

**CUSTOMER CONTRACT REQUIREMENTS**  
**Land 2072 Phase 2B**  
**CUSTOMER CONTRACT P0068-LAND2072-SC-16-18902**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**INTELLECTUAL PROPERTY .**

**19.0 INTELLECTUAL PROPERTY (Does not apply to COTS items)**

19.1 In addition to the definitions and licenses set forth at GP1, Article 22 "Intellectual Property" of this Contract, the following also applies:

19.1.1 Foreground IP "Foreground IP also includes IP conceived, developed, or first reduced to practice by, for, or with Seller, either alone or with others in connection with commercial off-the-shelf Goods to the extent such Goods are modified or redesigned pursuant to this Contract.

19.1.2 Background IP "In addition to the license set forth at GP1 Article 22 (b), Seller hereby grants to Buyer an irrevocable, nonexclusive, sublicensable, assignable, perpetual, paid-up, royalty-free, worldwide license to use the Background IP with the Foreground IP to:

- a. properly use, maintain, support and dispose of the Goods for the duration they are in service by Buyer's end user customers;
- b. modify, integrate or develop the Goods;
- c. remedy defects, errors, omissions or non-conforming work in the Goods; provided however, that the license expressly excludes the right to reverse engineer, copy, decompile or otherwise modify the Background IP.

19.2 IP List Submittal Seller shall, no later than the submission of the final claim for payment under this Contract, provide a list of all Background IP, Foreground IP and Third Party IP to Buyer. Buyer may withhold payment of the final claim for payment until complies with its obligations under this clause.

19.2.1 Seller shall execute IP Deed substantially in the form set out in Attachment I and provide the executed deed to Buyer.

**19.5 Moral Rights under the Berne Convention**

19.5.1 Seller represents and warrants that the ownership and use of the Goods for the purposes permitted by the Contract will not infringe the Moral Rights of the officers, employees or agents of the Seller.

19.5.2 Seller shall ensure that none of its officers, employees or agents institute, maintain or support any claim or proceeding against Buyer or Buyer's Customer or its officers, employees or agents for infringement of any of their Moral Rights.

**ANNEX A TO ATTACHMENT I**

**APPROVED SUBCONTRACTOR IP DEED**

This DEED is made the (...) day of (...)

BETWEEN

(...) ACN/ARBN and ABN (...), if applicable, a company duly incorporated under the laws of (...) and having its registered office at (...) (**Approved Subcontractor**)

AND

(...) ACN/ARBN and ABN (...), if applicable, a company duly incorporated under the laws of (...) and having its registered office at (...) (**Contractor**)

AND

THE COMMONWEALTH OF AUSTRALIA acting through its Department of Defence ABN 68 706 814 312 ( **Commonwealth**).

**RECITALS**

- A. The Commonwealth has entered into:
  - a. a contract (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) ( **Contract (Acquisition)**) with the Contractor for, amongst other matters, the supply of elements of a Battlespace Communications System for the Land environment (**BCS(L)**); and
  - b. a contract (... INSERT CONTRACT NUMBER ...) dated (... INSERT DATE ...) ( **Contract (Support)**) with the Contractor for, amongst other matters, the support of elements of the BCS(L) procured under the Contract (Acquisition).
- B. The Contractor has entered into a contract (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) ( **Approved Subcontract**) with the Approved Subcontractor for the supply of (...INSERT BRIEF DESCRIPTION...).
- C. The parties intend Foreground IP to vest in the Commonwealth and Background IP to be licensed to the Commonwealth, subject to the terms of this Deed.

**AGREED TERMS**

## 1 INTERPRETATION

### 1.1 Definitions

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

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

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

**Confidential Information** means information (whether or not provided by the Commonwealth) that meets all of the following criteria:

- a. is specifically identified at Schedule 4 to this Deed;
- b. is commercially sensitive (i.e. the information should not generally be known or ascertainable);
- c. disclosure would cause unreasonable detriment to the owner of the information or another party (e.g. 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 that:

- e. is or becomes public knowledge other than by breach of this Deed;
- f. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- g. has been independently developed or acquired by the receiving party.

**Commonwealth Representative** means the person holding or performing the office of [...INSERT OFFICE...] or any other person appointed pursuant to this Deed as the Commonwealth Representative.

**Defence Purposes** means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes purposes that are necessary or incidental to any of those purposes.

**Effective Date** means the date on which this Deed is signed by the parties, or if signed on separate days, the date of the last signature.

**Foreground IP** means IP which is created under or otherwise in connection with the performance of the Approved Subcontract, other than Third Party IP.

**Intellectual Property or IP** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, 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 and includes the right to register those rights.

**IP Plan** means the plan at Schedule 1 to this Deed.

**Law** includes any legislation, legal instrument, statute, ordinance, code, decree, circular, guideline, directive, rule, order, resolution, regulation or authorisation of any Government Body and includes the common law as applicable from time to time.

**Licence** means a royalty-free, irrevocable, world-wide, perpetual and non-exclusive licence, including a right to sub-licence.

**Moral Rights** means:

- a. a right of attribution of authorship;
- b. a right not to have authorship falsely attributed; or
- c. a right of integrity of authorship.

**Proceedings** means all actions, suits, claims, demands, causes of action, disputes, proceedings, including claims for costs and expenses, whether legal, equitable, under statute or otherwise, and all other liabilities of any nature.

**Software Design Data** means data which describes the internal design and operation of a software program and its interface with the external software and hardware systems in which it operates including explanations of particular codes, standard headers or distinct procedures (which reference inputs, outputs and processing).

**Software Update** means, in relation to software (including all associated Software Design Data and Source Code):

- a. a new release of or change to that software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the software); or
- b. a new version of that software (which is designed to enhance or provide extra functionality to that software);

**Source Code** means the expression of software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that software.

**Subcontractor** means any person, other than the Commonwealth, that, for the purposes of the Contract (Acquisition) and / or Contract (Support), furnishes goods or services to the Contractor or indirectly to the Contractor through another person and includes Approved Subcontractors; and “**Subcontract**” in all its forms has a corresponding meaning.

**Supplies** means goods and services including Intellectual Property and Technical Data required to be supplied under the Approved Subcontract and includes items acquired in order to be incorporated in the Supplies.

**Technical Data** or **TD** means all technical know-how and information reduced to a material form produced, acquired or used by the Contractor or Subcontractors in relation to the Supplies and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, software, Source Code, Software Design Data, test results and Software Updates and other items describing or providing information relating to the Supplies or their operations.

**Third Party IP** means that IP which is owned by a party other than the Commonwealth, the Contractor or the Approved Subcontractor and is embodied in, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies, and is not limited to commercial-off-the-shelf items or military-off-the-shelf items.

**Working Day** in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

## 1.2 Interpretation

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1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of the Deed;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes the other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a “dollar”, “\$”, “\$A” or “\$AUD” means the Australian dollar;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- j. the word “includes” in any form is not a word of limitation; and
- k. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract (Acquisition) and / or Contract (Support).

1.2.2 The clauses of the Contract (Acquisition) and the Contract (Support) referred to in this Deed are contained at Schedule 3 to this Deed.

## 1.3 Precedence

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1.3.1 The terms of this Deed prevail over the provisions of any Schedule to this Deed to the extent of any inconsistency.

#### **1.4 Survival**

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1.4.1 The rights and obligations created under or in connection with this Deed survive the termination or expiry of the Contract (Acquisition), the Contract (Support) or the Approved Subcontract.

## **2 FOREGROUND AND BACKGROUND IP**

### **2.1 Background IP and Third Party IP - Ownership**

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2.1.1 Nothing in the Deed affects the ownership of Background IP or Third Party IP.

### **2.2 Intellectual Property – Ownership and Licensing**

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2.2.1 Despite any limitations set out in the IP Plan or restrictions or markings on any document:

- a. ownership of all Foreground IP vests on its creation in the Commonwealth;
- b. the Approved Subcontractor grants to the Commonwealth a Licence in respect of all Background IP that is owned by the Approved Subcontractor to exercise the Background IP for Defence Purposes; and
- c. the Approved Subcontractor shall ensure that the Commonwealth is granted a licence to exercise all Third Party IP on the best available commercial terms.

2.2.2 Despite any limitations set out in the IP Plan or restrictions or markings on any document, the Approved Subcontractor acknowledges that the rights granted under clause 2.2.1 include the right of the Commonwealth, or a person on behalf of the Commonwealth, to exercise the Background IP with the Foreground IP to:

- a. properly use, maintain, support and dispose of the Supplies throughout their life-of-type as envisaged by the Contract (Acquisition), Contract (Support) and Approved Subcontract;
- b. modify, adapt, integrate (including to or with other Defence or third party equipment and software for Defence Purposes) and develop the Supplies;
- c. provide or complete the Supplies if the Contract (Acquisition), Contract (Support) or Approved Subcontract is terminated (except if the termination is under clause 12.3 of the Contract (Acquisition) or clause 12.6 of the Contract (Support)); and
- d. remedy defects, errors, omissions or non-conforming work in the Supplies in accordance with clauses 6.6, 6.7, 9.2 and 9.4 of the Contract (Acquisition) or clauses 6.9, 6.11, 6.12, 9.2 and 9.4 of the Contract (Support).

2.2.3 The Licences granted under clause 2.2.1 do not permit the Commonwealth, or a person on behalf of the Commonwealth, to commercialise the licensed IP. However, the Licences under clause 2.2.1 permit the Commonwealth to sub-license the IP to a third party for the purpose of providing goods and services to the Commonwealth for Defence Purposes.

2.2.4 The Approved Subcontractor warrants that the only IP embodied in the Supplies:

- a. that has not been vested in the Commonwealth; or
- b. in respect of which the Commonwealth has not been granted a Licence under clause 2.2.1b, is Third Party IP.

2.2.5 The Commonwealth may, on request, grant the Approved Subcontractor a licence to exercise Foreground IP owned by the Commonwealth, on terms acceptable to the Commonwealth, including an appropriate licence fee.

### **2.3 Intellectual Property - Registration and Protection**

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2.3.1 For any Foreground IP that vests in the Commonwealth, the Commonwealth has the exclusive right to apply for registration of the Foreground IP in all countries of the world.

2.3.2 To facilitate the Commonwealth registering or protecting the Foreground IP, the Approved Subcontractor shall:

- a. give the Commonwealth access to all work carried out in the performance of the Approved Subcontract, and to all records of such work as are reasonably required by the Commonwealth;
- b. provide all information, execute all documents and do all acts and things reasonably necessary to enable the Commonwealth to:
  - (i) secure the adequate and timely preparation of the applications for registration or other protection by the

Commonwealth of Foreground IP; and

- (ii) prosecute, maintain, enforce or defend such applications, registrations or other protection;
  - c. refrain from publication, dissemination or other communication of any Confidential Information relating to the IP, and from any other action which might compromise the IP or threaten the subsistence, registration or exploitation of the IP; and
  - d. on request by the Commonwealth Representative, identify or mark relevant documents as copyright of the Commonwealth.
- 2.3.3 In this clause 2.3, “**Commonwealth**”, includes its patent attorney, other relevant advisers, and other persons acting for or on behalf of the Commonwealth.

## **2.4 Approved Subcontractor IP - Release to Third Parties by the Commonwealth**

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- 2.4.1 If the Commonwealth makes available to another person any TD in which is embodied Background IP that is owned by the Approved Subcontractor, the Commonwealth shall obtain from that person a deed of confidentiality substantially in the form set out in Schedule 2 to this Deed.

## **2.5 Additional IP**

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- 2.5.1 The Approved Subcontractor acknowledges that in performing its obligations under this clause the Commonwealth shall rely on the Approved Subcontractor's good faith and expertise.
- 2.5.2 If the Commonwealth requires IP or Technical Data (or both) during either or both of the following periods that is additional to that to which the Commonwealth is entitled in accordance with this Deed (for the purposes of this clause “**Additional IP**”), the Commonwealth Representative or the Contractor, for the benefit of the Commonwealth, may request the Approved Subcontractor in writing to provide Additional IP. The periods are:
- a. the term of the Approved Subcontract; or
  - b. the term of any Subcontract with the Approved Subcontractor or a related entity under the Contract (Support).
- 2.5.3 Within 30 days, or another period agreed with the Commonwealth Representative, of receiving a written request under clause 2.5.2, the Approved Subcontractor shall, to the extent the Additional IP is owned by the Approved Subcontractor, offer to license that Additional IP to the Commonwealth on terms no less favourable than the terms of the Approved Subcontract or the best available commercial terms, whichever is more favourable.
- 2.5.4 In order to verify that an offer submitted by the Approved Subcontractor meets the requirements of clause 2.5.3, the Approved Subcontractor shall permit the Commonwealth Representative, or any person authorised by the Commonwealth Representative, access to its premises, and access to any of its records or accounts solely for the purpose of this clause 2.5.4.

## **2.6 Not Used**

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## **2.7 Moral Rights**

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- 2.7.1 The Approved Subcontractor represents and warrants that the use of the Supplies for Defence Purposes or other purposes permitted by the Contract (Acquisition) or Contract (Support) will not infringe the Moral Rights of the officers, employees or agents of the Approved Subcontractor or its Subcontractors.
- 2.7.2 The Approved Subcontractor shall ensure that none of its:
- a. officers, employees or agents;
  - b. Subcontractors; or
  - c. Subcontractors' officers, employees or agents,
- institute, maintain or support any claim or proceeding against the Commonwealth or its officers, employees or agents for infringement of any of their Moral Rights.

## **3 INTELLECTUAL PROPERTY INDEMNITY**

### **3.1 Indemnity**

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- 3.1.1 The Approved Subcontractor shall indemnify the Commonwealth, its officers, employees, agents, licensees or sub-licensees

against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth which arises out of any Proceedings brought by any third party in respect of any:

- a. infringement or alleged infringement of that third party's IP rights and Moral Rights when the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to this Deed; or
  - b. breach or alleged breach of any duty of confidentiality owed to that third party, when the breach is caused by any act or omission on the part of the Approved Subcontractor or any of its contractors, officers, employees or agents whether or not such act or omission constitutes a breach of this Deed.
- 3.1.2 For the purposes of this clause 3.1, "**infringement**" includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990*, section 100 of the *Designs Act 2003*, section 183 of the *Copyright Act 1968*, and section 25 of the *Circuit Layouts Act 1989*, constitute an infringement.
- 3.1.3 The Commonwealth shall notify the Approved Subcontractor in writing as soon as practicable of any Proceedings threatened or brought, against the Commonwealth arising from an infringement or alleged infringement referred to in clause 3.
- 3.1.4 If the Approved Subcontractor agrees to comply at all times with government policy relevant to the conduct of the Proceedings, including the Legal Services Directions in force from time to time issued in accordance with the *Judiciary Act 1903* (the **Legal Services Directions**), and the Commonwealth is granted leave to withdraw from the Proceedings:
- a. the Commonwealth may withdraw from the Proceedings; and
  - b. the Approved Subcontractor shall, in its own name and at its own expense, conduct the Proceedings.
- 3.1.5 For Proceedings when the Commonwealth is not granted leave to withdraw, if the Approved Subcontractor admits its obligations under the indemnity in clause 3 and upon request lodges security in a reasonable amount with the Commonwealth, the Commonwealth shall:
- a. continue to keep the Approved Subcontractor informed of all developments; and
  - b. defend, arbitrate, appeal, settle or otherwise conduct the Proceedings as the Approved Subcontractor may from time to time reasonably direct subject to government policy, including the Legal Services Directions.
- 3.1.6 If a final judgment or award is made against the Commonwealth in the Proceedings, or if a settlement is agreed with the plaintiff in a situation covered by the indemnity under clause 3, but without limiting the Approved Subcontractor's obligations under that indemnity, the Approved Subcontractor shall pay to the Commonwealth by bank cheque a sum equivalent to the sum that the Commonwealth is required to pay under that judgment, award or settlement:
- a. at least seven days before the date on which the Commonwealth is required to pay; or
  - b. if no date for payment has been fixed under the judgment, award or settlement, within seven days of receipt of a notice from the Commonwealth that it intends to pay the amount referred to in the judgment, award or settlement.
- 3.1.7 The Commonwealth shall consult with the Approved Subcontractor prior to agreeing to a settlement referred to in clause 3.
- 3.1.8 If the Approved Subcontractor fails to comply with clause 3, the Commonwealth has the right without prejudice to any other right or remedy it may have to suspend any payment due to the Approved Subcontractor until such Proceedings have been finalised.

## **4 PROVISION OF Technical data**

### **4.1 Technical Data to Commonwealth**

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- 4.1.1 For all Foreground IP that vests in the Commonwealth, the Approved Subcontractor shall provide with the Supplies to the Contractor, or directly to the Commonwealth if specified by the Commonwealth, all TD in existence that relates to that Foreground IP.
- 4.1.2 The Approved Subcontractor shall provide with the Supplies to the Contractor, or directly to the Commonwealth if specified by the Commonwealth, all TD necessary for the Commonwealth to exercise its rights for the purposes permitted by the licences granted in or pursuant to clause 2.2.
- 4.1.3 The Approved Subcontractor shall ensure that all TD provided to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clause 2.2.
- 4.1.4 The Contractor shall notify the Approved Subcontractor of the delivery date of the Supplies or the part of the Supplies to

which the TD required under this clause 4.1 relates at least [...INSERT PERIOD...] days prior to the delivery date. If the delivery date changes, the Contractor shall promptly notify the Approved Subcontractor of the revised delivery date.

- 4.1.5 In the event of termination of the Approved Subcontract, Contract (Acquisition) and/or Contract (Support) other than in accordance with clause 12.3 of the Contract (Acquisition) and/or clause 12.6 of the Contract (Support), the Approved Subcontractor shall provide to the Commonwealth the TD required to complete the Supplies within 30 days of receipt of the notice of termination.
- 4.1.6 When the Commonwealth elects to remedy defects or omissions in the Supplies in accordance with clauses 6.6, 6.7, 9.2 or 9.4 of the Contract (Acquisition) or clauses 6.9, 6.11, 9.2 or 9.4 of the Contract (Support), the Approved Subcontractor shall provide to the Commonwealth the TD required to remedy the defects or omissions in the Supplies within 30 days of receipt of a written request from the Commonwealth Representative.
- 4.1.7 If the Commonwealth Representative requires additional TD to enable the Commonwealth to fully exercise its IP rights under clauses 2 or 4, the Approved Subcontractor shall deliver such TD to the Commonwealth Representative by no less than six months before the end of the Contract (or such other date as is agreed by the parties).
- 4.1.8 The Commonwealth may provide Technical Data to a third party to enable the Commonwealth to fully exercise its rights under clauses 2 and 4.

## 5 LAW

### 5.1 Goods and Services Tax

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- 5.1.1 In this clause, “**GST**” means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* and the expressions “adjustment event”, “input tax credits”, “taxable supply” and “tax invoice” have the meaning as in that Act.
- 5.1.2 If a party to this Deed (the **Supplier**) makes a taxable supply under or in connection with this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed (the **Recipient**) and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.
- 5.1.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 5.1.4 If a party to this Deed is entitled, under or in connection with this Deed or in connection with any matter or thing occurring under this Deed, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any input tax credits available in respect of those costs.
- 5.1.5 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

### 5.2 No exclusion of Law or equity

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- 5.2.1 Subject to its terms, this Deed shall not be construed to exclude the operation of any principle of Law or equity intended to protect and preserve the confidentiality of the Confidential Information.

### 5.3 Waiver

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

### 5.4 Remedies

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- 5.4.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 5.4.2 Subject to the terms of this Deed, the rights and obligations of the parties under this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

### 5.5 Variation

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5.5.1 This Deed may only be varied by written agreement of the parties.

## 5.6 Applicable Law

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5.6.1 The Laws of the Australian Capital Territory, Australia apply to this Deed, and the courts of that Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

## 5.7 Notices

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5.7.1 Unless the contrary intention appears, any notice or other communication is deemed to have been given under this Deed, and shall be effective, if it is in writing, signed for and on behalf of the party and sent by hand, prepaid post, facsimile or email to the relevant party and delivered at the address below:

**Commonwealth Representative:**

[...INSERT COMMONWEALTH REPRESENTATIVE POSTAL AND EMAIL ADDRESS AND FAX NUMBER...]

**Contractor Representative:**

[...INSERT CONTRACTOR REPRESENTATIVE POSTAL AND EMAIL ADDRESS AND FAX NUMBER...]

**Approved Subcontractor Representative:**

[...INSERT APPROVED SUBCONTRACTOR REPRESENTATIVE POSTAL AND EMAIL ADDRESS AND FAX NUMBER...]

5.7.2 A notice or other communication given in accordance with clause 5.7.1 is deemed to have been delivered:

- a. if hand delivered, when received at the address, or by the addressee if sooner;
- b. if sent by prepaid post, on the third Working Day after the date of posting if posted within Australia and on the eighth Working Day after the date of posting if posted by air mail from one country to another, or when received at the address, if earlier;
- 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 or other communication, unless within one Working Day after that transmission, the recipient informs the sender that the transmission was received in incomplete or garbled form, in which case a re-transmitted notice or other communication shall be received when it is effectively delivered in accordance with this clause 5.7.2; or
- d. if sent by email:
  - (i) a notice is received, if it is contained in a Portable Document Format (**PDF**) attached to the email; and
  - (ii) a communication is received,when the sender receives a human generated (not automatically generated from the recipient's information system) confirmation that the email has been received by the intended recipient;

provided that, 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 or other communication is taken to be received at 9.00am (recipient's local time) on the next Working Day.

SIGNED AND DELIVERED AS A DEED

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

----- (signature)	----- (print name and position of authorised signatory)	----- (date)
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in the presence of:

----- (signature of witness)	----- (print name of witness)	----- (date)
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SIGNED, SEALED AND DELIVERED for and on behalf of the CONTRACTOR:

(...INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE...)

in the presence of:

----- (signature of witness)	----- (print name of witness)	----- (date)
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SIGNED, SEALED AND DELIVERED for and on behalf of the APPROVED SUBCONTRACTOR:

(...INSERT APPROPRIATE APPROVED SUBCONTRACTOR'S EXECUTION CLAUSE...)

in the presence of:

----- (signature of witness)	----- (print name of witness)	----- (date)
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**SCHEDULE 1**

**IP Plan**

[...INSERT NEGOTIATED IP PLAN (INCLUDING THE IP SCHEDULE)...]

**SCHEDULE 2**

**IP Confidentiality Deed**

[...INSERT NEGOTIATED FORM OF IP CONFIDENTIALITY DEED...]

**SCHEDULE 3**

**Contract clauses**

[...INSERT NEGOTIATED CLAUSES 6.6, 6.7, 9.2, 9.4 AND 12.3 OF THE CONTRACT (ACQUISITION) AND CLAUSES 6.9, 6.11, 9.2, 9.4 AND 12.6 OF THE CONTRACT (SUPPORT)...]

**SCHEDULE 4**

**Confidential Information**

[...INSERT CONFIDENTIAL INFORMATION...]