineering, or a related field, and experience in, and practical knowledge of, security management, as defined by the Defence Security Manual and other the Defence security policies.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.7 Systems and Software Engineering - Technical Certification</p>		
<p>The Service Provider shall provide technical certification services associated with the technical certification of Defence systems. The required services may include:</p> <ul style="list-style-type: none"> conduct capability and concept development in context with the certification program; conduct certification analysis and development; conduct certification V&V; 	<ul style="list-style-type: none"> Technical certification engineering services. Design documents and specialist engineering reports. Plans and reports. Certification requirements, plans, 	<p>Services are to be provided by personnel holding tertiary qualifications in an engineering field, with up to date knowledge and experience in the requirements of certification authorities.</p> <p>Services reflect an understanding of the Australian Defence Force (ADF) Technical Regulatory Framework.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> • conduct co-ordination, direction, and evaluation of certification activities in a CLC environment; • plan and deliver engineering services, regulatory compliance, resource management, and project outcomes; and • conduct reviews of contract deliverables. 	<p>procedures, and reports.</p> <ul style="list-style-type: none"> • Certification V&V plans and procedures. • Hazard analyses and reports. • Contract documentation, plans, and reports. • Certification of supplier products/services. 	<p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.8 Technical - Configuration Management</p>		
<p>The Service Provider shall provide configuration management services. The required services may include:</p> <ul style="list-style-type: none"> • conduct configuration management; and • provide configuration management training. 	<ul style="list-style-type: none"> • Training • Configuration documentation. • Reports. 	<p>Services are to be provided by personnel experienced in configuration management as practitioners and trainers and have a number of years of experience in the practical application of the theory of configuration management processes.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.9 Technical - Compliance Assurance of Engineering and Maintenance Organisations</p>		
<p>The Service Provider shall provide Compliance Assurance (CA) review services for Defence-certified and non-certified Accredited/Authorised Engineering Organisations (AEO) and Approved/Accredited Maintenance Organisations (AMO). The required services may include:</p> <ul style="list-style-type: none"> • conduct a facility-wide and/or discipline-specific approach to assessing an AEO and/or an AMO's compliance with the ADF Technical Regulatory Framework including: <ul style="list-style-type: none"> ○ prepare organisations for AEO and/or AMO initial certification of their Engineering Management System (EMS); and ○ conduct reviews and analyse AEO and/or AMO organisational performance (on-going certification) of their EMS. 	<p>Specialist CA advice, analysis and written reports on Defence-certified and non-certified AEO and AMO organisations including, but not be limited to:</p> <ul style="list-style-type: none"> • Preparatory advice on an organisation's ability to achieve certification; and • Audit and/or surveillance activities including reports. 	<p>Services are provided by personnel with:</p> <ul style="list-style-type: none"> • relevant tertiary qualifications and associated domain knowledge; • a recognised CA accreditation and experience; • knowledge of relevant Australian and International Standards, regulations, and Defence requirements. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p> <p>Note: Personal certification should be in accordance with JAS-ANZ, RABQSA, IRCA, or an equivalent deemed acceptable by Defence. Industry certification/experience should span: (i) Auditing; (ii) Quality Management Systems; (iii) Environmental Management Systems; (iv) Occupational (Workplace) Health and Safety; (v) Social Accountability; and (vi) Risk Management.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
2.10 Specialist Engineering - Radar Systems (Engineering)		
<p>The Service Provider shall provide high frequency and/or microwave radar engineer services associated with the development and support of high frequency radars and related engineering services. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct System design; • conduct design and architecture development; • implementation, V&V; • supporting Radar Systems and related engineering services; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Radar (HF or Microwave) engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Radar certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding a tertiary qualification in a relevant engineering field (such as electronics or electrical engineering), professional development sufficient to attain recognition as a chartered professional engineer or chartered engineering technologist with Engineers Australia, and a minimum of 5 years of experience in the related areas of RF Systems.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
2.11 Specialist Engineering - Satellite Engineering		
<p>The Service Provider shall provide satellite communications engineering services associated with the support of satellite communications systems. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct system design; • conduct design and architecture development; • conduct implementation, V&V; • support satellite communications and related engineering services; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Satellite engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Satellite certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding tertiary qualifications in the relevant engineering field.</p> <p>Service providers demonstrate experience in, and a practical knowledge of, satellite communications and system engineering, including areas such as antenna systems, transmission lines, amplifier, and modem design for all satellite frequency bands within the Defence environment.</p> <p>Service providers demonstrate familiarity with both fixed and deployable satellite terminals and have a working knowledge of network topologies, satellite access schemes and security issues (such as jamming, interference and interception) related to satellite communications systems.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
2.12 Specialist Engineering - Electro-Magnetic Interference / Electro-Magnetic Compatibility / TEMPEST		
<p>The Service Provider shall provide Electro-Magnetic Interference (EMI)/Electro-Magnetic Compatibility (EMC) and/or TEMPEST services associated with the propagation and susceptibility in variable electro-magnetic environments (EMEs). The required</p>	<ul style="list-style-type: none"> • EMI/EMC/TEMPEST engineering services. • Plans and reports. 	<p>Services are provided by personnel with an understanding of the radio frequency spectrum and communications systems as used in the ADF and with experience in military systems, standards, EME's and/or systems integration into parent or legacy systems.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct system design; • conduct design and architecture development; • conduct implementation, V&V; • conduct supporting and related engineering services; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • EMI/EMC/TEMPEST certification. • Contract documentation, plans, and reports. 	<p>Services are provided by EMI/EMC specialists that are electronics engineers or technicians with qualifications and/or significant experience in communications engineering, including electro-magnetic field generation.</p> <p>Services are provided in accordance with visual and audible TEMPEST principles.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.13 Specialist Engineering - Communications Network Engineering</p>		
<p>The Service Provider shall provide specialist communications network engineering services associated with support of communications networks, including in areas such as voice/video/data and their convergence, wired and wireless networking, information technology, telecommunications, network management, and security as applicable to various types of area networks (LAN, MAN, WAN, etc.) within the Defence environment. The required services may include:</p> <ul style="list-style-type: none"> • provide advice on data communications and network engineering; • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and architecture development; • conduct implementation, V&V; • support communications networks and related engineering services; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Communications engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • CNE Certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding tertiary qualifications in a relevant engineering field, computer science, networking, or a related field and have attained vendor certification, such as CISCO certified networking engineer.</p> <p>Service providers demonstrate a practical knowledge of data communications and network engineering.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.14 Specialist Engineering - Communications Engineering (RF/Tactical)</p>		
<p>The Service Provider shall provide RF/tactical communications engineering services associated with radio frequency and tactical communications systems in areas such as antenna, waveguide, amplifier, radio, and demodulator design in the Defence environment, for one or more frequency bands that includes HF,</p>	<ul style="list-style-type: none"> • Communications engineering services. • Plans and reports. • Requirement specifications. 	<p>Services are provided by personnel holding tertiary qualifications in a relevant engineering or related field.</p> <p>Service providers demonstrate a familiarity with both fixed and mobile RF/ tactical communications systems and have a working knowledge of</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>VHF, UHF, and microwave. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct system design; • conduct design and architecture development; • conduct implementation, V&V; • conduct supporting communications networks and related engineering services; and • conduct review of contract deliverables 	<ul style="list-style-type: none"> • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Communications Certification. • Contract documentation, plans, and reports. 	<p>networking and security issues (such as jamming, interference and interception) related to communications systems.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.15 Specialist Engineering - Guided Weapons Engineering</p>		
<p>The Service Provider shall provide guided weapons engineering services associated with areas such as energetic material qualification, guided weapons qualification, through life management of guided weapons, insensitive munitions, safety templates, and guidance and control systems. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct hazard identification and analysis; • conduct V&V; • conduct certification and support of guided weapons; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • guided weapons engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Guided weapon certification. • Contract documentation, plans and reports. 	<p>Services are provided by personnel holding a tertiary qualification in a relevant engineering field and with specialist training in guided weapons engineering.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.16 Specialist Engineering - Non-Guided Explosive Ordnance Engineering</p>		
<p>The Service Provider shall provide guided weapons engineering services associated with areas such as energetic material qualification, guided weapons qualification, through life management of guided weapons, insensitive munitions, safety templates, and guidance and control systems. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> • conduct capability and concept development; 	<ul style="list-style-type: none"> • Non-guided explosive ordnance engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. 	<p>Services are provided by personnel with specialist training in explosives ordnance.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> • conduct requirements analysis and development; • conduct design and implementation; • conduct hazard identification and analysis; • conduct V&V; • conduct certification and support of non-guided weapons; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • V&V plans, procedures, and reports. • Hazard analyses and reports. • Non-guided explosive ordnance certification. • Contract documentation, plans, and reports. 	
<p>2.17 Specialist Engineering - Integration Engineering</p>		
<p>The Service Provider shall provide integration engineering services and associated platform integration. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct hazard identification and analysis; • conduct V&V; • conduct certification of integrations; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Integration engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Integration certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding tertiary qualifications in a relevant engineering field and relevant post-graduate qualifications.</p> <p>Service providers demonstrate a practical knowledge of platform integration engineering.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.18 Specialist Engineering - Naval Architecture</p>		
<p>The Service Provider shall provide naval architecture services associated with one or more of the fields of stability, structures, hydrodynamics, resistance, propulsion systems, manoeuvrability, sea keeping, habitability, and platform systems integration. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design, implementation; • conduct hazard identification and analysis; • conduct V&V; 	<ul style="list-style-type: none"> • Naval architect engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Maritime Certification. 	<p>Services are provided by personnel holding tertiary qualifications (including post graduate degrees) recognised by at least one of, SNAME, RINA or Engineers Australia and eligible for corporate membership of any of these societies or institutes, such as membership as current Certified Practicing Engineer or equivalent status.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> • conduct certification and support; • in service support of the naval architecture aspects of ships and/or related relevant structures; and • review of contract deliverables. 	<ul style="list-style-type: none"> • Contract documentation, plans, and reports. 	
<p>2.19 Specialist Engineering - Submarine Systems</p>		
<p>The Service Provider shall provide submarine systems engineering services associated with one or more of the fields of naval architecture, mechanical/marine/mechatronic systems, electrical or electronic engineering, or combat systems. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • conduct in-service support of submarine systems and related engineering services; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Submarine engineering services. • Plans and reports. • Requirement specifications • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Submarine Certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding relevant professional qualifications in a field of engineering directly related to submarines and with membership of an appropriate professional institution at an appropriate level.</p> <p>Service providers demonstrate experience in, and an understanding of:</p> <ul style="list-style-type: none"> • the practical application of component and systems engineering within their disciplinary field; and • the submarine's operational environment and system characteristics that is critical to safety and performance, including application of SUBSAFE and technical regulatory requirements. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.20 Specialist Engineering - Maritime Systems</p>		
<p>The Service Provider shall provide maritime systems engineering services associated with one or more of the fields of naval architecture, mechanical/marine/mechatronic systems, electrical or electronic engineering, or combat systems. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • conduct in-service support of maritime systems and related engineering services; and 	<ul style="list-style-type: none"> • Maritime engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Maritime Certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding appropriate professional qualifications in one or more of the fields of naval architecture, mechanical/marine/mechatronic systems, electrical or electronic engineering, or combat systems.</p> <p>Service providers demonstrate experience in the practical application of component and systems engineering within their disciplinary field.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> conduct review of contract deliverables. 		
2.21 Specialist Engineering - Mechanical Engineering		
<p>The Service Provider shall provide mechanical engineering services to support the achievement of technical integrity of mechanical equipment systems used within the ADF. The required services may include:</p> <ul style="list-style-type: none"> conduct requirements analysis and development; conduct design, implementation; conduct V&V; conduct certification and support; conduct planning and the delivery of engineering services, regulatory compliance, resource management and project outcomes; and conduct review of contract deliverables. 	<ul style="list-style-type: none"> Mechanical engineering services. Plans and reports. Requirement specifications. Design documents and specialist engineering reports. V&V plans, procedures, and reports. Hazard analyses and reports Mechanical Certification. Contract documentation, plans, and reports. 	<p>Services are provided by personnel capable of providing professional technical advice and who are accountable for planning, regulatory compliance, resource management, and documentation of mechanical equipment.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.22 Specialist Engineering - Electrical/Power		
<p>The Service Provider shall provide electrical/power systems services to support the achievement of technical integrity of electrical/power systems used within the ADF. The required services may include:</p> <ul style="list-style-type: none"> conduct requirements analysis and development; conduct design and implementation; conduct V&V; conduct certification and support; conduct planning and the delivery of engineering services, regulatory compliance, resource management, and project outcomes; and conduct review of contract deliverables. 	<ul style="list-style-type: none"> Electrical/Power engineering services. Plans and reports. Requirement specifications. Design documents and specialist engineering reports. V&V plans, procedures, and reports. Hazard analyses and reports Electrical/Power Certification. Contract documentation, plans, and reports. 	<p>Services are provided by personnel capable of providing professional technical advice and who are accountable for planning, regulatory compliance, resource management, and documentation of equipment and systems.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.23 Specialist Engineering - Electronic Warfare Self Protection		

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>The Service Provider shall provide self-protection services associated with the design, development, and maintenance of maritime, land and airborne Electronic Warfare (EW) systems. The Services include the provision of advice on RF EW and Radar Systems and concepts, Infrared EW Systems and concepts, and Electro Optical EW Systems and concepts. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • conduct planning and the delivery of engineering services, regulatory compliance, resource management, and project outcomes; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • EW engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • EW certification. • Contract documentation, plans, and reports. 	<p>Services are provided by personnel holding tertiary qualifications in a relevant engineering field (such as electronics or electrical engineering), with professional development sufficient to attain recognition as a chartered professional engineer or chartered engineering Technologist with Engineers Australia and with a minimum of 5 years of experience in the related areas of RF/Infrared Systems.</p> <p>Service providers demonstrate an understanding and appreciation of RF/IR/EO propagation, RF/IR/EO circuit design, antenna principles, radar techniques, weapons systems (using embedded software), platform signatures and systems engineering principles.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.24 Specialist Engineering - Aerospace Systems</p>		
<p>The Service Provider shall provide aerospace systems engineering services associated with requirements management, design and development, V&V, and mission support in the aerospace systems domain. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • conduct planning and the delivery of engineering services, regulatory compliance, resource management, and project outcomes; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Aerospace engineering services. • Plans and reports. • Requirement specifications. • Design documents and specialist engineering reports. • V&V plans, procedures, and reports. • Hazard analyses and reports. • Aerospace certification. • Contract documents, plans, and reports. • 	<p>Services are provided by personnel holding tertiary qualifications in a relevant engineering field (such as aeronautical or avionics engineering), with professional development sufficient to attain chartered status with Engineers Australia and a minimum of 5 years of experience in aerospace systems management tasks related to the statement of work/contract.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.25 Specialist Engineering - Capability Definition Documents Development</p>		

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>The Service Provider shall provide capability definition documentation development services. The required services may include:</p> <ul style="list-style-type: none"> • conduct capability and concept development; • conduct requirements analysis and development; • conduct design and implementation; • conduct V&V; • conduct certification and support; • conduct planning and the delivery of engineering services, regulatory compliance, resource management and project outcomes; and • conduct review of contract deliverables. 	<ul style="list-style-type: none"> • Requirements engineering services. • Plans and reports. • Requirement specifications (OCD/FPS/DOR). • Design documents and specialist engineering reports. • V&V and test and evaluation products. • Hazard analyses and reports. • Certification. • Contract documentation, plans, and reports. 	<p>Engineering: Services are provided by personnel holding tertiary qualifications in an engineering field (such as aeronautical or mechanical engineering), with professional development sufficient to attain chartered status with Engineers Australia and a minimum of 5 years of experience in systems engineering tasks related to the statement of work/contract.</p> <p>Materiel Logistics: Services are to be provided by personnel holding tertiary and/or vocational qualifications in logistics, asset management or related supply chain management field.</p> <p>Services provided reflect the Supply Chain Operational Reference (SCOR) methodologies.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>2.26 Specialist Engineering - Geospatial Systems/Software Development</p>		
<p>The Service Provider shall provide systems and software engineering services associated with implementing Defence Geospatial and Geospatial Intelligence Systems. The required services may include:</p> <ul style="list-style-type: none"> • Defence Geospatial Production & Intelligence Systems; • Defence Geospatial Collection Systems; • Defence Geospatial Dissemination Systems; and • deployable Defence Geospatial Systems. <p>The Service Provider shall conduct any work in accordance with relevant Defence Spatial Standards, including Open Geospatial Consortium Implementation Standards.</p> <p>The required services may include:</p> <ul style="list-style-type: none"> • conduct process analysis; • conduct requirements elicitation & management; • conduct system design; • conduct software design; • conduct software development; 	<ul style="list-style-type: none"> • Systems engineering services. • Software engineering services. • Business analysis. • Process analysis. • Documented requirements. • Software designs. • Software management plans. • Enterprise & system architectures. • Reports. 	<p>Services are provided by personnel holding professional and/or tertiary qualifications that cover the relevant subject areas and/or extensive experience in the required service systems and software engineering services.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> • conduct planning and implementing work packages using Agile software development methodology; • conduct web mapping application design & development; and • conduct User Interface (UI) design and development. 		
<p>2.27 Specialist Engineering - Reliability, Availability, Maintainability</p>		
<p>The Service Provider shall provide reliability, availability, and maintainability services associated with the tailoring, planning, performance, and management of Reliability, Availability and Maintainability (RAM) activities across one or more capability domains. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> • conduct development of specifications; • conduct development of the RAM program; • conduct maintenance requirements determination; • conduct RAM V&V; • conduct data collection and management; and • conduct modelling and simulation. 	<ul style="list-style-type: none"> • Tailoring, planning, performance, and management of RAM activities. • Development of specifications; • development of the RAM program; • Maintenance requirements determination; • RAM V&V; • data collection and management; and • modelling and simulation. 	<p>Services are provided by personnel holding professional and/or tertiary qualifications or relevant industry and/or domain work experience that cover the relevant subject areas and/or extensive experience in the required reliability, availability, and maintainability services.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
2.28 Flight Simulator Qualification Services - Qualification Testing Services		
<p>The Service Provider shall provide flight simulator qualification testing services in accordance with the requirements of CASR Part 60 Synthetic Training. The required flight simulator qualification testing services may include, activities associated with materiel compliance with flight simulation standards including:</p> <ul style="list-style-type: none"> • conduct technical review of draft and final Qualification Test Guides (QTGs); • conduct onsite objective and subjective evaluation of the synthetic training device; • conduct evaluation of the results of testing against the qualification standards; • conduct acting in the role of team leader for the qualification activity; and • conduct developing and delivering a qualification plan. 	<ul style="list-style-type: none"> • Notification to the Commonwealth and supplier of the suitability of the draft and final QTGs. • Determination of qualification level achieved. • Qualification certificates. • Reports on the results of qualification testing. 	<p>The Service Provider's personnel will have completed a suitable flight simulator evaluation training course and shall have up to date knowledge and experience in the requirements for the qualifying of flight simulators. The Services provided reflect an understanding of the ADF unique flight simulation requirements.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.29 Flight Simulator Qualification Services - Recurrent Fidelity Checking Services		
<p>The Service Provider shall provide flight simulator recurrent fidelity checking services in accordance with the requirements of CASR Part 60 Synthetic Training Devices or the simulation standard against which the initial qualification was conducted. The required flight simulator recurrent fidelity checking services may include activities associated with materiel compliance of flight simulation standards including:</p> <ul style="list-style-type: none"> • flight simulators quality system; • flight simulator reliability and serviceability; • current unserviceabilities and defects; • modification status; • conduct validation tests; • conduct functions and subjective tests; and • the proper functioning of the instructor station, seating, lighting, radio communications, navigation aids, and intercom facilities. 	<p>Notification to the Commonwealth and the flight simulator sustainment contractor of the outcome of the recurrent fidelity check including, but not limited to:</p> <ul style="list-style-type: none"> • status reports on qualification levels; • actions and associated time lines to rectify any identified deficiencies; • nomination of the agency that can verify resolution of deficiencies; and • provision of recommendations on the withdrawal, or not, of previously authorised training sequences. 	<p>The provider of the services shall have completed a suitable flight simulator evaluation training course and shall have up to date knowledge and experience in the requirements for the qualifying of flight simulators. The Services provided reflect an understanding of the ADF unique flight simulation requirements.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
2.30 Flight Simulator Qualification Services - Provision of Expert Advice		
<p>The Service Provider shall provide expert advice regarding flight simulator qualification activities.</p>	<ul style="list-style-type: none"> The expert advice shall be clearly articulated with reference to the source of the basis of the expert advice The expert advice shall be delivered in an agreed format. 	<p>The Service Provider personnel shall have completed a suitable flight simulator evaluation training course and shall have up to date knowledge and experience in the requirements for the qualifying of flight simulators.</p> <p>The Services provided reflect an understanding of the ADF unique flight simulation requirements.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Service providers are to employ industry best practice when undertaking the Services.</p>
2.31 Flight Simulator Qualification Services - Provision of Document Review		
<p>The Service Provider shall provide a document review in support of flight simulator qualification activities.</p>	<ul style="list-style-type: none"> Review report detailing the fitness and suitability for purpose of the document against the requirements of the document standard prescribed by the Commonwealth. The review report shall be provided in an agreed format. 	<p>The Service Providers personnel shall have completed a suitable flight simulator evaluation training course and shall have up to date knowledge and experience in the requirements for the qualifying of flight simulators. The Services provided reflect an understanding of the ADF unique flight simulation requirements.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
2.32 Flight Simulator Qualification Services - Flight Simulator Evaluation Training Course		
<p>The Service Provider shall provide a CASA recognised flight simulator evaluation training course to Commonwealth personnel and/or contractors on flight simulator or flight training device evaluation procedures, techniques, and methodologies.</p> <p>Flight simulator evaluation training courses shall be provided on a needs arising basis following notice of a training requirement, citing the number of prospective students to the service provider from an authorised Commonwealth representative.</p> <p>The flight simulator evaluation training courses are not required to be exclusive to Commonwealth personnel or contractors, and offers of training places may be made for flight simulator evaluation training courses that include third party students.</p>	<ul style="list-style-type: none"> The Service Provider shall provide to all Commonwealth personnel and/or contractors who successfully complete the CASA recognised training a certificate recording the student's name, course details and achievement level. 	<p>The Service Provider's personnel shall have completed a suitable flight simulator evaluation training course and shall have up to date knowledge and experience in the requirements for the qualifying of flight simulators.</p> <p>The Services provided reflect an understanding of the ADF unique flight simulation requirements.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Annex 3: Requirements for Materiel Logistics Services

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
3.1 Integrated Logistics Support Management		
<p>The Service Provider shall provide general Integrated Logistics Support (ILS) management services associated with the analysis, definition, planning, acquisition, transition, in-service management, sustainment, asset management, and disposal of materiel systems. The required services may include:</p> <ul style="list-style-type: none"> researching and developing support requirements; provide controlling and evaluating logistic support analysis; conduct managing logistics activities; conduct monitoring, controlling, and reviewing contractor deliverables; conduct development and updating of ILS documentation, including a range of technical management strategies and plans, logistic plans, and instructions; conduct development of statements of work for ILS Programs; conduct tender evaluation and source selection; and provide advice/input into management and technical reviews and management and coordination of project ILS teams. 	<ul style="list-style-type: none"> Reports. Logistic support analyses. ILS documentation including concepts and plans. Statements of work. Source Evaluation Reports (SER). Logistics and sustainment reports. Transition plans. 	<p>Services are to be provided by personnel with a thorough understanding of the integration requirements both within support elements, and between ILS and other technical logistics disciplines.</p> <p>Services are provided by a professional ILS manager with experience working in a logistics environment in acquisition ILS, in-service logistics, sustainment or asset management and experience in the application and management of LSA activities, with knowledge of the links between ILS, Logistic Support Analysis (LSA) and Test and Evaluation/Verification and Validation (T&E/V&V).</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services. All work and deliverables are to be provided in accordance with Contract.</p> <p>Specifically, the Services must be provided in accordance with:</p> <ul style="list-style-type: none"> sx000i (ILS). S2000M (Materiel Management Data). S3000L (LSA). S500F (In-service data Feedback).
3.2 Supply Chain Analysis and Inventory Optimisation and Planning		
<p>The Service Provider shall provide supply chain analysis and/or inventory optimisation and planning services associated with the performance, analysis, management, and optimisation of Defence supply chain activities. The required services may include:</p> <ul style="list-style-type: none"> Provide investigative and analytical services to review causal and data analysis from Defence logistics systems and assist in the development of remediation plans; Provide inventory monitoring services against Defence inventory remediation plans and strategies to support implementation; Develop business rules to improve inventory optimisation and cost reduction; 	<ul style="list-style-type: none"> Reports. Business analytics. Performance metrics and benchmarks. Business processes. Inventory optimisation plans and associated documents. Disposal strategies. Audit reports and recommendations. 	<p>Services are to be provided by personnel holding tertiary and/or vocational qualifications, or relevant industry and/or domain work experience, in logistics, asset management or a related supply chain management field.</p> <p>Service Providers are to possess industry experience in supply chain management and analysis or inventory optimisation and planning.</p> <p>Services reflect the Supply Chain Operational Reference (SCOR) methodologies.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> • Support business improvement initiatives; • Develop work processes and work instructions; • Assist in identifying and managing impacts of the technical regulatory framework on the supply chain and/or inventory; • Provide knowledge and experience in Defence logistics information systems and tools; • Assist with supply chain and inventory audits and reviews; • Assist with regional coordination of activities between multiple units and agencies; and • Provide assistance with disposal considerations, development of strategies, demilitarisation of equipment and environmental impact analysis. 		<p>undertaking the Services.</p>
<p>3.3 Compliance Assurance - Logistics Inventory and Assets</p>		
<p>The Service Provider shall provide Compliance Assurance (CA) review services for logistics inventory and assets. The required services may include:</p> <ul style="list-style-type: none"> • provide a facility-wide and/or discipline-specific approach to assessing compliance with legislation, regulations, and Defence related policy involving: <ul style="list-style-type: none"> ○ preparing organisations for compliance and assurance audits, inspections and reviews; and ○ conducting reviews and analyses of Business Units organisational performance. • support remediation and system improvement initiatives. 	<ul style="list-style-type: none"> • Specialist CA advice, analysis, and reports. • Preparatory advice on an organisation's ability to meet policy requirements. • Audit and/or surveillance activities including reports. • Remediation and system improvement strategies. • Remediation program of work and associated documents. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant tertiary qualifications or relevant industry and/or domain work experience; • a recognised CA accreditation; and • current CA experience commensurate with the requested skill level. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p> <p>Note: Personal certification should be in accordance with JAS-ANZ, RABQSA, IRCA, or an equivalent deemed acceptable by Defence. Industry certification/experience should span: (i) Auditing; (ii) Quality Management Systems; (iii) Environmental Management Systems; (iv) Occupational (Workplace) Health and Safety; (v) Social Accountability; and (vi) Risk Management.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
3.4 Problematic Items of Supply (PIOS) (including Work Health Safety issues)		
<p>The Service Provider shall provide services associated with the auditing, identification, reporting and recording of problematic items of supply within the Defence supply chain. The required services may include:</p> <ul style="list-style-type: none"> • Provide investigative and analytical services to identify hazardous items in accordance with known and emerging WHS legislation and regulations; • Provide guidance on problematic items of supply to: <ul style="list-style-type: none"> ○ develop remediation plans; ○ make recommendations for logistic system improvements; ○ develop business rules; and ○ develop work processes and work instructions. • Assist in identifying and managing impacts of the technical regulatory framework 	<ul style="list-style-type: none"> • Reports. • Logistics and WHS analytics. • Business processes. • Logistics system improvement requests. 	<p>Services are to be provided by personnel holding tertiary and/or vocational qualifications in logistics, asset management or a related supply chain management field. Provider personnel are to possess more than 5 years industry experience of in inventory analysis.</p> <p>Services reflect the SCOR methodologies.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
3.5 Logistics Support Analysis		
<p>The Service Provider shall provide Logistics Support Analysis (LSA) services associated with the tailoring, planning, performance, and management of LSA activities across one or more capability domains. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> • conduct Front-End Logistics Support Analysis (FELSA); • conduct tailoring and focusing LSA programs; • conduct development of LSA strategies; • conduct tailoring and using of logistics models; • conduct monitoring, controlling, and reviewing contractor LSA deliverables; • conduct tender evaluation activities; and • provide performance assessment of LSA program activities (including test and evaluation and optimisation of in-service materiel systems using LSA data and techniques). 	<ul style="list-style-type: none"> • Reports • FELSA. • LSA programs. • LSA strategies. • Source evaluation reports. • Test and evaluation reports. 	<p>Services are to be provided by personnel that:</p> <ul style="list-style-type: none"> • is trained in the usage of LSAR tools, particularly the Department of Defence-endorsed OMEGAPS and OMEGA2B and has a thorough understanding of Defence and international standards for LSA; and • has a thorough understanding of: <ul style="list-style-type: none"> ○ the capability systems life cycle; ○ the applicability and focus of different LSA activities at various stages in the lifecycle; and ○ the integration and interfaces between LSA and other technical disciplines such as the parent disciplines of ILS and systems engineering. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. Specifically, the Services must be provided in accordance with:</p> <ul style="list-style-type: none"> • sx000i (ILS); • S2000M (Materiel Management Data); • S3000L (LSA); and • S500F (In-service data Feedback). <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
3.6 Facilities Requirement Analysis and Planning		
<p>The Service Provider shall provide support services associated with the analysis, definition and planning of facilities and infrastructure to support Defence capability requirements. The required services may include:</p> <ul style="list-style-type: none"> • conduct research and develop facilities and infrastructure requirements; • develop sitting feasibility studies; • provide monitoring and controlling contractor deliverables; • developing and updating facilities documentation, including a range of technical management strategies and plans; • developing of statements of work for facilities and infrastructure programs; • conduct tender evaluation and source selection; and • provide facilities and infrastructure advice and support to the development and achievement of the Defence capability 1st and 2nd pass approval processes. 	<ul style="list-style-type: none"> • Research reports. • Facilities Requirement Analysis Reports. • Facilities Project documentation. • Budget estimate reports. • Documentation review reports. • Source Evaluation Reports (SER). • Statement of Work (SOW). • Sitting Feasibility Report. • Corporate Services & Infrastructure Requirements (CSIR) Part 1. 	<p>Services are provided by personnel with:</p> <ul style="list-style-type: none"> • with experience working in a Defence capability environment in either acquisition facilities and infrastructure projects or in-service facilities and accommodation management; • experience in the application and management of facilities activities, with knowledge of the links between facilities, ILS, training, and capability; and • a thorough understanding of the consolidated Defence requirements of within the Defence Capability Life Cycle processes. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
3.7 Facilities Program Governance and Delivery Support		
<p>The Service Provider shall provide support services associated with the acquisition, transition, capability integration, in-service management, and disposal of facilities and infrastructure as they relate to capability acquisitions. The required services may include:</p> <ul style="list-style-type: none"> • conduct research, develop, and evaluate facilities and infrastructure requirements; • conduct stakeholder management and liaison including CASG, Defence, Estate and Infrastructure Group (E&IG), operational units, and external stakeholders; • provide project delivery functions including governance of external agencies and contractors responsible for delivery of facilities and infrastructure; • provide project management and contract administration advice and support to the delivery of facilities including advice and support to approvals processes and compliance with relevant legislation; 	<ul style="list-style-type: none"> • Facilities Project Management Plans. • CASG / Defence evidence and documentation packs in support of approval processes. • Project delivery reports. • Facilities requirement analysis reviews. • Procurement and contracting documentation. • Transition plans. • Integration plans and processes. • Risk management plans and associated documentation. 	<p>Services are provided by personnel with:</p> <ul style="list-style-type: none"> • experience working in a Defence capability environment in either acquisition facilities and infrastructure projects, or in-service facilities and accommodation management; • experience in the application and management of facilities activities, with knowledge of the links between facilities, ILS, training, and capability; • thorough understanding of the consolidated requirements of Defence within the Defence Capability Life Cycle approval processes; and • thorough understanding of the Defence facilities approval processes including Estate & Infrastructure Gate Review. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and ADF requirements.</p> <p>Service providers are to employ industry best practice when</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> • develop and updating of facilities project documentation, including a range of project plans, technical management strategies and plans, capability integration plans, and risk plans; • develop statements of work for facilities and infrastructure programs; • review of facilities contract deliverables; • conduct tender evaluation and source selection; and • provide advice and support for the integration of other ILS elements into facilities project activities (e.g. supply support, training, maintenance and operational). 	<ul style="list-style-type: none"> • Documents to support ministerial communications. • Source evaluation reports. • Statements of work. • Documentation review reports. 	<p>undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>3.8 Codification Services</p> <p>The Service Provider shall provide support services associated with the acquisition, validation, maintenance, collation, submission, and related data entry of supporting technical data to create or maintain items of supply and NATO Commercial and Government Entity (NCAGE) in accordance with the NATO Codification System (NCS). The required services may include:</p> <ul style="list-style-type: none"> • liaise with design control authorities and/or suppliers to obtain/confirm supporting data for codification; • liaise with customers in the conduct of codification tasks; • conduct collating and associating supporting data with the required items to be codified; • provide screening references for existing NATO Stock Number (NSN) using the ADF and NATO provided tools; • submit codification requests to the National Codification Bureau (NCB); • evaluate supporting data to create Australian NSNs or create requests to foreign NCBs for the creation of NSNs; • evaluate supporting data to maintain Australian NSNs or create requests to foreign NCBs for the maintenance of NSNs; • process requests for Australian or foreign NCAGE; • provide data entry in support of codification activities; 	<ul style="list-style-type: none"> • Validated supporting data. • Codification task requests in the ADF codification tool • Correctly screened item lists. • Australian NSN creation or maintenance. • Australian NCAGE creation or maintenance. • Foreign NSN creation or maintenance requests. • Foreign NCAGE creation or maintenance requests. 	<p>Services are provided by personnel with:</p> <ul style="list-style-type: none"> • experience working in a Defence capability environment in either acquisition, or in-service logistics management; • experience in the identification of items of supply through interpreting technical information and applying this as descriptive data in the codification tool; • a strong customer service focus in delivering codification outcomes; • thorough understanding of the NATO codification system including: <ul style="list-style-type: none"> ○ Allied Codification Publication No 1 – NATO Manual of Codification; ○ Allied Codification Publication No 2/3 – NATO Supply Classification and Item Names; ○ Standardisation Agreement (STANAG): <ul style="list-style-type: none"> - 3150 - Codification - Uniform System of Supply Classification - 3151 - Codification - Uniform System of Item Identification - 4177 - Codification - Uniform System of Data Acquisition - 4199 - Codification – Uniform System of Exchange of Materiel Management Data - 4438 - Codification – Uniform System of Dissemination of Data Associated with NATO Stock Numbers (NSN). <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Annex 4: Requirements for Commercial Services

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>4.1 Strategic Business Advice</p> <p>The Service Provider shall provide strategic business advice. The required services may include:</p> <ul style="list-style-type: none"> • provide critical examination and analysis of issues which impact on the relationship between Defence and its key customers and stakeholders; • provide critical examination and analysis of the business processes within the Defence organisation which impact on the ability of Defence to deliver its services effectively and efficiently; • provide recommendations, management and/or assist with the implementation of business change management programs for services or products delivered to the Defence customer base; • provide critical examination and analysis of the behaviours in Defence which impact on the ability of Defence to deliver its services effectively and efficiently; • conduct or contribute to strategic performance review of corporate support services and products delivered to the Defence customer base; • conduct or contribute to the review of performance in relation to implementation of reform initiatives, audit recommendations, policy and process implementation and adherence; • provide macroeconomic impact analysis relevant to Defence business; • provide analysis and design of organisational models; • conduct assessment of organisational strengths and weaknesses; • develop business improvement strategies; • analysis and re-engineering of business processes; and • identify organisational efficiency measures and provide advice on human capital management issues. 	<ul style="list-style-type: none"> • Strategic business advice to Defence senior managers. • Cost/Benefit Analysis outcomes. • Macroeconomic analysis. • Organisational models. • Business improvement strategies. • Implementation plans. • Human capital management programs. • Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant qualifications and associated domain knowledge; and • strategic business advice experience (preferably with both Government and large global private organisations). <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>4.2 Procurement Methodologies & Contracting Options & Tender Development</p>		
<p>The Service Provider shall provide support and advice in relation to procurement methodologies, contracting options, and tender development. The required services may include:</p> <ul style="list-style-type: none"> • assess supply market trends including current and future market capacity and capability; • design and develop appropriate procurement methodologies and contracting options (including commercial arrangements) to: <ul style="list-style-type: none"> ○ deliver an optimised value-for-money outcome; ○ mitigate risks; ○ reduce costs of tendering to industry and the Commonwealth; ○ minimise through-contract cost of ownership; ○ minimise the level of management, governance, and administration; ○ where appropriate employ a collaborative approach to engaging industry; and ○ employ contemporary performance management. • develop associated requirements definitions, business cases, strategies, plans, and tender documentation; • leading, or assisting with, tendering activities, and providing expert advice to Defence during those activities; and • conduct training and educating Defence personnel in relation to procurement methodologies, contracting options and tender development. 	<ul style="list-style-type: none"> • Procurement/contracting options papers. • Commercial arrangement details. • Strategies and plans. • Business cases. • Procurement documentation. • Progress reports. • Training. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant qualifications and associated domain knowledge; • detailed procurement methodology and contracting experience with both Government and private organisations – including direct experience with procurement activities and designing contracts; and • understanding of the content of the Defence Procurement Policy Manual (DPPM), and related guidance, and the ASDEFCON suite of tendering and contracting templates. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>4.3 Procurement Evaluation Support</p>		
<p>The Service Provider shall provide evaluation support in relation to Defence procurement activities. The required services may include:</p> <ul style="list-style-type: none"> • analyse the capability requirement and developing appropriate tender evaluation criteria; • develop simple evaluation methodologies that are fit for purpose; • develop or supplying evaluation tools and systems; 	<ul style="list-style-type: none"> • Evaluation criteria. • Fit for purpose evaluation methodologies. • Tools and systems. • Training. 	<p>Services are to be provided by personnel professional with:</p> <ul style="list-style-type: none"> • relevant qualifications and associated domain knowledge; • good business acumen and evaluation experience; and • understanding of the content of the DPPM, and related guidance, and evaluation methodologies. <p>Services are to be provided commensurate with relevant Australian and</p>

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<ul style="list-style-type: none"> training evaluators in the use of the tools and systems; leading, or assisting with evaluation activities, and providing expert advice to defence during those activities; and develop evaluation reports. 	<ul style="list-style-type: none"> Source Evaluation Reports. 	<p>International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>4.4 Liability Risk Analysis</p>		
<p>The Service Provider shall provide contractual liability analysis services. The required services may include:</p> <ul style="list-style-type: none"> conduct or facilitate contractual liability workshops to develop principles for the desired allocation of risk between parties to a contract; provide identification and analysis of which party to a contract is best to bear risks; and develop contractual strategies and terms for monitoring, reviewing, and treating risks. 	<ul style="list-style-type: none"> Contractual liability workshops. Allocation of liabilities under a contract between the parties. Risk assessment and management strategies. Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant qualifications and associated domain knowledge; liability risk analysis experience preferably with both Government and private organisations; and a sound understanding of the content of the DPPM, and related guidance, and the types/classes of commercial risk that potentially materialise via procurement activities. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>4.5 Contract Management & Contract Performance</p>		
<p>The Service Provider shall provide contract management services (i.e. services relating to the management of contract post execution). The required services may include:</p> <ul style="list-style-type: none"> develop contract management framework, strategy and/or plan; develop contract performance metrics and requirements; conduct or contribute to performance and compliance reviews of suppliers under contract, including reviews of: <ul style="list-style-type: none"> supplier self-assessments of service delivery; achieving Australian Industry Capability (AIC) requirements; adherence to appropriate WHS requirements; and/or adherence to appropriate environmental and ecological sustainability requirements. develop, supply, or operate a contract management system, or 	<ul style="list-style-type: none"> Contract management documentation. Contract management systems. Contract management processes/tools. Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant qualifications and associated domain knowledge; contract management experience preferably with both Government and private organisations; and a sound understanding of the content of the DPPM, and related guidance, and ASDEFCON based contracts. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>processes/tools, to record, monitor and track:</p> <ul style="list-style-type: none"> • communications between the parties; • performance of the contract and financial status (e.g. payments made, balance against securities, etc.); • material provided by one party to the other; • variations and change proposals; • intellectual property; • claims by one party on the other (e.g. warranties, liquidated damages, defects, liabilities, etc.); and • other important or necessary information in relation to the operation of the contract. 		
<p>4.6 Commercial Financial Investigation and Validation Services</p>		
<p>The Service Provider shall provide cost investigation and validation services. The required services may include:</p> <ul style="list-style-type: none"> • conduct cost investigation and validation of cost estimates and proposals; • conduct development of the financial aspects of tenders; • develop accurate cost models to collect information as part of cost investigation and validation • provision of services to assist in the audit and review of contractor forecasts and costs; • conduct assessment of the financial aspects of tender evaluations; • conduct negotiations relating to financial matters; and • preparation and presentation of cost investigation reports to independent reviewers and high-level decision-makers. 	<ul style="list-style-type: none"> • Advice on cost investigation techniques and practices. • Cost investigation models/relationships. • Cost investigation reports. • Financial input to tender evaluation reports and contract negotiation directives. 	<p>Services are to be provided by a personnel with relevant qualifications and associated domain knowledge. Cost investigations are accurate and appropriate to the various stages of the procurement process; and</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations and Defence requirements. Service Providers are to employ Industry best practice when undertaking the Services.</p>
<p>4.7 Strategic Communication Advice</p>		

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<p>The Service Provider shall provide services associated with strategic communication management for Defence. The required services may include:</p> <ul style="list-style-type: none"> • develop strategic communications approaches; • conduct reputation and brand management functions; • conduct marketing and events management services; • provide media and issues management; • research, write, implement, and evaluate internal and external communication strategies and plans; • provide speech writing and writing/editing of material for internal and external publications; and • draft and edit media releases or talking points related to ministerial submissions. 	<ul style="list-style-type: none"> • Specialist communications support. • Strategic communication strategies. • Implementation plans and development of supporting documentation for communication strategies. • Drafting and facilitating appropriate levels of clearance for various communications products such as articles, speeches, and media releases. • Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant tertiary qualifications or relevant industry and/or domain work experience and/or extensive media industry experience as a graded journalist or public affairs operative; • membership of the Public Relations Institute of Australia, the International Association of Business Communicators, or other relevant accredited professional association; • comprehensive understanding of extant Defence instructions on the release of information in the public domain including the general media; and • an unbiased and informed view on current Defence issues and reform agendas. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
4.8 Specialist Insurance Advice		
<p>The Service Provider shall provide specialist insurance advice to Defence business units. The required services may include:</p> <ul style="list-style-type: none"> • provide advice on contract provisions and insurances required to cover assessed risks; • assist with the evaluation of insurance aspects of business and tender proposals; • review of insurance policies and liaison with insurance brokers to ensure sufficiency of insurance coverage; and • provide risk advice, maritime, aerospace, or other technical insurance advice, or brokerage services. 	<ul style="list-style-type: none"> • Specialist insurance advice and reports, especially in relation to maritime and aerospace insurances. • Specialist review of insurance policies. • Brokerage services. • Reports. 	<p>Services are provided by an accredited specialist insurance professional with a thorough understanding of the insurance market and applicable standards/frameworks.</p> <p>Services are to be provided commensurate with relevant Australian, both in Australia and internationally, and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
4.9 Supplier and Product Compliance Assurance		
<p>The Service Provider shall provide Quality Assurance (QA) services over Defence suppliers and products. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> • facility-wide and/or contract-specific approach to assessing a 	<ul style="list-style-type: none"> • Audit and/or surveillance findings, reports and/or trends of suppliers ability in meeting the defined deliverables within the statement of work. 	<p>Services are provided by an accredited personnel with the following:</p> <ul style="list-style-type: none"> • current Lead Auditor Certification – JAS-ANZ, RABQSA, IRCA, or equivalent deemed acceptable by the relevant contract authority. • relevant tertiary qualifications or relevant industry and/or domain work

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>supplier's stated capability, capacity and rigour of its management and/or operational systems to meet its contractual obligations. These include:</p> <ul style="list-style-type: none"> o conduct design, development, production and/or integration of Defence software QA requirements; o conduct design, development, production and/or integration of Defence capability and products; o conduct production tests and inspections; o conduct in-process tests and inspections; and o conduct final inspections. 	<ul style="list-style-type: none"> • Specialist risk assessment and advice. • Reports. 	<p>experience;</p> <ul style="list-style-type: none"> • a recognised program/product management professional qualification; (such as registered Project Managers under AIPM); • current and relevant project management experience; and • knowledge of relevant Australian and International Standards, regulations, and Defence requirements/methodologies. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Annex 5: Requirements for Corporate Performance Services

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
5.1 Continuous Improvement - Strategy/Facilitation/Coaching/Mentoring Programs		
<p>The Service Provider shall provide services in relation to Continuous Improvement (CI) activities. The required program may include:</p> <ul style="list-style-type: none"> • provide CI strategy development, benefits mapping, and innovation planning; • provide critical examination and assessment of personal/Defence specific cultural values and behaviours which impact on productivity and the ability to deliver services effectively and efficiently; • provide transfer of knowledge, values and behaviours which deliver improvements to Defence efficiency and productivity; • facilitate process improvement during CI activities; and • facilitate part day, full day, or multi day coaching/mentoring workshops. 	<ul style="list-style-type: none"> • Reports. • CI strategies and plans. • Development and assessment reports. • Process improvement. • Assessable transfer of CI knowledge, behaviours, tools, values, strategies, and activity plans. • CI Activity planning, control, and reporting documentation. • Support during CI activities. • Improvement program/CI activity planning, control, and reporting documentation. • Development of metrics and measures of effectiveness for CI activities. • Evaluation of CI activities. 	<p>Services are to be provided by personnel with relevant tertiary qualifications, or relevant industry and/or domain work experience, accreditations, certifications, registrations, and current experience.</p> <p>Services and advice must be practical, collaborative, perceptive, based on most-current CI methodologies and tools, and be applicable to the Defence environment. It should utilise adult learning principles and be Australia-wide.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
5.2 Continuous Improvement Training		
<p>The Service Provider shall provide competency based accreditation/training programs, which are practical, collaborative, perceptive, and based on CI methodologies and tools. The required services may include:</p> <ul style="list-style-type: none"> • provide training programs based on CI methodologies such as Lean, Sigma Six, Theory of Constraints and Business Process Re-engineering; • provide transfer of knowledge, values and behaviours which deliver improvements to efficiency and productivity; 	<ul style="list-style-type: none"> • Reports. • CI Training Programs in line with Defence requirements. • Transfer of CI knowledge, behaviours, tools, values, strategies, and activity plans. • Metrics and measures for transfer of learning for CI knowledge, behaviours, tools, values, 	<p>Services are to be provided by a qualified Coach/mentor with relevant tertiary qualifications, accreditations, certifications, registrations, and current experience.</p> <p>Services and advice must reflect most recent CI methodologies and be tailored, practical, and applicable to the Defence environment. It should utilise adult learning principles and be Australia-wide.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> conduct part day, full day, or multi day training workshops, face-to-face sessions and coaching and mentoring sessions in relation to CI; and provide advice on the conduct of training workshops, face-to-face and coaching and mentoring sessions in relation to CI. 	<p>strategies, and activity plans.</p> <ul style="list-style-type: none"> Evaluations of CI training programs. 	<p>the Services.</p>
<p>5.3 Quality Management: Policy and Practices</p>		
<p>The Service Provider shall provide guidance and services to design, implement, manage, monitor, and improve policy and general practices in support of quality management and the management of quality issues. The required services may include:</p> <ul style="list-style-type: none"> integration of management systems under a single assessment and management framework; manage, measure, and monitor business processes to ensure appropriate control and prevention of the unintended use of obsolete processes; measure, analyse and report the health of the organisation, suppliers, their products and services. This includes the collection and analysis of business/performance metrics; and develop business processes and business improvement models and proposals. 	<ul style="list-style-type: none"> Reports Quality plans Business/performance metrics Business/process models Business improvement proposals. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised QA accreditation; current QA experience; knowledge of relevant Australian and International Standards, regulations, and Defence requirements; and thorough understanding of quality management principles. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>5.4 Quality Management: Theory and Principles</p>		
<p>The Service Provider shall provide services to adopt and implement principles and practices in support of quality management and the management of quality issues in support of the implementation of quality policy in order to achieve its objectives. The required services may include:</p> <ul style="list-style-type: none"> integration of management systems under a single assessment and management framework provide advice and guidance on quality management and the management of quality issues manage, measure, and monitor business processes ensure appropriate control and prevention of the unintended 	<ul style="list-style-type: none"> Plans Business/performance metrics Business/process models Business improvement proposals Quality management advice & guidance System/process mapping Root Cause Analysis. 	<p>Services are to be provided by personnel with</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised QA accreditation; current QA experience; knowledge of relevant Australian and International Standards, regulations, and Defence requirements; and thorough understanding of quality management principles. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>use of obsolete processes</p> <ul style="list-style-type: none"> measure, analyse, and report the health of the organisation, suppliers, their product and or services, including the collection and analysis of business/performance metrics development of business, processes and business improvement models/proposals 		<p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>5.5 Quality Management: Internal Audits</p>		
<p>The Service Provider shall provide guidance and assistance in relation to internal audits under an internal audit program. The required services may include:</p> <ul style="list-style-type: none"> conduct gap analysis; design and implementation of internal audits; and conduct design and facilitation of internal self-assessment activities. 	<ul style="list-style-type: none"> Reports. Gap analysis reports. Audit (including self-assessment) plans. System/process audits and reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised QA accreditation; current QA experience; knowledge of relevant Australian and International Standards, regulations, and Defence requirements; and thorough understanding of quality management principles. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p> <p>Note: Personal certification should be in accordance with JAS-ANZ, RABQSA, IRCA, or an equivalent deemed acceptable by Defence. Industry certification/experience should span: (i) Auditing; (ii) Quality Management Systems; (iii) Environmental Management Systems; (iv) Occupational (Workplace) Health and Safety; (v) Social Accountability; and (vi) Risk Management.</p>
<p>5.6 Quality Management: Quality Management System Development</p>		
<p>The Service Provider shall provide guidance and assistance in relation to Quality Management Systems (QMS). The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> provide research and advise on the most appropriate design/standard for a QMS; conduct QMS design, development, and implementation; 	<ul style="list-style-type: none"> Reports. QMS design. Implementation plans and reports. Documented advice and guidance. Guidance. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised QA accreditation; current QA experience;

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> plan and conduct post implementation assessments to measure the success of a QMS. <p>The Service Provider shall provide guidance and assistance in the development, management, implementation of a QMS in preparedness for the certification (third party) of the QMS to assist Defence to successfully implement a quality policy in order to achieve its objectives.</p>		<ul style="list-style-type: none"> knowledge of relevant Australian and International Standards, regulations, and Defence requirements; and thorough understanding of quality management principles. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>5.7 Quality Management: Quality Management System Audit & Certification Services</p>		
<p>The Service Provider shall plan, deliver, and/or conduct an Audit and/or certification program to facilitate the certification (by a third party) of the QMS in support of the operations and functionality of business unit's objectives. The required services may include:</p> <ul style="list-style-type: none"> prepare for the certification (third party) of a QMS (including gap analysis, action planning, and pre-certification assessment); conduct pre-certification QMS assessment planning conduct pre-certification assessment plan and conduct an appropriate audit program to facilitate the certification of a QMS; and provide pre-certification audit, certification audit, and surveillance audits as appropriate 	<ul style="list-style-type: none"> Reports Documented advice and guidance. Gap analysis and modelling. Audit plans and reports. Certification plans and reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; knowledge of relevant Australian and International Standards, regulations, and Defence requirements; and thorough understanding of quality management principles. all audits shall be conducted in accordance with JAZ-ANZ requirements, AS/NZS ISO 19011 and ISOIEC 17021 at a minimum. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>5.8 Quality Management: External Suppliers</p>		
<p>The Service Provider shall provide QA services in relation to the suppliers to Defence and their products. The required services may, at either a facility-wide and/or contract-specific level, include:</p> <ul style="list-style-type: none"> assess the design, development and production of products and services for Defence at the required level of quality; conduct production tests and inspections to assess a supplier's capability and capacity to meet its contractual obligations; and design, implement, and conduct internal audits. 	<ul style="list-style-type: none"> Reports. QA plans, assessments, and reports. Audit and/or surveillance reports. Audit (including self-assessment) plans. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant tertiary qualifications or relevant industry and/or domain work experience; a recognised QA accreditation; thorough and current QA experience; knowledge of relevant Australian and International Standards, regulations, and Defence requirements; and a thorough understanding of quality management principles.

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		<p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p> <p>Note: Personal certification should be in accordance with JAS-ANZ, RABQSA, IRCA, or an equivalent deemed acceptable by Defence. Industry certification/experience should span: (i) Auditing; (ii) Quality Management Systems; (iii) Environmental Management Systems; (iv) Occupational (Workplace) Health and Safety; (v) Social Accountability; and (vi) Risk Management.</p> <p>Note: Defence supplier QA is to be based on the international (military) benchmark of NATO Standardization Agreement (STANAG) 4107 - Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications (AQAP) dated 6 Jul 07. Reference should be made to the NATO website for further details: http://www.nato.int</p>
<p>5.9 Learning System Development and Management Services</p>		
<p>The Service Provider shall provide learning system development and management support for specified projects or programs in line with the Systems Approach to Defence Learning (SADL) and where appropriate, the National Skills Framework (NSF). The required services may include the provision of specialist advice and/or direct support to both internal Defence stakeholders and external stakeholders in the various phases of SADL: analysis, design, development, implementation, and evaluation.</p> <p>The learning system development and management support for specified projects or programs may include:</p> <ul style="list-style-type: none"> planning, scheduling, and advising on the implementation of all phases of the SADL, NSF and other learning system development and management methodologies in the context of a project, program or part there-of; advising on employing and tailoring learning system development and management technologies and other tools and models; provide mentoring advice and other assistance to learning system development and management staff and other 	<ul style="list-style-type: none"> Reports Learning system development and management planning, scheduling and implementation advice. Demonstrations Briefings and Presentations. Learning Management Plans. Learning system documentation and other deliverables such as RFQTS, SOW and survey and quote requests. Production, refinement and revision of learning system development and management documents related to the analysis, design, development, implementation and evaluation phases of the learning system. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant qualifications, accreditations, certifications, registrations, and associated domain knowledge; L&D experience (preferably with both government and private organisations); and Proficiency in the understanding and application of the content of the SADL and the NSF. Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements. <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>stakeholders;</p> <ul style="list-style-type: none"> • provide advice on the preparation of learning system development and management documentation; • provide advice on learning system development and management, governance including policy, procedures, responsibilities, accountabilities, organisations, and processes; • application of risk management within the learning system development and management; • review, coordinate, develop, and update learning system development and management documents, plans, and tools; • review, coordinate, and develop contract/RFQTS/SOW deliverables; and • assist with transition activities when transferring aspects of the learning system development and management to other stakeholders. 		
<p>5.10 Learning and Development (L&D) Analysis Services</p>		
<p>The Service Provider shall provide L&D analysis services in line with the requirements of the SADL and where appropriate, the NSF. The required services may include:</p> <ul style="list-style-type: none"> • determine learning and development information requirements; • planning and implementing information collections in relation to learning and development; • assist with preparation of learning and development business cases; • prepare human performance needs analysis; • conduct competency/task/gap analysis; • prepare job/task profiles; • prepare needs statements; • conduct target population/feasibility/occupation/risk analysis; • prepare job specification/training requirements specifications; • prepare L&D Strategies; and 	<ul style="list-style-type: none"> • Reports. • Information collection plans. • Analyse phase scope checklists. • Business case. • Human performance needs analysis. • Competency/task/gap analysis. • Job/task profiles. • Needs statements. • Target population profiles: APS/ADF/contracted staff. • Feasibility/occupation/risk analysis. • Job/training requirements specifications. • L&D strategy. • Draft units of competency. • Draft qualifications and skill sets. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant qualifications, accreditations, certifications, registrations, and associated domain knowledge; • L&D experience (preferably with both government and private organisations); and • Proficiency in the understanding and application of the content of the SADL and the NSF. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<ul style="list-style-type: none"> prepare other L&D tools, policies, procedures, and guidance notes. 	<ul style="list-style-type: none"> Professionalisation frameworks. L&D tools, policies, and procedures and guidance notes. 	
<p>5.11 Learning and Development (L&D) Design and Development Services</p>		
<p>The Service Provider shall provide L&D analysis services in line with the requirements of the SADL and where appropriate, the NSF.</p> <p>The L&D activity may include competency based courses and competency based assessment. Interventions may be face to face, distance, e-learning and blended.</p> <p>The required services may include, :</p> <p>define the learning and assessments environments;</p> <p>generate learning outcomes and learning outcome statements;</p> <p>conduct competency mapping;</p> <p>conduct environmental profile;</p> <p>selection of assessment and learning strategies, and strategies for evaluating the whole process of preparing for and then conducting learning and development;</p> <p>determine Units of Competency (UoC) to be awarded and plan for UoC recognition;</p> <p>develop materials and equipment used to deliver learning and development and assessment outcomes;</p> <p>preparation of all resources contributing to learning and development;</p> <p>plan and design evaluations;</p> <p>plan, conduct, and evaluate L&D trial (i.e. pilot) activities;</p> <p>draft of learning, assessment, and evaluation plans;</p> <p>draft and finalise learning management packages including learning management information, curriculum, major resource requirements, learning and assessment materials, and supporting materials; and</p> <p>identify legislative changes pertinent to L&D.</p>	<ul style="list-style-type: none"> Reports. Learning Outcome Statements. Learning and Assessment Statements. Competency Mapping Report. Course Map/Plans. Evaluation statements. Learning, assessment, and evaluation plans. Learning management packages (draft and finalised). Curricula. Course materials (which may include facilitator guides, student guides, assessment tasks, evaluation sheets, assessor guides, evidence guides, and development pathways). Other L&D materials. Logbooks. Trial of L&D solution/trial reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> Relevant qualifications, accreditations, certifications, registrations, and associated domain knowledge; extensive L&D experience (preferably with both government and private organisations); and proficiency the understanding and application of the content of the SADL and the NSF. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

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5.12 Learning and Development (L&D) Implementation and Administration Services		
<p>The Service Provider shall provide L&D implementation and administration services in line with the requirements of the SADL.</p> <p>The learning and development delivery may include competency based courses and competency assessment in accordance with the requirements of the NSF.</p> <p>The L&D may be face-to-face, distance, e-learning and blended. The requirement may include use of the Australian Defence Organisation's Corporate Learning Management System also known as CAMPUS. The required services may include:</p> <ul style="list-style-type: none"> • preparing L&D calendar of events; • plan and deliver L&D communications and marketing strategies; • preparations for L&D and/or assessment including pre-delivery administration (such as booking of catering and venues for L&D interventions, arranging equipment, printing of course materials, distribution of pre-requisite reading, etc.); • administer L&D interventions including changes, nominations, and panelling; • administer in relation to L&D intervention providers and facilitators; • report L&D intervention activities; • deliver L&D interventions including facilitation and management of in-course administration; • conduct of assessments (assessments may be formative and summative and may include competency assessment); • conduct of post-delivery administration and learning and development reviews (including the issue of qualifications/certificates and course evaluation, participate in moderation workshops, updating PMKeyS with relevant session attendance and updating participant's competencies, notification of L&D outcomes to supervisors); • prepare post-course material, including learning review reports; • contribute to learning implementation boards; • develop other materials and equipment used to deliver 	<ul style="list-style-type: none"> • Reports. • L&D delivery calendar, communications plan, and marketing plan. • L&D administration. • L&D delivery. • L&D assessment. • L&D materials including L&D training report, pre-learning assessment; learning review report. • L&D helpdesk function. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant qualifications, accreditations, certifications, registrations, and associated domain knowledge; • L&D experience (preferably with both government and private organisations); and • proficiency the understanding and application of the content of the SADL and the NSF. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>learning and development and assessment outcomes; and</p> <ul style="list-style-type: none"> provide general advice and assistance to L&D intervention participants. 		
<p>5.13 Competency Assessment and Professional Body Sponsorship and Certification Services</p>		
<p>The Service Provider shall provide competency assessment to meet the requirements of the NSF.</p> <p>Assessors may be required to register with a nominated Registered Training Organisation (RTO) and conduct assessment in accordance with the policy requirements of that RTO, or may be required to provide assessment services as an RTO in their own right. The required services may include:</p> <p>conduct pre-learning assessments;</p> <p>assess and test learners;</p> <p>conduct competency based assessment to meet the requirements of the NSF, including recognition of prior learning;</p> <p>provide assessment outcomes and reports;</p> <p>provide briefings on competency assessments; and.</p> <p>participate in moderation workshops.</p> <p>The Service Provider may also provide Professional Body Sponsorship and Certification (PBS&C) services. The required services may include:</p> <p>develop and maintain effective relationships with internal and external stakeholders including applicants, service providers, peak body representatives, and division representatives;</p> <p>process participant applications in accordance with the relevant Standard Operating Procedures (SOPs);</p> <p>process peak body certificates to participants in accordance with the extant SOPs;</p> <p>update information within the relevant extant Intranet site as directed; and</p> <p>coordinate communications and marketing activities;</p>	<ul style="list-style-type: none"> Reports. Competency assessments. Moderation of assessments. Relationships for relevant Defence workforce element with related peak and industry associations and other bodies. Relevant Defence workforce element achieves PBS&C with related peak and industry associations and other bodies. PBS&C services Help Desk functions. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> relevant qualifications, accreditations, certifications, and registrations (which may include being a RTO) and associated domain knowledge; appropriate L&D experience (preferably with both government and private organisations); and proficiency the understanding and application of the content of the NSF. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
5.14 Learning and Development (L&D) Evaluation Services		
<p>The Service Provider shall provide L&D evaluation services to measure the effectiveness of learning and development in meeting workplace performance requirements in line with the requirements of the SADL and where appropriate, the NSF. The required services may include:</p> <ul style="list-style-type: none"> • conduct risk analysis of L&D evaluation requirements in accordance with Defence Enterprise Risk Management Framework; • collect and collate of information and data for the purposes of course evaluation; • analyse and synthesis of evaluation data; • develop evaluation strategies and guidance; and • prepare of evaluation reports and learning review reports. 	<ul style="list-style-type: none"> • Risk Analysis of L&D evaluations. • Evaluation Strategies. • Evaluation Reports. • Learning Review Reports. 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant qualifications, accreditations, certifications, registrations, and associated domain knowledge; • extensive learning and development experience (preferably with both government and private organisations); and • proficiency the understanding and application of the content of the SADL and the NSF. <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
5.15 Capacity Planning Services		
<p>The Service Provider shall provide capacity planning analysis and services, and services supporting the development and maintenance of capacity planning systems and tools. Required services may include:</p> <ul style="list-style-type: none"> • identify CASG workforce supply and demand and associated risks, by occupational profile, to deliver CASG outcomes; in conjunction with Defence People Group (DPG); • define the required organisation design to inform the future CASG structure; • allocate resources to achieve CASG priorities • recruit within resources in accordance with Defence and CASG priorities; and • work with Defence to ensure opportunities for development of people are maximised within CASG. 	<ul style="list-style-type: none"> • Draft or final capacity planning strategies, action plans, work plans, briefs, schedules or reports. • Options for organisational re-design • Resource forecasts, plans, budgets • Risk management plans 	<p>Services are to be provided by personnel with:</p> <ul style="list-style-type: none"> • relevant qualifications, accreditations, certifications, registrations, and associated domain knowledge; <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
5.16 Workforce Information Technology System		
<p>The Service Provider shall provide capacity planning information technology system support, analysis, and other related services, supporting the development and maintenance of capacity planning information technology systems. Required services</p>	<ul style="list-style-type: none"> • Provision of schedules, plans, reports related to capacity planning information technology system. • Advice to optimise the capacity 	<p>Services are to be provided by personnel holding appropriate qualifications, accreditations, certifications, registrations, and/or extensive experience in strategic human resource and/or workforce intelligence/planning.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>may include:</p> <ul style="list-style-type: none"> provide advice in relation to the configuration, design, and functionality of a specified workforce analysis and planning information technology system; work with other stakeholders to optimise the outputs of the capacity planning information technology system; and Other tasks relating to the capacity planning information technology system. 	<p>planning information technology system</p> <ul style="list-style-type: none"> Training and coaching for key stakeholders in relation to the capacity planning information technology system Advice in relation to risks and other impacts of utilisation of the capacity planning information technology system 	<p>Service providers must be able to provide and deliver strategic level advice, presentations, and reports to the Defence senior executive while demonstrating forward-thinking and an appreciation of the unique characteristics of the Defence workforce environment.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>
<p>5.17 Workforce Intelligence</p>		
<p>The Service Provider shall provide workforce intelligence analysis and services, and services supporting the development and maintenance of workforce intelligence systems and tools. The required services may include:</p> <ul style="list-style-type: none"> conduct labour force, demographic, and socio-economic analysis; conduct workforce simulation and data integration; conduct workforce intelligence information systems and tools; conduct measurement of impacts of personnel policy; conduct workforce modelling and forecasting; performance analysis based on selection, classification, and assessment; conduct demographic and attitudinal surveys; provide advice relating to research methodology; and synthesis of workplace information from multiple sources. 	<ul style="list-style-type: none"> Reports. Workforce intelligence research, analysis, modelling, forecasting, evaluation, and advice. Employment strategies (including selection, recruitment, and retention). Workforce intelligence reports. Workforce intelligence simulations. Workforce intelligence systems and tools. Workforce intelligence proposals. 	<p>Services are to be provided by personnel holding appropriate qualifications, accreditations, certifications, registrations, and/or extensive experience in strategic human resource and/or workforce intelligence/planning.</p> <p>Service providers must be able to provide and deliver strategic level advice, presentations, and reports to the Defence senior executive while demonstrating forward-thinking and an appreciation of the unique characteristics of the Defence workforce environment.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Annex 6: Requirements for Authoring and Writing Services

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>6.1 Doctrine Publication Authoring Support</p> <p>The Service Provider shall provide publication authoring services supporting the ADF's joint and single service doctrine publication development. The required services may include:</p> <ul style="list-style-type: none"> analyse the development requirement for each publication; develop author's briefs for each publication in the required format for endorsement by the publication sponsor; facilitate publication working groups of key stakeholder organisations and selected subject matter experts; author the publication in accordance with the agreed author's brief; facilitate and develop the publication to the first draft stage; facilitate and develop the publication to the final draft stage for sponsor approval; liaise with the various ADF joint and single service doctrine organisations to facilitate comments on draft publications; understand and incorporate existing and developing doctrinal concepts into relevant publications; and where relevant understand and incorporate the doctrine of allies and potential coalition partners to facilitate interoperability. <p>For information, publications and series of publications will generally be developed over five phases, which are:</p> <p>Phase 1: Preliminary Analysis of Requirement. During this phase, the Service Provider will be required to identify and analyse the issues associated with the development of each publication.</p> <p>Phase 2: Development of an Author's Brief for Sponsor Endorsement. During this phase, the Service Provider will co-facilitate, with the sponsor, the conduct of a working group of representatives from key stakeholder organisations and selected subject matter experts. The purpose of the working group is to develop and achieve consensus of the aim, level, scope and detailed breakdown of the structure for each publication.</p>	<p>Provide electronic and/or hard copy doctrine publications in the required format. This involves outputs of:</p> <ul style="list-style-type: none"> analysis of the requirements; author's briefs; drafting and authoring (in MS Word and Correl Draw); facilitation and liaison; production of images (at a minimum of 300 dpi); and Identification and use of historical examples and quotes. <p>The phase deliverables include:</p> <p>Phase 1: A preliminary author's brief for each publication to enable members of the publication-working group to come fully prepared for the working group.</p> <p>Phase 2: An author's brief for sponsor endorsement.</p> <p>Phase 3: Preliminary first draft.</p> <p>Phase 4: A first draft of each publication for acceptance by the sponsor.</p> <p>Phase 5: An agreed final draft of each publication for acceptance by the sponsor.</p>	<p>Services are to be provided by personnel in accordance with relevant Defence and Commonwealth authoring requirements/guides (including the Commonwealth Style Manual, Defence Writing Manual, and Joint Doctrine Development Guide).</p> <p>Deliverables must in an amendable format that is compatible with Defence information technology systems and tools.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
<p>Phase 3: Authoring of the Publication in accordance with the endorsed Author's Brief. During this phase, the Service Provider will write the publication in accordance with the Author's Brief. To complete this phase, the Service Provider must have a detailed understanding of the ADF requirement. This phase will require consultation with approved stakeholders, subject matter experts, and the sponsor in order to obtain source data, reference material, and advice.</p> <p>Phase 4: Development of the First Draft. During this phase, the Service Provider will co-facilitate, with the sponsor, the conduct of a working group of representatives from key stakeholder organisations and selected subject matter experts. This working group reviews the preliminary first draft and provides comprehensive feedback and guidance to the Service Provider. Subsequently, the Service Provider will incorporate the outcomes of the working group to produce the first draft in the format specified by the sponsor. Supporting tables, figures, diagrams, and graphics must meet the sponsor's specifications.</p> <p>Phase 5: Development of the publication to the agreed final draft. In some cases, the Service Provider may be asked to continue publication development to an agreed final draft. Phase 5 is likely to involve seeking an additional round of comments from stakeholders, incorporation, issues resolution, and final formatting. The requirement for Phase 5 will be identified in the respective Request for Quote (RFQ)</p>		
6.2 General Authoring & Writing Services		
<p>The Service Provider shall provide authoring and writing services. The required services may include:</p> <ul style="list-style-type: none"> • prepare textual and graphical material for use in the compilation of new pages, replacement pages and/or supplementary pages; and • prepare publication preliminary pages, post pages, and/or instructions sheets. 	<ul style="list-style-type: none"> • prepare textual and graphical material for use in the compilation of: <ul style="list-style-type: none"> ○ new pages; ○ replacement pages; and ○ supplementary pages. • prepare for publication: <ul style="list-style-type: none"> ○ preliminary pages; ○ post pages; and ○ instructions sheets. 	<p>Services are to be provided by personnel in accordance with relevant Defence and Commonwealth authoring requirements/guides.</p> <p>Deliverables must in an amendable format that is compatible with Defence information technology systems and tools.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

Indicative Service / Tasks	Indicative Outputs	Indicative Performance Standards
6.3 Technical - Publication Authoring		
<p>The Service Provider shall provide publications authoring services supporting technical, operational, and publications systems. The required services may include:</p> <ul style="list-style-type: none"> • prepare textual and graphical material for use in the compilation of new pages, replacement pages, and/or supplementary pages; and • prepare of publication preliminary pages, post pages, and/or instructions sheets. 	<p>Electronic and/or hardcopy technical data, including:</p> <ul style="list-style-type: none"> • publications; • amendments; • supplements; • interim amendments; • instruction sheets; • modification orders; and • work packages. 	<p>Services are to be provided by personnel in accordance with all relevant Defence and Commonwealth authoring requirements/guides</p> <p>Deliverables must in an amendable format that is compatible with Defence information technology systems and tools.</p> <p>Services are to be provided commensurate with relevant Australian and International Standards, regulations, and Defence requirements.</p> <p>Service providers are to employ industry best practice when undertaking the Services.</p>

UNCLASSIFIED

ATTACHMENT B

LABOUR RATES

(Insert Pricing)

UNCLASSIFIED

ATTACHMENT C

INDICATIVE REQUEST FOR QUOTATION AND TASKING STATEMENT AND QUOTATION FORM

RFQTS Request for Quotation and Tasking Statement Defence Support Services (DSS) Standing Offer Deed		
The Commonwealth requests a quotation for the following Services. The terms and conditions of any resultant Contract shall be those of the DSS Standing Offer Deed (the Deed)		
RFQTS Number:	<i>##### (BMS Generated)</i>	
Department:	<i>Department Name</i>	
Group:	<i>Group Name</i>	
Directorate:	<i>Directorate Name</i>	
Project/Section Name:	<i>Project or Section Name</i>	
Task Title:	<i>Task Title Name</i>	
Price Basis:	<i>Fixed Price / Level of Effort (labour rates)</i>	
Commencement date for Task:	<i>Day/Month/Year</i>	
Completion date required for Task:	<i>Day/Month/Year</i>	
Duration of Contract (Calendar Days):	<i>### (Calculated)</i>	
Closing Date for Quotation:	<i>Day/Month/Year</i>	
Skill Set(s)	Skill Level(s)	Service Category(s)
<i>Skill Set Name</i>	<i>Skill Level Name</i>	<i>Service Category Name</i>
Location:	<i>Location of Services Name</i>	

Scope of Task: _____

Deliverables: _____

Specified Personnel: _____

Evaluation Criteria: _____

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GFM:

Applicable Standards or references:

Allowances or disbursements:

Other relevant information or special requirements:

Special Conditions (As set out in the Special Conditions (Attachment E to the Deed)):

Extension Options (Applicable for Contract Duration greater than 6 Months):

Security Clearances required for personnel working on this Task:
Security Guidance:
Key Result Areas (As set out in the Performance Management Framework (Attachment G to the Deed)):

RFQTS AUTHORISED BY THE COMMONWEALTH
Name of Commonwealth Representative authorising the RFQTS
Title and Name:
Position:
Email:
Telephone:
Address:

ATTACHMENT C

Indicative Quotation Form

The following is an indicative Quotation format. The Commonwealth reserves the right to amend the Quotation format as required from time to time.

QUOTATION			
Under Capability Acquisition and Sustainment - Support Services (CAS-SS) Standing Offer Deed			
Service Provider Name: <i>Name of Service Provider</i>			
Service Provider ABN: <i>ABN of Service Provider</i>			
RFQTS No.: #####			
The Service Provider submits this Quotation in accordance with the Deed and in response to the Commonwealth Request for Quotation and Tasking Statement.			
Task Title:			
Skill Set (list)	Skill Level	Daily Rate	
		Short Term	Long Term
<i>Skill Set Name (Populated by the BMS)</i>	<i>Skill Level Name (Populated by the BMS)</i>	\$1000.00	\$850.00
Location: <i>Location of Services</i>			
Names of Specified Personnel proposed to provide Services and the roles that each will undertake:			
The Service Provider confirms that any Specified Personnel comply with Clause 2.4 of the DSS Deed Y <input type="checkbox"/> / N <input type="checkbox"/>			
If no, having regard to clause 2.4.6, the Service Provider must submit a request for written approval not less than 10 working days prior to a response from the Deed Manager being required.			
Specified Personnel CV(s) Attached (if applicable): <input type="checkbox"/>			
How many full time employees (or equivalent) does the Service Provider have?			
<input type="checkbox"/> 4 or less <input type="checkbox"/> 5 to 19 <input type="checkbox"/> 20 to 99 <input type="checkbox"/> 100 to 199 <input type="checkbox"/> 200 or more			
Is the Service Provider an Indigenous enterprise registered in the Supply Nation Indigenous business database? Y <input type="checkbox"/> / N <input type="checkbox"/>			
Subcontractors to be used in providing the Services			
Subcontractor Company Name(s):			
Subcontractor ABN(s):			

ATTACHMENT C

Subcontractor Specified Personnel Name(s):		
Subcontractor Personnel CV(s) Attached (if applicable): <input type="checkbox"/>		
Are any of the subcontractors an Indigenous enterprise for the purposes of the Commonwealth's Indigenous Procurement Policy? Y <input type="checkbox"/> / N <input type="checkbox"/>		
How many full time employees (or equivalent) does the Subcontractor have? <input type="checkbox"/> 4 or less <input type="checkbox"/> 5 to 19 <input type="checkbox"/> 20 to 99 <input type="checkbox"/> 100 to 199 <input type="checkbox"/> 200 or more		
Comments relating Security Clearance requirements:		
Comments relating Security Guidance:		
Agreement with Commonwealth proposed Key Result Areas :		
Currency of Insurances detailed below:		
Workers Compensation:		
Professional Indemnity:		
Public Liability:		
Other Task Specific insurances required:		
Methodology proposed to provide the Services:		
Copies of the following plans are attached:		
Note to Service Provider: If Special Condition 2 applies, the Service Provider is to detail any changes to the GFM detailed in the GFM table provided in the RFQTS.		
GFM:		
Third Party and/or Background IP that is proposed to be used in the Contract:		
Information that the Service Provider claims is Confidential Information:		
Confirmation that no Conflict of Interest exists, or is anticipated to arise in the course of the Contract in accordance with Clause 2.3 of the DSS Deed: <input type="checkbox"/>		
Confirmation that an Executed Deed of Confidentiality will be provided if required by the Commonwealth: <input type="checkbox"/>		
Others:		
DELIVERY SCHEDULE AND PRICING DETAILS (GST Inclusive) (calculated in accordance with rates at Attachment B of the DSS Deed)		
Note to Service Provider: Only the pricing data provided within this form will be taken into account in assessing the value for money of any Quotation.		
Deliverables and Payment Schedule		
Note to Service Provider: Use this table for fixed price task		
Deliverables (Use lines as required or complete an Attachment	Delivery Date	Payment \$ (GST Inc.)

ATTACHMENT C

that details all required Deliverables)				
Deliverable 1 -				
Deliverable 2 -				
Deliverable 3 -				
Deliverable 4 -				
Deliverable 5 -				
Deliverable 6 -				
Deliverable 7 -				
Deliverable 8 -				
Deliverable 9 -				
Deliverable 10 -				
Sub-total				
Time and Materials				
Note to Service Provider: Use this table to provide a quotation for tasks based on a level of effort or other time and materials basis				
Skill Level and associated Skill Set as defined in the DSS Deed.	Days (8 hours)	Daily Rate \$ (GST Inc.)		Total Price \$ GST Inc.
		Short Term	Long Term	
<i>Example: Skill Level 3 - Satellite Engineering</i>	4.0	\$1000.00	\$850.00	\$4000 or \$3400
Skill Level				
Skill Level				
Skill Level				
Skill Level				
Skill Level				
Skill Level				
Allowances - Travel, Accommodation and Other Approved Expenses (if any)				
Other proposed disbursements (if any):				
Sub-total				
Note to Service Provider: All prices are GST inclusive			TOTAL PRICE	
DECLINE TO BID				
This area must be filled out by the Service Provider when declining to bid.				
Reason for declining to bid:				
No personnel available/qualified			<input type="checkbox"/>	

ATTACHMENT C

Currently working at full capacity	<input type="checkbox"/>
Unable to work in specified location	<input type="checkbox"/>
Insufficient Quotation Response Period	<input type="checkbox"/>
Conflict of Interest	<input type="checkbox"/>
Other, please specify:	
QUOTATION AUTHORISED BY THE SERVICE PROVIDER	
Name of Company representative authorising quotation:	
Title:	Name:
Position:	
Email:	
Telephone:	
Address Line 1:	
Address Line 2:	
Suburb:	State:
	Postcode:
Signature:	Date:

ATTACHMENT D

INDICATIVE OFFICIAL ORDER

The Official Order, once executed by the Commonwealth and delivered in accordance with the Defence Support Services (DSS) Panel (SON3485107) will constitute acceptance by the Commonwealth of the Service Provider's offer to supply the Services specified in this Official Order, in accordance with the DSS Panel Deed.

ACCEPTANCE OF QUOTATION BY COMMONWEALTH

RFQTS Number:	
Received Quotation ID Number:	
Defence Purchase Order Number: (For Defence RFQTS only) Note – Purchase Orders should not be provided to Service Providers	4501 XXX XXX
Confidentiality Requirements:	[AS PER RFQTS NO. AND QUOTATION OR IF DIFFERENT AS PER ANNEX TO THIS OFFICIAL ORDER]
Special Conditions	[AS PER RFQTS NO. OR IF DIFFERENT AS PER ANNEX TO THIS OFFICIAL ORDER]
Commencement Date for Order:	
Service Provider Details:	[INSERT SERVICE PROVIDER'S NAME, A.B.N/A.C.N (IF APPLICABLE) , ROMAN VENDOR NUMBER (IF KNOWN) , PHYSICAL AND POSTAL ADDRESS, EMAIL ADDRESS, PHONE AND FAX NUMBERS]
Invoicing Address and Requirements	Invoices are to be submitted to: <ul style="list-style-type: none"> • invoices@defence.gov.au [amend to alternate invoicing address if required] • [insert any other requirements to be included on the invoice] <p>Note – claims for payment shall meet the requirements of clause 5.3 of the Deed, and any other requirements provided here.</p>
Signature of Commonwealth Representative:	Signature of Service Provider Representative:
Date: [INSERT AUTHORISED OFFICER'S NAME, POSITION, PHYSICAL AND POSTAL ADDRESS, PHONE AND FAX NUMBERS] (Except as provided in the Deed, all correspondence in relation to this Contract is to be forwarded to this officer)	Date: [INSERT AUTHORISED OFFICER'S NAME, POSITION, PHYSICAL AND POSTAL ADDRESS, PHONE AND FAX NUMBERS] (Except as provided in the Deed, all correspondence in relation to this Contract is to be forwarded to this officer)

ATTACHMENT E

SPECIAL CONDITIONS

1. AUSTRALIAN INDUSTRY CAPABILITY (AIC)

Note to drafters: In the unlikely event that either the procurement of Services constitutes a Sovereign Industry Capability (SIC), or the expected value of the Contract exceeds \$20 million, AIC clauses will be required. If so, drafters should consult the AIC Directorate at aic.info@defence.gov.au for the appropriate text for inclusion in the RFQTS and the applicable Special Condition clauses. Guidance is available at the following website:

<http://www.defence.gov.au/SPI/Industry/AIC.asp>

ATTACHMENT E

2. GOVERNMENT FURNISHED MATERIAL (GFM)

- 2.1 If specified in and required under any Contract, the Commonwealth shall deliver or provide access to, and the Service Provider shall manage, GFM in accordance with the Deed and any Contract at the place and times specified in that Contract or otherwise determined by the relevant Commonwealth Representative.
- 2.2 Unless otherwise notified to the Service Provider by the Commonwealth, GFM remains the property of the Commonwealth. The Commonwealth is entitled to identify GFM as its property and the Service Provider shall preserve any means of identification.
- 2.3 Upon receipt of GFM, the Service Provider shall:
 - a. inspect GFM for physical damage, any defects or deficiencies which impact on, or are likely to impact on, the intended use of the GFM; and
 - b. report its satisfaction or dissatisfaction with the GFM in writing to the relevant Commonwealth Representative within five Working Days.
- 2.4 The Service Provider shall:
 - a. take all reasonable care of, and be liable for loss of or damage to, GFM in its care, custody or control; and
 - b. utilise the GFM in performing the Services with a high degree of professional skill and care and in accordance with the relevant Contract.
- 2.5 The Service Provider shall return GFM (other than consumable items of GFM) to the Commonwealth as specified in the relevant Contract or as directed by the relevant Commonwealth Representative.
- 2.6 The Service Provider acknowledges and agrees that the Commonwealth does not give any warranty or representation about the suitability or fitness of any GFM for any particular use or application.
- 2.7 The Service Provider shall not:
 - a. without the prior written approval of the relevant Commonwealth Representative:
 - (i) use GFM other than for the purposes of the relevant Contract;
 - (ii) modify GFM;
 - (iii) transfer possession or control of GFM to any other party;
 - (iv) communicate or divulge GFM to any other party; or
 - b. create or allow to be created any lien, charge, mortgage or encumbrance over any GFM.
- 2.8 The Service Provider shall not use GFE other than for a purpose for which the GFE was designed, manufactured or constructed or as otherwise required by the Contract.
- 2.9 The relevant Commonwealth Representative may notify the Service Provider of any IP rights applicable to the GFM and the Service Provider shall not act contrary to the existence of such rights.

Note to Drafters: If specific Government Furnished Material (GFM) is required or proposed to be provided to the Service Provider for the purposes of the task, Special Condition 2 will be required. If so, drafters should delete "DOES NOT" in the RFQTS template and drafters should insert the following into the RFQTS template:

GFM details are as follows:

Item description (GFE or GFI)	Quantity	Delivery Date and Location	Return Date and Location	Applicable IP Rights/ Limitations	Comments / Intended Purpose
(a)	(b)	(c)	(d)	(e)	(f)

ATTACHMENT E

3. DEFENCE SECURITY (ADDITIONAL REQUIREMENTS)

- 3.1 The security classification of work to be performed under the Deed and any Contract will be up to and including the level specified in the RFQTS. The Service Provider shall:
- a. if required in the RFQTS, obtain and maintain membership of DISP in accordance with Part 2:42 of the DSM;
 - b. if not required to be a member of the DISP, comply with the classification and protection of official information requirements of Part 2:30 of the DSM;
 - c. ensure that all required personnel (if any) possess a personnel security clearance specified in the RFQTS, and comply with the requirements and procedures of Part 2:20 of the DSM; and
 - d. possess a facility accreditation (if any) and an ICT system accreditation (if any) specified in the RFQTS and comply with the requirements and procedures of Part 2:4 of the DSM.
- 3.2 Clauses 3.2 and 3.3 apply where work under the Contract is to be performed overseas and will involve security classified information and/or equipment (as identified in the RFQTS). Where work under the Contract is performed overseas, the Service Provider shall comply with:
- a. the requirements of clauses 3.1c and 3.1d for the classification level (if any) specified in the RFQTS or equivalent classification; and
 - b. comply with the relevant overseas government industry security policy.
- 3.3 For the purposes of clause 3.2, accreditations shall be issued by the relevant overseas government security authority, and shall be verified by the DSVS (through a bilateral security instrument or otherwise).
- 3.4 This clause 3.4 applies where the Contract involves classified information or security protected assets (as specified in the RFQTS). The Service Provider shall classify all information in its possession relating to the performance of the Deed or any Contract according to the Security Classification and Categorisation Guide attached to the RFQTS **and** shall ensure that such information is safeguarded and protected according to its level of security classification.
- 3.5 This clause 3.5 applies when COMSEC material is transmitted in Australia (as specified in the relevant RFQTS). Where COMSEC material is transmitted in Australia, the Service Provider shall ensure that:
- a. without limiting clause 7.11.3.c of the Conditions of Deed, all COMSEC material transmitted between the parties or a party and a Subcontractor in Australia shall be subject to the special security provisions of Part 2:53 of the DSM; and
 - b. all security classified information transmitted between the parties or a party and a Subcontractor located overseas whether generated in Australia or by another country shall be subject to the laws of the overseas country regarding the custody and protection of security classified information, and to any bilateral security instrument between Australia and the overseas country.
- 3.6 This clause 3.6 applies when COMSEC material is transmitted overseas (as specified in the RFQTS). Where COMSEC material is transmitted overseas, the Service Provider shall ensure that:
- a. all COMSEC material transmitted between the parties or a party and a Subcontractor located overseas shall be subject to approval in the first instance by the Director ASD, in respect of Australian COMSEC material and by the respective COMSEC authorities in other countries in respect of COMSEC material originating from those countries; and
 - b. once approved for release, the material shall be subject to the laws of the overseas country regarding the custody and protection of COMSEC material as determined by the Director ASD and to any bilateral security instrument between Australia and the overseas country.

ATTACHMENT E

Note to Drafters: If specific Defence security requirements apply to the proposed Contract, the security clauses in Special Condition 3 will be required. If so, drafters should delete “DOES NOT” in the RFQTS template and drafters should insert the following into the RFQTS template:

<p>Security Classification: (Special Condition 3, clause 3.1))</p>	<p>[INSERT CLASSIFICATION]</p>	
<p>DISP membership required: (Special Condition 3, clause 3.1a)</p>	<p><input type="checkbox"/> Yes / <input type="checkbox"/> No</p>	
<p>Personnel security clearance: (Special Condition 3, clause 3.1c)</p>	<p>[INSERT CLASSIFICATION]</p>	
<p>Facility / ICT Accreditation: (Special Condition 3, clause 3.1d)</p>	<p><input type="checkbox"/> Facility Accreditation required <input type="checkbox"/> ICT System Accreditation required [INSERT REQUIREMENTS (eg DOCUMENT STORAGE / EQUIPMENT / COMSEC ETC)] up to and including [INSERT BUSINESS IMPACT LEVEL] level <input type="checkbox"/> Classified assets [INSERT BUSINESS IMPACT LEVEL] level</p>	
<p>Security Classification and Categorisation Guide required: (Special Condition 3, clause 3.4)</p>	<p><input type="checkbox"/> Yes / <input type="checkbox"/> No [ATTACH SECURITY CLASSIFICATION AND CATEGORISATION GUIDE] — For information on developing a Security Classification and Categorisation Guide refer to Part 2:7 of the DSM and contact the Project Operations and International Visits section of the DSVS (for contact information refer to DSM Part 1, Annex A). Commonwealth to insert the <i>Security Classification and Categorisation Guide</i> as an attachment to this RFQTS.</p>	
<p>COMSEC material: (Special Condition 3, clause 3.5 and 3.6)</p>	<p><input type="checkbox"/> transmitted in Australia</p>	<p><input type="checkbox"/> transmitted overseas</p>

ATTACHMENT E

4. ADDITIONAL INSURANCE FOR SPECIFIC CIRCUMSTANCES

- 4.1 In addition to the insurance coverage required pursuant to clause 6.2 of the Deed, the Service Provider shall obtain and maintain additional insurance from a reputable insurer as specified in the RFQTS.

Note to Drafters: If additional insurance is required for the proposed Contract, Special Condition 4 is required. If so, drafters should delete "DOES NOT" in the RFQTS template and drafters should insert the following into the RFQTS template:

Additional insurance requirements are as follows:

- a. [INSERT DURATION OF REQUIRED INSURANCE];
- b. [INSERT LIMIT OF COVERAGE];
- c. [INSERT WHETHER POLICY IS PER CLAIM/PER EVENT];
- d. [INSERT ANY SPECIAL REQUIREMENTS, IF APPLICABLE, SUCH AS NOTATION OF THE COMMONWEALTH'S/SUBCONTRACTORS' INTERESTS, WHETHER ANY SPECIAL POLICY TERMS ARE REQUIRED (E.G. WAIVER OF EXCLUSIONS OR SUBROGATION OF RIGHTS ETC.)]

ATTACHMENT E

5. INDIGENOUS PROCUREMENT POLICY HIGH VALUE CONTRACT REQUIREMENTS

- 5.1 The Service Provider acknowledges that it is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see [Indigenous Procurement Policy](#), for further information).
- 5.2 The Service Provider acknowledges that purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the Service Provider's supply chain.
- 5.3 The Service Provider shall comply with the Indigenous Participation Plan.
- 5.4 The Service Provider shall provide a written report on its compliance with the Indigenous Participation Plan to the Commonwealth Representative:
- at least once every quarter during the period of the Contract; and
 - within five Working Days after the end of the Contract (**End of Contract Report**).
- 5.5 The **End of Contract Report** shall identify whether the Service Provider:
- met the mandatory minimum requirements; and
 - complied with the Indigenous Participation Plan.
- 5.6 If the Service Provider did not comply with the Indigenous Participation Plan it shall provide an explanation for its non-compliance.
- 5.7 If the Commonwealth Representative considers at any time during the period of the Contract, that it has concerns in relation to the Service Provider's:
- compliance with the Indigenous Participation Plan; or
 - overall ability to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan,
- the Commonwealth Representative may request the Service Provider to provide additional detail in relation to its implementation of and overall ability to comply with the Indigenous Participation Plan.
- 5.8 Notwithstanding any other clause of the Contract, the Service Provider acknowledges and agrees that the reports it submits under clause 5.4:
- will be recorded in a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
 - will not be considered to be Confidential Information; and
 - may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide Goods and / or Services to a Commonwealth entity.
- 5.9 For all Contracts that are High Value Contracts, the Service Provider shall meet the minimum mandatory requirements of the Commonwealth's Indigenous Procurement Policy.
- 5.10 In this clause, 'High Value Contract' has the meaning given by the Indigenous Procurement Policy

Note to drafters: If the proposed Contract is a 'High Value Contract' within the meaning of the Commonwealth's Indigenous Procurement Policy (IPP), the Service Provider will be required to comply with the minimum mandatory requirements of the IPP. Accordingly, the IPP clauses in Special Condition 5 will be required. In the case where Special Condition 5 is expected to apply, drafters should delete "DOES NOT" in the RFQTS template and include the following information in the RFQTS template, as well as attaching the Indigenous Participation Plan template (set out below).

ATTACHMENT E

Note to Service Providers:

a. The Service Provider may be required to submit an Indigenous Participation Plan with its Quotation. The Indigenous Participation Plan should address:

- **how the Service Provider intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;**
- **the Service Provider's current rate of Indigenous employment and supplier use;**
- **the Service Provider's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in paragraph 5.7.1 of the Indigenous Procurement Policy; and**
- **if any part of the Contract will be delivered in a Remote Area, how the Service Provider will ensure that its provision of Goods and/or Services will deliver significant Indigenous employment or supplier use outcomes in that Remote Area.**

b. The mandatory minimum requirements can be met at:

- **the contract-based level (see clause (c) below); or**
- **the organisation-based level (see clause (d) below).**

c. To meet the mandatory minimum requirements at the contract-based level, by the end of the Initial Term of the Contract:

- **at least 4 per cent of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, on average over the Initial Term of the Contract; or**
- **at least 4 per cent of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, on average over the Initial Term of the Contract; or**
- **a minimum percentage of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, and a minimum percentage of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 4 per cent, on average over the Initial Term of the Contract.**

d. To meet the mandatory minimum requirements at the organisation-based level, by the end of the Initial Term of the Contract:

- **at least 3 per cent of the full time equivalent Australian-based workforce of the Service Provider must be Indigenous Australians, on average over the Initial Term of the Contract; or**
- **at least 3 per cent of the value of the Service Provider's Australian supply chain must be subcontracted to Indigenous enterprises, on average over the Initial Term of the Contract; or**
- **a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians, and a minimum percentage of the value of the Service Provider's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to 3 per cent on average over the Initial Term of the Contract.**

e. The mandatory minimum requirements can be met directly or through subcontracts.

f. The Service Provider's Indigenous Participation Plan will be attached to the resultant Contract, and the Service Provider will be required to comply with and report against the Indigenous Participation Plan during the Term.

ATTACHMENT E

INDIGENOUS PARTICIPATION PLAN

[INSERT NAME OF SERVICE PROVIDER]

1. This is an Indigenous Participation Plan submitted as part of the Quotation in response to **[INSERT RFQTS NUMBER] (RFQTS)**.

2. The Service Provider will meet the mandatory minimum requirements of the Indigenous Procurement Policy:

EITHER

at the contract-based level, in which regard at least:

- **[INSERT]** percentage of Service Provider's full time equivalent Australian-based workforce deployed on the Contract will be Indigenous Australians over the period of the Contract; and
- **[INSERT]** percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the period of the Contract; or

OR

at the organisation-based level, in which regard at least:

- **[INSERT]** percentage of Service Provider's full time equivalent Australian-based workforce will be Indigenous Australians over the period of the Contract; and
- **[INSERT]** percentage of the value of Service Provider's Australian supply chain will be subcontracted to Indigenous enterprises over the period of the Contract.

[Note to Service Provider: Select which option(s) apply based on the requirements set out in clauses (b), (c) and (d) in the Note to Service Provider above.]

3. To meet the mandatory minimum requirements of the Indigenous Procurement Policy, the Service Provider shall undertake the following:

[Service Provider to insert details of how it will meet the mandatory minimum requirements (which may include details of its current workforce / supply chain) at either / both the Contract / organisation level and how it will go about meeting the requisite percentages to meet the mandatory minimum requirements. The Service Provider should note that the mandatory minimum requirements are averages over the period of any resultant Contract, and will accordingly need to detail their approach to achieving the specified targets over the period of any resultant Contract]:

4. The Service Provider's rate of Indigenous employment and supplier use as at closing date for the Quotation is:

5. The Service Provider demonstrates its commitment to Indigenous participation as follows:

ATTACHMENT E

6. The Service Provider will meet the mandatory minimum requirements:
 directly; or
 through subcontracts.

[The Service Provider is to detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.]

Note to drafters: Include the following where a component of any resultant Contract will be delivered in a Remote Area.

Remote Area Contracts

7. A component of any resultant Contract will be delivered in a Remote Area. The Service Provider proposes to ensure the Contract will deliver a significant Indigenous employment or supplier use outcome in that Remote Area as follows:

Service Provider Declaration

8. The Service Provider declares the following:

The Service Provider has or has had _____ [NIL OR SPECIFY NUMBER] contracts with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements.

For the contracts referred to in this Declaration (if any), the Service Provider has

Note to Service Provider: Strike out the options that do not apply.

•fully met /

•partially met /

•not met /

•not applicable as nil contracts undertaken,

the Indigenous Procurement Policy mandatory minimum requirements.

The Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of the Contract are 50 per cent or more Indigenous owned.

The Service Provider is a joint venture that is 25 per cent or more Indigenous owned.

Note to drafters: The Service Provider's Indigenous Participation Plan must be attached to the resultant Contract.

ATTACHMENT F**PROBITY FRAMEWORK****1. PURPOSE OF PROBITY FRAMEWORK**

- 1.1 Without limiting anything in the Deed, this Probity Framework is intended to ensure fair dealing, transparency, and defensibility in the administration of the Panel, to enable the Commonwealth to comply with its legal and accountability obligations in relation to the conduct of procurement activities under the Panel and generally.
- 1.2 This Probity Framework recognises that the Service Provider, and Service Provider Personnel, may be engaged by the Commonwealth in various capacities. This Probity Framework is intended to help the Commonwealth address the probity risks that may arise from such arrangements.

2. DECISION-MAKING PROCESS

- 2.1 If a situation described in clause 2.3.5 of the Deed arises, in notifying the Commonwealth as required by clause 2.3.3 of the Deed, the Service Provider must provide the Commonwealth with a written statement:
- a. outlining the reasons why it considers that, in accordance with the principles in this Probity Framework, it should be permitted to:
 - (i) provide the goods or services (whether Services under the Panel or other goods or services) (paragraph 2.3.5a of the Deed);
 - (ii) engage the individual in question (paragraph 2.3.5b of the Deed); or
 - (iii) accept the offer of employment or other business opportunity (paragraph 2.3.5c of the Deed); and
 - b. detailing the mechanisms (if any) that the Service Provider proposes to implement to ensure that the Commonwealth can meet its legal and accountability obligations, in addition to the mechanisms outlined in this Probity Framework.
- 2.2 The Commonwealth will consider the Service Provider's request and written statement, and may discuss the statement and the proposed mechanisms with the Service Provider.
- 2.3 Notwithstanding the written statement, the Commonwealth may direct the Service Provider to resolve the issue in a manner determined by the Commonwealth, in accordance with clause 2.3 of the Deed.
- 2.4 Any decision by the Commonwealth under clause 2.3 of the Deed (including a decision about whether the Service Provider can provide goods or services in a particular case) is in the Commonwealth's absolute discretion. In reaching its decision, the Commonwealth will consider the extent to which:
- a. the Commonwealth can demonstrate its compliance with its legal, accountability, policy, and probity obligations; and
 - b. the outcome is ethical (including fair, equitable and transparent), and ensures the Commonwealth achieves value for money in relation to the relevant contract.
- 2.5 If the Commonwealth decides that the Service Provider should be permitted to do any of the actions mentioned in paragraph 2.1a of this Probity Framework, then the Service Provider must comply with paragraphs 3 to 9 of this Probity Framework.

3. CONFIDENTIAL INFORMATION

- 3.1 Without limiting any of the Service Provider's obligations under the Deed or any Contract, where the Service Provider is, or Service Provider Personnel are, engaged to provide Services (whether directly or as a Subcontractor), the Service Provider must treat as confidential, and ensure the Service Provider Personnel treat as confidential, any information it receives or has access to while providing those Services.

ATTACHMENT F

- 3.2 If required to do so by the Commonwealth, where the Service Provider or Service Provider Personnel are engaged to provide Services in a situation described in clause 2.3.5 of the Deed, the Service Provider must enter into a confidentiality undertaking and ensure that the relevant Service Provider Personnel enter into a confidentiality undertaking, in the form set in Attachment H.

4. SEPARATION OF PERSONNEL AND STAFF COMMUNICATION

- 4.1 If required to do so by the Commonwealth in its absolute discretion, the Service Provider must take steps and implement processes to the satisfaction of the Commonwealth to ensure that:
- a. all Service Provider Personnel providing Services to the Commonwealth (**DSS Service Provider Personnel**) do not contact or provide any information to any Service Provider Personnel involved in, or likely to be involved in, the preparation of any Quotation, tender or similar submission (**Tender**) the Service Provider intends to submit, or is considering submitting to the Commonwealth (**Tender Personnel**) or to the relevant prime contractor, for any purpose connected with the preparation of any such Tender;
 - b. DSS Service Provider Personnel do not communicate any information they have obtained or accessed as a result of providing the Services to the Commonwealth, to any Tender Personnel;
 - c. DSS Service Provider Personnel are not, themselves, involved in the preparation of any Tender which the Service Provider intends to submit, or is considering submitting, to the Commonwealth or a prime contractor; and
 - d. Tender Personnel do not otherwise have access to information relating to, or that is in the possession or control of the Service Provider, as a result of DSS Service Provider Personnel's provision of the relevant Services.
- 4.2 If required to do so by the Commonwealth in its absolute discretion, the Service Provider must also:
- a. brief all DSS Service Provider Personnel and, separately, all Tender Personnel, to ensure they are aware of the need to comply with the Service Provider's obligations in the Deed, this Probity Framework and any undertaking entered into under paragraph 3.2 of this Probity Framework; and
 - b. provide the Commonwealth with the content of any briefing given under paragraph 4.2a and incorporate any changes to the content of that briefing reasonably requested by the Commonwealth.
- 4.3 The Service Provider must maintain a list of all Service Provider Personnel who receive a briefing given under paragraph 4.2a and provide that list to the Commonwealth upon request.

5. PHYSICAL CONTROLS

- 5.1 If required to do so by the Commonwealth in its absolute discretion, the Service Provider must implement physical controls including the following:
- a. separating the physical location of DSS Service Provider Personnel from Tender Personnel;
 - b. restricting access rights between the physical space occupied by DSS Service Provider Personnel and that occupied by Tender Personnel (for example, through the use of electronic swipe cards);
 - c. controls that allow the Service Provider to monitor and report on whether or not the physical controls have been maintained (eg electronic audit logs);
 - d. ensuring any hard copy documentation is stored in secure cabinets that are only accessible by the relevant Personnel; and

ATTACHMENT F

- e. requiring the DSS Service Provider Personnel and the Tender Personnel to maintain a clean desk policy.

6. TECHNOLOGY CONTROLS

- 6.1 If required to do so by the Commonwealth in its absolute discretion, the Service Provider must implement technology controls including the following:
 - a. not storing any information provided by the Commonwealth for the purposes of providing the relevant Services on the Service Provider's document management or storage system;
 - b. issuing stand-alone laptops to DSS Service Provider Personnel;
 - c. separate printers established, with the stand-alone printers to prevent printing of material relating to provision of the relevant Services to the Service Provider's system printers and therefore, minimise the risk of inadvertent access of printed material by Tender Personnel; and
 - d. reviewing recipients in the Service Provider's email groups to ensure no information relating to the provision of the relevant Services is inadvertently sent to Tender Personnel.

7. DOCUMENT HANDLING

- 7.1 If required to do so by the Commonwealth in its absolute discretion, the Service Provider must ensure that any documentation requested from the Commonwealth during the course of the involvement of DSS Service Provider Personnel in the provision of the relevant Services is requested formally via email.
- 7.2 No documentation requested in the course of providing the relevant Services to the Commonwealth may be stored or transmitted electronically other than in accordance with paragraph 6 of this Probity Framework, except to the extent that such electronic storage or transmission is necessary for the provision of services with respect to the relevant Services.

8. EMPLOYMENT OR ENGAGEMENT OF FORMER COMMONWEALTH EMPLOYEES AND CONTRACTORS

- 8.1 In the case of a situation that arises under paragraph 2.3.5b of the Deed, the Service Provider must notify the Commonwealth immediately in writing that it has engaged or proposes to engage the person and the details of that person's involvement in relation to the relevant RFQTS.
- 8.2 For the purposes of complying with the requirements of paragraphs 4 to 7 in relation to the separation of DSS Service Provider Personnel and Tender Personnel, the person is taken to be 'Tenderer Personnel'.

9. OFFERS OF EMPLOYMENT OR BUSINESS OPPORTUNITIES

- 9.1 The Service Provider must not, and must ensure that its officers, employees, agents or Subcontractors (including the DSS Service Provider Personnel) are aware that they must not, solicit or accept future employment or business opportunities relating to any RFQTS or any other work directly or indirectly related to the Services performed by the Service Provider under a Contract, from other members of the Panel prior to or during the relevant RFQTS process or the term of the relevant Contract;
- 9.2 In the case of a situation that arises under paragraph 2.3.5c of the Deed, the Service Provider must comply, and ensure that the relevant DSS Service Provider Personnel comply, with any direction issued by the Commonwealth, including any direction regarding the exclusion of any DSS Service Provider Personnel from involvement in the Services.

ATTACHMENT G

PERFORMANCE MANAGEMENT FRAMEWORK

PERFORMANCE MEASURE PROFILE	
Performance Measure Name:	Defence Support Services (DSS) Panel – Service Performance
ALIGNMENT AND ACCOUNTABILITY	
Purpose (Outcome/Output/Process Measured)	
<p>1. This performance measure represents the Service Provider's performance in delivery of Services defined in the Contract. Performance is measured as Very Good, As Contracted, Marginal, or Unsatisfactory.</p> <p>2. The purpose of this performance measure is to monitor the Service Provider's performance against the following Key Result Areas:</p> <ol style="list-style-type: none"> 'Best for Defence' behaviours cognisant of commercial imperatives and acknowledging that successful delivery of the Services requires an integrated 'one team' approach (see 'Best for Defence' Service Performance Attribute); positive working relationships with the Commonwealth and other third parties (see 'Relationship' Service Performance Attribute); the timely delivery of Services in accordance with the agreed Contract schedule (see 'Quality' and 'Schedule' Service Performance Attributes); timely and accurate delivery of invoices and responsiveness to Commonwealth queries (see 'Administration' and 'Responsiveness' Service Performance Attributes); and management of probity, conflict of interest, and security matters, including those related to their subcontractors, in accordance with the Deed and the Contract (see 'Probity/Conflict of Interest' and 'Security' Service Performance Attributes). 	
ASSESSMENT RULES	
<p>1. Service performance is self-assessed by the Service Provider using the Service Performance Attributes defined in the table below and aggregated using the Performance Table below where:</p> <ol style="list-style-type: none"> Always – every time without exception; Often – generally, most times; Sometimes – occasionally, now and again; and Not Always – whenever an exception has been observed. <p>2. Where more than one assessment rating can apply for an individual Service Performance Attribute (e.g. Relationship), the assessed score for that Service Performance Attribute is the lowest assessment rating irrespective of whether one or more elements are met (i.e. if one element within the 'Relationship' Service Performance Attribute described below is assessed as "Poor" and another is assessed as "Good", the overall rating for the Relationship Service Performance Attribute is "Poor").</p> <p>3. The assessment against the Schedule Service Performance Attribute includes the impact of delay in Deliverables on Defence capability, cost, schedule, risk, reputation, legal and regulatory, health and safety, and the environment.</p> <p>4. The Service Provider shall provide their assessment of the Service Performance Attributes to the Commonwealth six monthly and on completion of the Contract.</p>	

ATTACHMENT G

Service Performance Attributes			
The Service Provider:	Good	Fair	Poor
- has delivered the Defence outcome even if not expressly contracted to do so by adopting a holistic approach to Service delivery maintaining Defence's reputation without 'hiding behind the contract' (Best for Defence)	Always	Often	Sometimes
- resolves disputes reasonably and equitably; approaches problem solving in a joint manner (fix the problem not the blame); provides prompt notification of material issues and risks including changes to staff, schedule and/or price; displays a willingness to share critical information; willing to share resources including staff, facilities and equipment; and Service Provider staff often demonstrate collaborative behaviours (Relationship)	Always	Often	Sometimes
- has delivered all Services in accordance with the agreed Contract schedule (Schedule)	Always	Not Always with minor impact	Not Always with major impact
- Services are at the quality required by the Contract and did not require re-submission (Quality)	Always	Often	Sometimes
- has delivered claims for payment on time without error and provided timely constructive approach to Contract administration including any Contract amendments (Administration)	Always	Often	Sometimes
- answered all queries completely in a succinct, accurate and coherent manner, and are fully consistent with previous advice (or explains the differences) (Responsiveness)	Always	Often	Sometimes
- has managed all probity / conflicts of interest issues, including those of their subcontractors, in accordance with the Deed requirements including those actions relating to the Contract (Probity / Conflict of Interest)	Always		Often
- has managed all security aspects of the Contract, including those of their subcontractors, in accordance with the Deed requirements (Security)	Always		Often
DATA MANAGEMENT & REPORTING			
Data Source	Service Provider Self-Assessment		
Data Owner	Service Provider		
Review Period	6 monthly		
PERFORMANCE TABLE			
DSS Service Performance Score	Overall Assessment Criteria		
Tolerance Purple – Very Good	All Service Performance Attributes are assessed as “Good”		
Tolerance Green – As Contracted	At least 5 Service Performance Attributes are assessed as “Good” and no single Service Performance Attribute is assessed as “Poor”		
Tolerance Amber – Marginal	At least 5 Service Performance Attributes are assessed as “Fair” or higher		
Tolerance Red – Unsatisfactory	Either Probity/Conflict of Interest or Security Service Performance Attribute is assessed as “Poor” or 2 or more Service Performance Attributes are assessed as “Poor”		

ATTACHMENT H

CONFIDENTIALITY DEED POLL

This Deed Poll is made on **(INSERT DATE)** by:

(INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE) ('the Confidant') in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth') and the Relevant Third Party.

RECITALS:

- A. The Confidant will receive or have access to Confidential Information belonging to the Commonwealth or the Relevant Third Party.
- B. The Commonwealth requires and the Confidant agrees that it is necessary to take all necessary steps (including the execution of this Deed Poll for the benefit of the Commonwealth and the Relevant Third Party) to ensure that the Confidential Information is kept confidential, is not disclosed to any party that is not authorised to receive it and is only used for the Permitted Purposes.

OPERATIVE PROVISIONS**1. ACKNOWLEDGEMENT**

- 1.1 The Confidant acknowledges the truth and accuracy of the statements in the Recitals in every particular.

2. DEFINITIONS

- 2.1 In this Deed Poll, unless the contrary intention appears:

'Permitted Purposes' means:

- a. the purposes described in Attachment A to this Deed Poll; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

'Personnel' means any officer, employee, agent, adviser or independent contractor of the Confidant.

'Confidential Information' means information (whether or not owned by the Commonwealth or a Relevant Third Party) that:

- a. is described in Attachment A to this Deed Poll or is specified by the Commonwealth in an approval for the purposes of paragraph b of the definition of Permitted Purpose;
- b. is by its nature confidential; and
- c. the Confidant knows or ought to know is confidential;

but does not include information which:

- d. is or becomes public knowledge other than by breach of this Deed Poll;
- e. is in the lawful possession of the Confidant without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- f. has been independently developed or acquired by the Confidant.

'Relevant Third Party' means each entity, if any, described in Attachment A to this Deed Poll, or as notified to the Confidant by the Commonwealth from time to time.

'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.

ATTACHMENT H**3. INTERPRETATION**

- 3.1 In this Deed Poll, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of this Deed Poll;
 - b. the singular includes the plural and vice versa;
 - c. a reference to a person includes a body politic, body corporate or a partnership;
 - d. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
 - e. 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;
 - f. a reference to a clause includes a reference to a subclause of that clause;
 - 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 this Deed Poll.

4. UNDERTAKINGS OF NON-DISCLOSURE

- 4.1 The Confidant:
- a. acknowledges and agrees that this Deed Poll is for the benefit of the Commonwealth and any Relevant Third Party and is directly enforceable by the Commonwealth and any Relevant Third Party, even though they are not parties to this Deed Poll;
 - b. shall ensure that the Confidential Information is kept confidential and secure from disclosure to any person not authorised to receive the Confidential Information;
 - c. shall only use the Confidential Information for the Permitted Purposes;
 - d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than its Personnel who:
 - (i) have a need to know and access the Confidential Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) where required by the Commonwealth, have executed a similar undertaking to this Deed Poll in favour of the Commonwealth and each Relevant Third Party, and the Commonwealth may grant or withhold its consent in its discretion; and
 - e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed Poll, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.
- 4.2 The restrictions imposed by this Deed Poll in relation to Confidential Information will not apply to the disclosure by the Confidant or its Personnel of any Confidential Information to the extent it is required to be disclosed by law or court order.
- 4.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Deed Poll or otherwise at law, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.

ATTACHMENT H**5. CONFIDANT'S REPRESENTATIVES**

- 5.1 The Confidant shall ensure that its Personnel (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed Poll.
- 5.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 5.1.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1 Without limiting the Confidant's obligations at law, the Confidant shall deliver to the Commonwealth, or destroy or erase, as required by the Commonwealth, all documents, and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information.
- 6.2 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 6 as if personally bound by it.
- 6.3 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Deed Poll.

7. CONSEQUENCES OF BREACH

- 7.1 Without limiting the Commonwealth's rights under this Deed Poll or otherwise at law, the Confidant agrees that if it fails to comply with its obligations under this Deed Poll (including clause 4.3) the Commonwealth may, in its discretion, do any one or more of the following:
- a. immediately revoke the Confidant's ability to access information held by the Commonwealth, including information which is accessible using the Commonwealth's information technology systems;
 - b. terminate for default, or otherwise, any contract or other arrangement with the Confidant in connection with the Permitted Purposes; and
 - c. require the Confidant to take such further steps (including the provision of further undertakings) as the Commonwealth reasonably considers necessary to seek to avoid, or minimise, the impacts on the Commonwealth of the Confidant's breach of this Deed Poll.

8. INDEMNITY

- 8.1 The Confidant indemnifies the Commonwealth and the Relevant Third Party, their officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:
- a. any breach by the Confidant of this Deed Poll; or
 - b. any act or omission by any of the Confidant's Personnel which, if done or omitted to be done by the Confidant, would breach the Confidant's obligations under this Deed Poll.
- 8.2 The Commonwealth holds the benefit of the indemnity under clause 8.1 in trust for each Relevant Third Party, and the Confidant acknowledges and agrees that each Relevant Third Party may also enforce the indemnity against the Confidant in its own name.

9. INJUNCTIVE RELIEF

- 9.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth or a Relevant Third Party for any breach of this Deed Poll and that the Commonwealth and each Relevant Third Party is entitled to injunctive relief (as appropriate)

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as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

10. WAIVER

- 10.1 Failure by the Commonwealth or a Relevant Third Party to enforce a provision of this Deed Poll shall not be construed as in any way affecting the enforceability of that provision or this Deed Poll as a whole.

11. REMEDIES CUMULATIVE

- 11.1 The rights and remedies provided under this Deed Poll are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy provided under any other deed or agreement.

12. APPLICABLE LAW

- 12.1 The laws of **[INSERT STATE/TERRITORY]** shall apply to this Deed Poll. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed Poll.

13. NOTICES

- 13.1 Unless the contrary intention appears, any notice under this Deed Poll shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as applicable, at the following address:

- a. **[INSERT COMMONWEALTH'S POSTAL ADDRESS, FAX NUMBER AND EMAIL ADDRESS];** or
- b. **[INSERT CONFIDANT'S POSTAL ADDRESS, FAX NUMBER AND EMAIL ADDRESS].**

- 13.2 A notice shall be deemed to have been delivered:

- a. if hand delivered, when received at the address;
- b. if sent by prepaid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- d. If sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

14. TERMINATION AND AMENDMENT

- 14.1 This Deed Poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

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EXECUTED AS A DEED POLL

Note to drafters: Appropriate execution clauses and instructions on their use are detailed in the 'Guide to Executing Agreements', found in the Procurement and Contracting Policy and Practice intranet page under the ASDEFCON and Contracting Initiatives section at: <http://drnet.defence.gov.au/DMO/PP/Pages/Home.aspx>

(...INSERT CONFIDANT'S EXECUTION CLAUSE...)

ATTACHMENT H

Annex A to Attachment H

1. CONFIDENTIAL INFORMATION

Note to drafters: It is essential to include in this Annex a sufficiently clear and comprehensive description of the information intended to be protected by this Deed Poll. This information may belong to the Commonwealth or the Relevant Third Party. This description can be based on the manner in which the information will be disclosed (e.g. information provided by the Commonwealth to the Confidant as part of a particular tender process or for use in performing the Permitted Purposes). The definition of 'Confidential Information' in clause 2.1 of the Deed Poll will limit the scope of the relevant information to that which is confidential.

2. PERMITTED PURPOSES

Note to drafters: It is essential to describe in this attachment the Permitted Purposes for which the Confidential Information may be used by the Confidant. The intention of this part of the attachment is to clearly and accurately define the scope of those Permitted Purposes and so confine its use for only those purposes.

3. RELEVANT THIRD PARTY

Note to drafters: Identify any Relevant Third Party with as much precision as possible. If necessary, this can be done by identifying an entity such as a company, or by describing a class of persons that can be readily identified, e.g. the authors of certain specified material.