

Request for Proposal - Glossary

Term	Definition
Authorisation	a licence, permit, Export Approval or other authority required by law that: <ol style="list-style-type: none"> a person needs to do work under the contract; or is needed for a Deliverable or any other item to be provided or used by Defence for its intended purpose.
Asset Disposal	occurs where the Participant transfers or otherwise disposes of its ownership or any rights to: <ol style="list-style-type: none"> the Innovation IP; any Background IP that the Participant licenses to Defence under the contract and which is material in the context of the development of the Technology or material and integral to a Deliverable; or any other asset owned or licensed by the Participant that is, or is likely to be, significant for the development, testing, production or installation or integration of the Technology, or the proper performance of the contract.
Background IP	IP in respect of the Technology or a Contract Deliverable that is: <ol style="list-style-type: none"> in existence at the Contract Start Date; or subsequently created other than as a result of the performance of the contract or a Key Subcontract, but does not include Other Supplier IP or Defence IP. For clarity, Background IP includes IP that is owned by a person other than the Participant or Key Subcontractor where that IP is or is likely to be, significant for the development, testing, production, installation, integration or use of the Technology.
Black Economy Procurement Connected Policy	<i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.</i>
Capability Development Activities	activities relating to: <ol style="list-style-type: none"> scientific, technical or applied research and development activities; studies, analyses and investigation in relation to current and future technology and capability(including the Technology developed under the contract); the assessment, investigation and development of options to meet Defence's capability needs and operational requirements; or the development and definition of functional and performance requirements to support the procurement of technology or capability, for Defence Purposes, but does not include Commercialisation.
Change of Control	occurs where a person obtains, or ceases to have: <ol style="list-style-type: none"> the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the votes that may be cast at a general meeting of the Participant; the ability to dispose or exercise control over the disposal of more than 50% of the shares in the Participant; the ability to appoint or remove a majority of the directors of the Participant; the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of the Participant; or other means, direct or indirect, of controlling the decision making and financial and operating policies of the Participant.
Commercialisation	exploitation of IP in return for the receipt of a royalty or a commercial return.
Commonwealth	refers to the Commonwealth of Australia
COMSEC	means communication security.

Confidential Information	<ul style="list-style-type: none"> a. means information (whether or not owned by Defence) that meets all of the following criteria: b. is commercially sensitive (ie, the information should not generally be known or ascertainable); c. disclosure would cause unreasonable detriment to the owner of the information or another party (eg, disclosure of a contractor's profit margin); 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"> (i) is or becomes public knowledge other than by a breach of confidence by the receiving party; (ii) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or (iii) has been independently developed or acquired by the receiving party.
Confidential Provisions	the provisions of the contract identified in item 10 of the CPS.
Consolidated Group	means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth)
The Contract	The innovation contract entered into between Defence and a successful respondent
Contract Deliverable	anything that, under the contract, must be delivered to Defence (whether under this Phase or any previous Phase) and includes each Deliverable listed in item 18 of the CPS or any previous CPS for the contract.
Contract Framework	the document entitled 'Contract Framework' executed by both parties.
Contract Phase Statement or CPS	<p>subject to item 6.7 of the Contract Framework, the most recent of:</p> <ul style="list-style-type: none"> a. the document included in the contract at Contract Start Date entitled Contract Phase Statement (CPS); and b. any new document entitled Contract Phase Statement (CPS) included in the contract in accordance with item 6.3 of the Contract Framework.
Contract Start Date	the date the contract commenced under item 5.1 of the Contract Framework.
day	means a calendar day.
Default	<p>a breach of:</p> <ul style="list-style-type: none"> a. an express or implied obligation or warranty in the contract or an associated contract; b. a general law duty that applies in relation to the contract or an associated contract; or c. an applicable written law in relation to the performance of the contractor an associated contract. <p>In this definition, 'associated contract' includes Subcontract or another contract entered into in connection with the contract.</p>
Defence	refers to the Commonwealth of Australia as represented by the Department of Defence, including its advisers or contractors
Defence IP	<p>IP that is:</p> <ul style="list-style-type: none"> a. Innovation IP owned by Defence; or b. IP in data, software or other items, provided by Defence to a Participant, for the purposes of the contract.
Defence Item	an item identified in item 15 of the CPS.
Defence Personnel	<p>any Defence Service Provider and each of the following:</p> <ul style="list-style-type: none"> a. an officer or agent of the Commonwealth;

	<p>b. an employee in the Department of Defence; or</p> <p>c. a member of the Australian Defence Force (including a reservist), and their equivalents from other organisations on exchange to Defence.</p>
Defence Premises	means property owned by, leased or licensed to, or otherwise occupied by, the Commonwealth and administered by Defence.
Defence Purposes	purposes within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peace-keeping and emergency aid to the civil community, and purposes that are necessary or incidental to any of those purposes.
Defence Representative	the person identified as the Defence Representative in item 8 of the CPS or as otherwise notified by Defence.
Defence Service Provider	<p>means a person engaged to perform a function, or discharge a duty, of Defence, including a person engaged to provide:</p> <p>a. professional, administrative, contract management or project management services to Defence; or</p> <p>b. technical management or assurance services, including in relation to verification and validation, safety, certification, security, or capability development.</p>
Deliverable	each Deliverable listed in item 18 of the CPS.
Delivery Date	the date identified for each Deliverable in item 18 of the CPS.
DISP	means Defence Industry Security Program.
document	<p>includes:</p> <p>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</p> <p>b. any article or material from which sounds, images, or writings are capable of being reproduced with or without the aid of any other article or device.</p>
DSPF	Defence Security Principles Framework
DSM	means Defence Security Manual.
Excepted Risk	<p>means an event or circumstance that is any of the following:</p> <p>a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone;</p> <p>b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power;</p> <p>c. confiscation by governments or public authorities; and</p> <p>d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels.</p>
Export Approval	an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the provision of the Deliverables or any other item provided under the contract.
Final Report	the 'Final Report' listed as a Deliverable in item 18 of the CPS.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
GST Group	means a GST group formed in accordance with Division 48 of the GST Act.
Key Persons	means a person filling a Key Staff Position.

Key Staff Positions	means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of any proposed contract.
ICT	means information and communications technology.
Injury	any injury, disease or illness.
Innovation Contract	means a contract between Defence and a respondent, formed if the respondent has provided a successful response to this RFP.
Innovation IP	IP in respect of the Technology or a Contract Deliverable or any other item which is created under the contract or a Key Subcontract.
Insolvency Event	for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the <i>Corporations Act 2001</i> (Cth)), a receiver as defined in the <i>Receiverships Act 1993</i> (NZ) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand, being unable to pay its debts (or presumed to be unable to pay its debts under the <i>Companies Act 1993</i> (NZ), being or presumed to be insolvent, dead, bankrupt, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the <i>Corporations Act 2001</i> (Cth)), being declared at risk pursuant to the <i>Corporations (Investigation and Management) Act 1989</i> (NZ), having a statutory manager appointed or a recommendation for such an appointment to be made, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event under the laws of any jurisdiction.
Intellectual Property or IP	all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
IP Schedule	means a. the IP Schedule at Annexure C; b. any IP Schedule approved by Defence as part of a Deliverable; or c. any version of the IP Schedule provided to Defence in accordance with clause 18.12, which Defence approves.
Key Person	a person identified in item 16 of the CPS.
Key Subcontract	a Subcontract entered into with a Key Subcontractor.
Key Subcontractor	a person identified as a 'Key Subcontractor' in item 14 of the CPS as updated from time to time.
Loss	any liability, loss, damage, costs, compensation or expense (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis).
Milestone	each milestone identified in item 19 of the CPS.
Milestone Date	the date identified for each Milestone in item 19 of the CPS.
Milestone Payment	the price identified for a Milestone in item 19 of the CPS.
month	means a calendar month.
Moral Right	a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or

	c. a right of integrity of authorship.
Notifiable Incident	has the meaning given in sections 35 to 37 of the WHS Legislation.
Other Supplier IP	IP in respect of the Technology or a Contract Deliverable that: <ul style="list-style-type: none"> a. is owned by a person other than Defence, the Participant or a Key Subcontractor; and b. is not, and is not likely to be, significant for the development, testing, production, installation, integration or use of the Technology. Examples: commercial-of-the-shelf software and associated manuals.
Overhead	Overheads, or indirect costs, are expenses that do not directly generate revenue for the business, but are essential to the general functioning of the business. This might include office supplies, internet, salaries and insurance costs.
Participant Personnel	each of the following: <ul style="list-style-type: none"> a. a Key Subcontractor; b. an officer, employee or agent of the Participant; or c. an officer or employee, or person appointed as an agent in connection with the activities performed under the contract, of the Key Subcontractor.
Participant Representative	the person identified as the Participant Representative in item 9 of the CPS or as otherwise notified by the Participant.
PEP	the Project Execution Plan attached at item 17 of the CPS.
Phase	a phase of the contract under a CPS.
Plan	a Deliverable in the form of a plan.
Phase Objectives	the objectives so described in item 3 of the CPS.
Price	the amount referred to in item 5 of the CPS.
Problematic Source	means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Authority.
Problematic Substance	means: <ul style="list-style-type: none"> 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); or c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Project	the project being undertaken by the Participant under the contract, including the development of the Technology.
Project Partners	means any other entities named in the proposal in relation to the development and/or delivery of the proposed innovation with the Respondent including nominated subcontractors of the Respondent.
Proposal	means a proposal submitted in response to the RFP.
Proposal Closing Time	means the time and date specified in the RFP Covering Letter.
Related Body Corporate	as defined by section 9 of the <i>Corporations Act 2001</i> (Cth).

Reporting Period	for any Progress Report – the period since the date of the last Progress Report or Final Report for any prior CPS; and for any Final Report – the current Phase.
Representative	in relation to a party, the person identified in item 8 or 9 of the CPS as its representative, unless otherwise notified.
Respondent	means the recipient of the Request for Proposal (RFP) that that Defence requires a Proposal in response to.
Salary On-costs	Are the costs associated with an employee in addition to their salary or wages. For example, long service leave and workers compensation.
Satisfactory	meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
Software	means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, but excludes Source Code.
Source Code	means the expression of Software in human readable form which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software.
Standard Terms	the document entitled 'Innovation Contract - Standard Terms'.
Statement of Tax Record	a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .
Subcontractor	Any person that, in connection with the Technology or the contract, provides goods or services directly, or indirectly through another person, to the Participant, and includes Key Subcontractors. " Subcontract " has a corresponding meaning.
Supplies	means the goods and/or services including IP and TD required by the Commonwealth to be supplied under any resultant contract and includes any items acquired in order to be incorporated in the Supplies.
TD Schedule	means <ul style="list-style-type: none"> a. the TD Schedule at Annexure F; b. any TD Schedule approved by Defence as part of a Deliverable; or c. any version of the TD Schedule provided to Defence in accordance with clause 4.1, which Defence approves.
TD or Technical Data	technical or scientific data, know-how or other information produced, acquired or used in relation to the Contract Deliverables or the Technology reduced to a material form (whether stored electronically or otherwise). Examples: manuals, handbooks, specifications, design documentation, reports, models, plans, drawings, calculations, simulations, training materials and test results, source code.
Technical Performance Measures or TPMs	the metrics described in the PEP that allow the Participant and Defence to monitor how well a system is satisfying its requirements (especially program critical requirements) or meeting its goals.
Technology	the Technology described in item 4 of the CPS.
Term	the term as specified in item 5 of the Contract Framework.

Third Party	a person other than Defence, the Participant or a Key Subcontractor.
Valid	valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.
Third Party IP	Any IP in respect of the technology developed or deliverables provided under an Innovation Contract that is owned by a person other than Defence, the Participant or an Other Significant Background IP Owner.
Value for Money (VFM)	Is a term established by the Commonwealth Procurement Rules (CPRs). All Commonwealth Government procurements must achieve VFM. This includes consideration of the financial and non-financial costs and benefits associated with the procurement.
WHS Legislation	<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 Days	<p>in relation to the doing of an action in a place, means any day in that place except:</p> <ul style="list-style-type: none"> a. a Saturday or Sunday or a public holiday; or b. a day within the 2 week period starting on the first Saturday before Christmas Day or, if Christmas Day is on a Saturday, starting on Christmas Day.