



**Australian Government**  
**Department of Defence**  
 Defence Science and  
 Technology Organisation



**Australian Government**  
**Department of Defence**  
 Capability Development Group

**PROJECT LAND 146 PHASE 2**  
**COMBAT IDENTIFICATION FOR LAND FORCES**

**MARKET TECHNOLOGY SURVEY**

**CONTENTS**

Contents .....	1
Executive Summary .....	2
About Project LAND 146 .....	3
Background .....	3
Scope .....	3
Indicative employment roles .....	3
Indicative employment environments .....	3
Indicative quantities of materiel .....	4
Market Technology Survey Process .....	5
Overview .....	5
Initial survey round .....	5
Additional information .....	5
Survey schedule .....	5
Disclaimer .....	6
Protection of proprietary information .....	6
Commonwealth point-of-contact .....	6
Survey management point-of-contact .....	7
Respondent point-of-contact .....	7
Information Requirements .....	8
Technology categorisation .....	8
Technical characteristics .....	9
Human Systems Integration characteristics .....	9
Technological maturity assessment .....	10
Operational employment characteristics .....	12
Costing and logistics .....	12
Response method and format .....	13
Enclosure – Proforma Deed of Confidentiality .....	13

## EXECUTIVE SUMMARY

The Australian Department of Defence has recently initiated Phase 2 of Project LAND 146 – *Combat Identification for Land Forces* in response to an Australian Government priority to provide a combat identification (CID) capability for Australian Land forces. The Phase 2 project scope is confined to acquisition of mature products by 2009 with developmental technologies to be considered in a later, currently unapproved, Phase 3.

Australia seeks to acquire a CID capability suitable for use in the following roles:

- Air-to-surface (to identify armoured and soft-skinned vehicles and dismounted troops to fixed and rotary-wing aircraft), and
- Surface-to-surface (to identify all combinations of dismounted troops and vehicles, including coastal and amphibious small watercraft, to each other).

To gain a better understanding of the technology that will form the basis of the Phase 2 acquisition, the Defence Department is conducting a market technology survey in which CID technology suppliers and agents are asked to provide a range of technical, human systems integration, operational employment, logistics and cost information about technologies and products within the Phase 2 scope.

In-development technologies that may be in scope for Phase 3 of the project are also of interest, although the Department accepts that the information provided is likely to be less-detailed.

The survey process is planned for completion by the end of April 2006.

This brief is available for download from the survey management contractor, Aerospace Concepts Pty Ltd, at [www.concepts.aero](http://www.concepts.aero).

## ABOUT PROJECT LAND 146

### Background

The Australian Department of Defence has recently initiated Phase 2 of Project LAND 146 – *Combat Identification for Land Forces* (LAND 146-2).

The Australian Government has previously articulated a high priority for the acquisition of a combat identification (CID) capability for Australian Land forces through the inclusion of LAND 146 in the Defence Capability Plan (DCP) released 4 February 2004. The DCP proposed the acquisition of a Land forces CID capability, specifically ‘an assured, positive identification system for Land forces, using electronic systems to prevent fratricide’.<sup>1</sup>

### Scope

The Phase 2 project scope is confined to acquisition of mature products with developmental technologies to be considered in a later, currently unapproved, Phase 3. However, please note that Defence is interested in obtaining information on both mature and developmental technologies as an aid to planning the evolution of Australia’s CID capability.

LAND 146-2 seeks to introduce the new CID capability into service from 2009 onwards.

### Indicative employment roles

LAND 146-2 seeks to acquire a CID capability suitable for use in the following roles:

- Air-to-surface (to identify dismounted troops to fixed and rotary-wing aircraft),
- Air-to-surface (to identify armoured and soft-skinned vehicles to fixed and rotary-wing aircraft), and
- Surface-to-surface (to identify all combinations of dismounted troops and vehicles, including coastal and amphibious small watercraft, to each other).

### Indicative employment environments

LAND 146-2 seeks to acquire a CID capability suitable for use in the following physical environments:

- Littoral (coastal),
- Desert,
- Jungle, and
- Urban.

---

<sup>1</sup> Defence Capability Plan 2004-2014 p138.

## **Indicative quantities of materiel**

LAND 146-2 seeks to acquire sufficient quantities of CID equipment and associated support to support the following Land combat formations:

- One light scales infantry brigade, including parachute forces and supporting logistics elements.
- One motorised infantry brigade and one mechanised infantry brigade, including soft-skinned and lightly-armoured *Bushmaster* Infantry Mobility Vehicles (IMV) and heavier vehicles such as M1A1 Abrams Main Battle Tanks, 8-wheeled Australian Light Armoured Vehicles (ASLAV) and tracked M113 Armoured Personnel Carriers (APC) plus supporting logistics elements.
- Selected Air Force airfield defence and Naval shore elements.

The project may also extend to equipping small watercraft and amphibious ships with a CID capability to aid in littoral operations.

## MARKET TECHNOLOGY SURVEY PROCESS

### Overview

To gain a better understanding of the technology that will form the basis of the LAND 146-2 materiel solution, the Defence Department has initiated a market technology survey process in which CID technology suppliers and agents are asked to provide a range of technical, human systems integration, logistics and cost information about technologies and products within the LAND 146-2 scope. In-development technologies that may be in scope for Phase 3 of the project are also of interest, although the Department accepts that the information provided is likely to be less-detailed. The survey process will be broadly similar to that used previously to inform Defence Project LAND 17 – *Army's Future Offensive Support System (AFOSS)* and Defence Project LAND 40 Phase 2 – *Direct Fire Support Weapons*.

### Initial survey round

In the initial survey round suppliers are being asked, via this solicitation brief, to provide marketing-level technical information as well as broad costings and high-level assessments of technology maturity. This information will be analysed by Defence to help us prepare the *Initial Business Case* which forms the basis of the first-pass project approval by the Australian Government.

### Additional information

Later, likely in February of next year, Defence may again approach industry, this time asking for more detailed information. By that time we may have decided to focus on specific technology types, so the detailed request for additional information may involve only a subset of those suppliers and agents approached in the initial round.

Defence will use the results of this analysis to help prepare for the formal industry solicitation process now required before second-pass approval by Government. We expect to complete the second round assessment in April 2006.

### Survey schedule

With Defence acquisition reforms and the Hardened and Networked Army (HNA) changes now being implemented, LAND 146-2 is running to a tight schedule. Consequently the survey process has the following key milestones:

- End November 2005 – issue initial survey round request for information.
- End February 2006 – complete analysis of initial survey round information.
- End February 2006 – issue detailed request for additional information.
- End April 2006 – complete analysis of detailed request for additional information.

## **Disclaimer**

The Commonwealth makes no guarantee of the accuracy of this document and reserves the right to change or withdraw any or all of the information at any time. Nothing in this market technology survey solicitation brief shall be construed as to give rise to equitable or contractual obligations, express or implied. No action on the recipient is directed or implied as a result of this information.

## **Protection of proprietary information**

Unless marked otherwise, all information provided by suppliers to the Commonwealth during the survey process will be treated as commercial-in-confidence.

For those suppliers that would prefer it, the Commonwealth will commit to a formal Mutual Deed of Confidentiality. A proforma deed of the type preferred by the Commonwealth is enclosed. Information about establishing a deed is available from:

**Mr Phil Radoslovich**

DSTO Business Development Manager  
DSTO Business Office – Edinburgh  
PO Box 1500  
Edinburgh SA 5111  
AUSTRALIA

Tel: +61 8 8259 5431  
Fax: +61 8 8259 6541  
E-mail: [phil.radoslovich@dsto.defence.gov.au](mailto:phil.radoslovich@dsto.defence.gov.au)

## **Commonwealth point-of-contact**

The Commonwealth point-of-contact for all public relations and policy matters (excepting protection of proprietary information) is:

**SQNLDR Jim Godfrey**

Staff Officer Air  
Russell R1-3-A051  
Department of Defence  
Canberra ACT 2600  
AUSTRALIA

Fax: +61 2 6265 7015  
E-mail: [jim.godfrey@defence.gov.au](mailto:jim.godfrey@defence.gov.au)

## **Survey management point-of-contact**

The point-of-contact for all market technology survey management matters, including submission of responses, is the survey management contractor, Aerospace Concepts Pty Ltd:

**Project LAND 146-2 Survey**  
Aerospace Concepts Pty Ltd  
PO Box 371  
Fyshwick ACT 2609  
AUSTRALIA

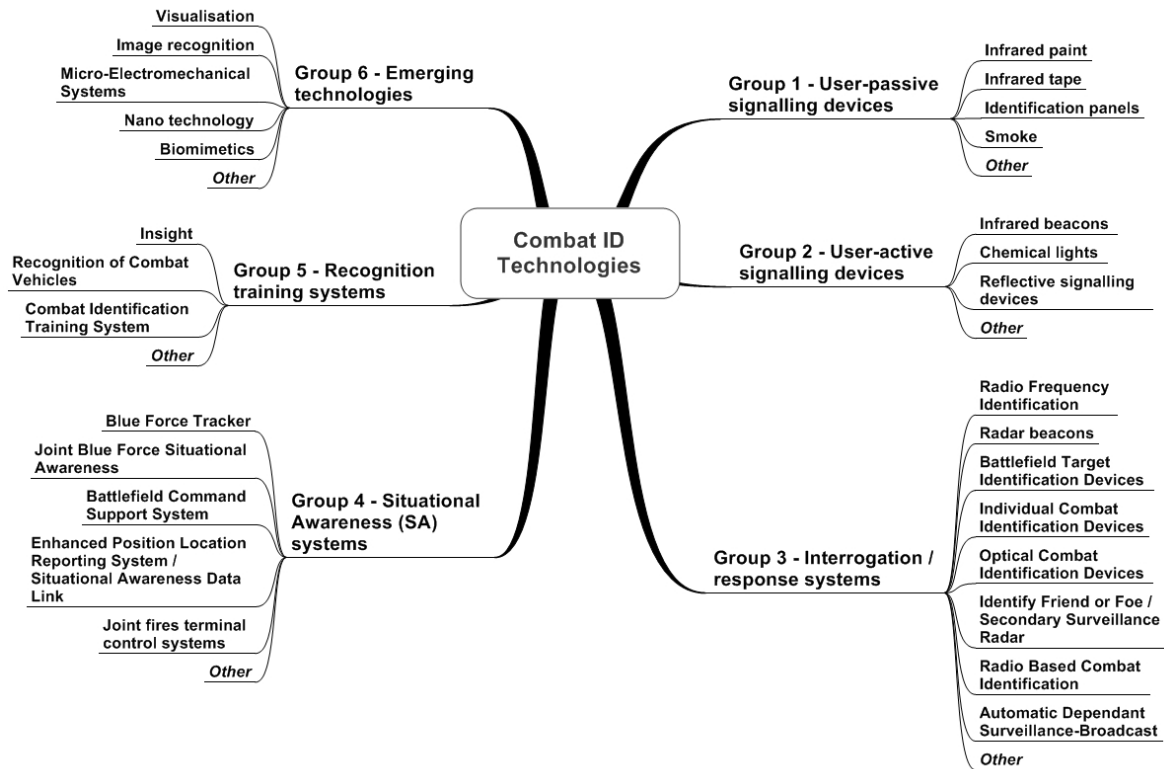
Tel: +61 2 6239 4288  
Fax: +61 2 6280 5851  
E-mail: [support@concepts.aero](mailto:support@concepts.aero)  
Web: [www.concepts.aero](http://www.concepts.aero)

## **Respondent point-of-contact**

Suppliers and agents interested in participating in the market technology survey are requested to provide a single point-of-contact through which all subsequent correspondence and enquiries will be directed. Point-of-contact information must include an e-mail address.

## INFORMATION REQUIREMENTS

### Technology categorisation



**Figure 1. Combat identification technology groupings**

Suppliers and agents are requested to categorise their CID technologies and products as per the following groupings (examples are shown in Figure 1):

1. **User-passive signalling devices** – Facilitate identification without any action or response by the person or platform carrying the device.
2. **User-active signalling devices** – Require emission of energy or other action by the person or platform carrying the device to facilitate identification.
3. **Interrogation / response systems** – Facilitate identification through a query and response process.
4. **Situational Awareness (SA) systems** – Facilitate identification through timely dissemination of the ‘operating picture’ across the combat force, including both general command and control systems and those with a more specific purpose such as terminal attack control.
5. **Computer-based recognition training systems** – Increase the ability of soldiers and, in some cases, aircrew, to recognise potential targets through visible, thermal, and other observation systems.
6. **Emerging technologies** – Technologies emerging from the laboratory, such as micro-electromechanical machines, nanotechnology, visualisation and image recognition systems that could have a role to play in CID.

## Technical characteristics

Survey respondents are requested to provide the technical information listed in Table 1 about their CID technologies and products.

**Table 1. Technical characteristics of interest**

Characteristic	Value or description
<i>Applicable platforms</i>	Applicable platforms for the technology, such as aircraft, armoured vehicles, soldiers, etc.
<i>Effective range</i>	Effective range of the technology in metres or kilometres.
<i>Operating spectrum</i>	Operating spectrum of the technology, such as RF, laser, visible, infrared (near, mid, far), audible, etc. Where available, operating frequencies or wavelengths should be noted.
<i>Target cooperation</i>	Whether or not operation depends on active cooperation by the would-be target, such as retransmitting a signal, to support identification as a 'friendly'. The response should clearly indicate either 'cooperative' or 'non-cooperative' plus a supporting description.
<i>Warning method</i>	Method by which the CID information is communicated to the technology operator or user.
<i>Power consumption</i>	Power consumption of the technology.
<i>Weight</i>	Weight of the technology when installed.
<i>Size</i>	Dimensions of the technology when installed.
<i>Life-span</i>	Life-span of the technology in terms of material degradation, battery life or other limits on life-span.
<i>Environmental constraints</i>	Environmental constraints, such as bad weather, daylight only or high humidity.
<i>C2 systems integration</i>	How, if at all, the technology integrates with (other) command and control systems. Where integration has been achieved, please identify which systems.

## Human Systems Integration characteristics

Survey respondents are requested to provide the Human Systems Integration (HSI) information listed in Table 2 about their CID technologies and products. If possible, please provide this information with respect to the Manpower-Personnel Integration (MANPRINT) HSI domains.

**Table 2. Human Systems Integration characteristics of interest**

Characteristic	Value or description
<i>Manpower</i>	The number of people needed to operate, maintain and support military systems
<i>Personnel</i>	The types of people required – their aptitudes, experiences, physical characteristics required for optimal system performance

Characteristic	Value or description
<i>Training</i>	Knowledge, skills, abilities and aptitudes needed by personnel to operate and maintain systems under operational conditions
<i>Human factors engineering</i>	Focuses on designing systems around users by a comprehensive integration of human characteristics into system definition, design, development and evaluation to optimise human-machine performance.
<i>System safety</i>	Inherent ability of the system to be operated and maintained without accidental injury to personnel
<i>Health hazards</i>	Focuses on the human-environment interface – essentially related to the discipline of environmental health – conditions in the operation or use of a system that can cause harm to individuals or otherwise reduce job performance
<i>Soldier survivability</i>	Addresses characteristics of a system that can reduce probability of detection, prevent attack if detected, prevent damage if attacked, minimize medical injury if wounded, and reduce physical and mental fatigue.

## Technological maturity assessment

Survey respondents are requested to provide a short assessment of technological maturity as listed in Table 3 in accordance with the Technology Readiness Level (TRL) scale in Table 4 (over). Assessments should be justified as per the following examples:

*'XYZ thermal panel is classed as TRL 9 because it's been fielded with six armies Worldwide and successfully used in combat on three occasions.'*

*'ABC electro-optical identification device is classed as TRL 7 because we've conducted a range of field trials and have received approval from lead purchaser to move to production.'*

For those technologies and products claimed to be TRL 8 or TRL 9, please advise which military forces those technologies and products are in, or shortly to be in, service with.

**Table 3. Technological maturity characteristics of interest**

Characteristic	Description
<i>Assessed technology TRL</i>	Assessed 'standalone' TRL for the technology as defined in Table 4.
<i>Rationale for technology TRL</i>	Rationale for the assessed 'standalone' TRL.
<i>Assessed system TRL</i>	Assessed TRL for a CID capability based on the technology as defined in Table 4.
<i>Rationale for system TRL</i>	Rationale for the assessed system TRL.
<i>Implementation advantages</i>	Advantages of implementation into Australia's Land forces, such as simplicity, low cost, robustness or easy integration.
<i>Implementation disadvantages</i>	Disadvantages of implementation into Australia's Land forces, such as cost or platform integration difficulties.

**Table 4. Technology Readiness Levels (TRL)<sup>2</sup>**

TRL	Definition
1	<p><b>Basic principles of technology observed and reported.</b></p> <p>Lowest level of technology readiness. Scientific research begins to be evaluated for military applications. Examples might include paper studies of the basic properties of the technology.</p>
2	<p><b>Technology concept and or application formulated.</b></p> <p>Invention begins. Once basic principles are observed, practical applications can be postulated. The application is speculative and there is no proof or detailed analysis to support the assumptions. Examples are still limited to paper studies.</p>
3	<p><b>Analytical and laboratory studies to validate analytical predictions.</b></p> <p>Analytical studies and laboratory studies to physically validate analytical predictions of separate elements of the technology are undertaken. Examples include components that are not yet integrated or representative.</p>
4	<p><b>Component and or basic sub-system technology valid in laboratory environment.</b></p> <p>Basic technology components are integrated. This is relatively 'low fidelity' compared to the eventual system. Examples include integration of 'ad hoc' hardware in a laboratory.</p>
5	<p><b>Component and or basic sub-system technology valid in relevant environment.</b></p> <p>Fidelity of sub-system representation increases significantly. The basic technological components are integrated with realistic supporting elements so that the technology can be tested in a simulated environment. Examples include 'high fidelity' laboratory integration of components.</p>
6	<p><b>System sub-system technology model or prototype demonstration in relevant environment.</b></p> <p>Representative model or prototype system, which is well beyond the representation tested for TRL 5, is tested in a relevant environment. Represents a major step up in a technology's demonstrated readiness. Examples include testing a prototype in a high fidelity laboratory environment or in simulated operational environment.</p>
7	<p><b>System technology prototype demonstration in an operational environment.</b></p> <p>Prototype near or at planned operational system. Represents a major step up from TRL 6, requiring the demonstration of an actual system prototype in an operational environment, such as in an aircraft or vehicle. Information to allow supportability assessments is obtained. Examples include testing the prototype in a test bed aircraft.</p>
8	<p><b>System technology qualified through test and demonstration.</b></p> <p>Technology has been proven to work in its final form and under expected conditions. In almost all cases, this TRL represents the end of Demonstration. Examples include test and evaluation of the system in its intended weapon system to determine if it meets design specifications, including those relating to supportability.</p>
9	<p><b>System technology 'qualified' through successful mission operations.</b></p> <p>Application of the technology in its final form and under mission conditions, such as those encountered in operational test and evaluation and reliability trials. Examples include using the system under operational mission conditions.</p>

<sup>2</sup> *Defence Procurement Review 2003*, page 19.

## Operational employment characteristics

Survey respondents are requested to describe how their CID technologies and products would perform with respect to the operational employment characteristics listed in Table 5 in each of the following roles:

- Air-to-surface (to identify dismounted troops to fixed and rotary-wing aircraft),
- Air-to-surface (to identify armoured and soft-skinned vehicles to fixed and rotary-wing aircraft), and
- Surface-to-surface (to identify all combinations of dismounted troops and vehicles, including coastal and amphibious small watercraft, to each other).

**Table 5. Operational employment characteristics of interest**

<b>Characteristic</b>	<b>Description</b>
<i>Integration flexibility</i>	The capability to be operated separately of other battlespace systems and, conversely, the capability to expand and integrate with other systems as necessary.
<i>Useability</i>	Useability defined from the soldier-operator perspective.
<i>Mobility &amp; robustness</i>	Mobility and physical robustness to support the demands of light, fast force elements.
<i>C2 supportiveness</i>	The degree of support to commander's situational awareness and decision making, allowing commanders at all levels to scale control as required by the circumstances.
<i>Discrimination</i>	The capability to define, identify, track and/or target diverse elements in complex human environments.

## Costing and logistics

Survey respondents are requested to provide broad costings or cost-driver information under the following categories:

- Prime equipment.
- Ancillary operating equipment such as mounts and harnesses.
- Training, including simulators.
- Logistics, which may be further defined as:
  - Logistics support analysis;
  - Supply support, including disposables such as batteries, bulbs, etc;
  - Engineering support;
  - Maintenance support, including specialist tooling;
  - Support and test equipment;
  - Technical data and documentation;

- Infrastructure and facilities; and
- Packaging, storage, handling and transportation (PHS&T).

### **Response method and format**

Survey respondents are requested to provide all information in electronic format on optical media such as CD-ROM or DVD-ROM. Alternatively, responses may be e-mailed directly to the survey point-of-contact at [support@concepts.aero](mailto:support@concepts.aero).

In either case, Adobe Portable Document Format (PDF) and Microsoft Office (DOC, XLS) formats are preferred.

## **ENCLOSURE – PROFORMA DEED OF CONFIDENTIALITY**

COMMERCIAL-IN-CONFIDENCE



**Australian Government**  
**Department of Defence**  
Defence Science and  
Technology Organisation

**THE COMMONWEALTH OF AUSTRALIA** represented by

**THE DEFENCE SCIENCE AND TECHNOLOGY ORGANISATION  
OF THE DEPARTMENT OF DEFENCE**  
(ABN 68 706 814 312)

and

^ **Insert Name** ^  
^ **INSERT ABN DETAILS** ^

---

**MUTUAL DEED OF CONFIDENTIALITY**

---

<b>DSTO Contact:</b>	<b>Mr Phil Radoslovich</b> <b>Business Development Manager</b> <b>Defence Science &amp; Technology Organisation</b> <b>PO Box 1500 Edinburgh SA 5111</b> <b>AUSTRALIA</b>
<b>Reference:</b>	<b><a href="#">Registry file/vault number here</a></b>
<b>Telephone:</b>	<b>+61 8 8259 5431</b>
<b>Facsimile:</b>	<b>+61 8 8259 6541</b>
<b>E-mail:</b>	<b><a href="mailto:phil.radoslovich@dsto.defence.gov.au">phil.radoslovich@dsto.defence.gov.au</a></b>
<b>DSTO Unit:</b>	<b>DSTO</b>

# COMMERCIAL-IN-CONFIDENCE

## CONTENTS

---

MUTUAL DEED OF CONFIDENTIALITY	1
DATE	1
PARTIES	1
BACKGROUND	1
OPERATIVE PROVISIONS	1
1 INTERPRETATION	2
2 USE AND DISCLOSURE	3
3 WRITTEN UNDERTAKINGS	3
4 EXCEPTIONS TO OBLIGATIONS	4
5 ADDITIONAL CONFIDENTIAL INFORMATION	5
6 SECURITY CLASSIFIED INFORMATION	5
7 RELATIONSHIP BETWEEN THE PARTIES	5
8 LIABILITY	5
9 DELIVERY, RETURN AND DESTRUCTION	5
10 GENERAL	6
CONFIDENTIAL INFORMATION OF THE PARTIES	8
COMMONWEALTH CONFIDENTIAL INFORMATION	8
PROMISOR'S CONFIDENTIAL INFORMATION	8

# COMMERCIAL-IN-CONFIDENCE

## MUTUAL DEED OF CONFIDENTIALITY

### DATE

---

This Deed is dated ^ **day(numeric) month(name) year(numeric) in full** ^

### PARTIES

---

This Deed is made between and binds the following parties:

1. The **COMMONWEALTH OF AUSTRALIA** represented by the Defence Science and Technology Organisation (DSTO) of the Department of Defence (ABN 68 706 814 312), ("the Commonwealth") and
2. ^**ORGANISATION NAME IN FULL (ABN.....)**^ of ^**address in full**^, ("the Promisor")

### BACKGROUND

---

This Deed is made in the following context:

- A The Commonwealth and the Promisor ("the Parties") possess valuable confidential and proprietary information relating to various technologies and other subject matter, as specified in Schedule 1.
- B The Commonwealth and the Promisor wish to gain access to each other's confidential information for the purposes of evaluating the possibility of a future ^**insert type of arrangement as applicable, eg. commercial arrangement, collaborative arrangement or technology assessment**^ between them ("the Purpose of Disclosure").
- C The Commonwealth and the Promisor have agreed to disclose their confidential information to one another, and to use one another's confidential information, in accordance with the terms of this Deed.

### OPERATIVE PROVISIONS

---

In consideration of the mutual promises contained in this document, the parties to this Deed agree as follows:

1 INTERPRETATION

1.1 Definitions

a. In this Deed, unless the contrary intention appears:

Advisers	means a Party's agents, contractors or advisers engaged in, or in relation to, the performance or management of the Evaluation;
Confidential Information	in relation to a Party, means: a) the information described in Schedule 1; and b) the information that is agreed between the Parties in writing after the date of this Deed as constituting confidential information for the purposes of this Deed;
Disclosing Party	means the party disclosing Confidential Information;
Evaluation	means evaluation by either Party of the possibility of a future <sup>^</sup> insert type of arrangement as applicable, eg. commercial arrangement, collaborative arrangement or technology assessment <sup>^</sup> between the Parties;
Intellectual Property	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include moral rights, the rights of performers or rights in relation to Confidential Information;
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Purpose of Disclosure	has the meaning given in Background Recital B;

## COMMERCIAL-IN-CONFIDENCE

Receiving Party	means the party receiving Confidential Information;
Security Classified Information	means information classified as Security Classified Information by the Commonwealth;
Third Party Interest	means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the Promisor in connection with the Deed, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

## 2 USE AND DISCLOSURE

---

### 2.1 The Receiving Party:

- a. shall not disclose any Confidential Information of the other Party to a third party, without the prior written consent of the other Party;
- b. shall not use or copy the Confidential Information or reduce it into tangible, visible or recorded form, other than for the Purpose of Disclosure or as otherwise authorised in writing by the Disclosing Party;
- c. acknowledges and agrees that use or disclosure of any Confidential Information provided to the Receiving Party other than in accordance with this Deed would be detrimental to the Disclosing Party in the performance of its functions and would cause harm to any third parties with an interest in the Confidential Information;
- d. shall not remove any proprietary or confidential designations on the Confidential Information

2.2 In giving written consent to use or disclose its Confidential Information, the Disclosing Party may impose such conditions as it thinks fit, and the Receiving Party agrees to comply with these conditions.

## 3 WRITTEN UNDERTAKINGS

---

### 3.1 The Receiving Party shall not disclose any Confidential Information to:

- a. its Advisers; or
- b. any person with a Third Party Interest;
- c. without the Disclosing Party's prior written consent.

## COMMERCIAL-IN-CONFIDENCE

- d. If the Disclosing Party has given its consent, the Receiving Party must, before disclosing the Confidential Information, first procure from the Adviser or person with a Third Party Interest a written undertaking in the form of a deed in favour of the Disclosing Party, relating to the use and non-disclosure of the Disclosing Party's Confidential Information, in substantially the same terms as this Deed.

### 4 EXCEPTIONS TO OBLIGATIONS

---

- 4.1 The obligations on the Parties under this Deed will not be taken to have been breached to the extent that Confidential Information:
  - a. is disclosed by a Party to its employees solely in order to undertake the Evaluation;
  - b. is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of Evaluation-related activities;
  - c. is disclosed by the Commonwealth to the responsible Minister;
  - d. is disclosed by the Commonwealth in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - e. is shared by the Commonwealth within the Department of Defence;
  - f. is authorised or required by law to be disclosed;
  - g. is information in a material form in respect of which an interest, whether by licence or otherwise, in the Intellectual Property rights in relation to that material form, has vested in, or is assigned to, the Disclosing Party under this Deed or otherwise, and that disclosure is permitted by that licence or otherwise; or
  - h. is in the public domain otherwise than due to a breach of this Deed.
- 4.2 Where a Party discloses Confidential Information to another person:
  - a. pursuant to clauses 4.1 (a), (b) or (e), the disclosing Party must:
    - A. notify the receiving person that the information is Confidential Information; and
    - B. not provide the information unless the receiving person agrees to keep the information confidential; or
  - b. pursuant to clauses 4.1 (c) and (d), the disclosing Party must notify the receiving party that the information is Confidential Information.

## COMMERCIAL-IN-CONFIDENCE

### 5 ADDITIONAL CONFIDENTIAL INFORMATION

---

- 5.1 The Parties may agree in writing after the date of this Deed that certain information is to constitute Confidential Information for the purposes of this Deed, and, where they do so, this documentation is incorporated into, and becomes part of this Deed on the date by which both Parties have signed that documentation.

### 6 SECURITY CLASSIFIED INFORMATION

---

- 6.1 Where Confidential Information has been classified by the Commonwealth as Security Classified Information, the Recipient shall (in addition to complying with this Deed) treat that Confidential Information in accordance with any guidelines or requirements relating to Security Classified Information issued to it from time to time by the Commonwealth.

### 7 RELATIONSHIP BETWEEN THE PARTIES

---

- 7.1 This Deed does not create any partnership, agency or further relationship between the Parties. Nothing in this Deed shall grant to the Receiving Party, expressly or impliedly, any ownership, right, or any licence to use (other than for the Purpose of Disclosure) the Confidential Information.
- 7.2 Neither Party has an obligation under this Deed to:
- a. procure any product or service from the other Party;
  - b. provide any product or service to the other Party; or
  - c. enter any other commercial arrangement with the other Party.

### 8 LIABILITY

---

- 8.1 The Receiving Party agrees that the Disclosing Party assumes no responsibility or liability whatsoever for the Receiving Party's use of Confidential Information, and that the Disclosing Party gives no warranty that the Confidential Information will meet the Receiving Party's requirements or that, when combined with other information or when used in a particular manner by the Receiving Party, it will be sufficient or suitable for the Purpose of Disclosure.

### 9 DELIVERY, RETURN AND DESTRUCTION

---

- 9.1 The Receiving Party agrees to deliver to the Disclosing Party all documents or other material which contain or relate to any Confidential Information on the earlier of:

## COMMERCIAL-IN-CONFIDENCE

- a. demand by the Disclosing Party; or
  - b. the time the documents and other material are no longer required for the Purpose of Disclosure.
- 9.2 This obligation includes delivery of any Confidential Information, or documents or other material which contain or relate to the Confidential Information, that the Receiving Party has provided to a third party under clause 3.1 of this Deed.
- 9.3 Where directed by the Disclosing Party in writing, the Receiving Party agrees to destroy any document or material in its possession, power or control which contains or relates to any Confidential Information.
- 9.4 Return or destruction of the documents or materials referred to in clauses 9.1 and 9.3 does not release the Receiving Party from its obligations under this Deed.

## 10 GENERAL

---

- 10.1 This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, representations, arrangements and agreements, whether oral or written, between the parties with respect to the disclosure and use of Confidential Information.
- 10.2 Each party warrants that it has not relied on or been influenced by any conduct or representations of the other party which have not been expressly set out herein.
- 10.3 This Deed shall be governed by, and construed in accordance with, the laws in force in the [State of South Australia](#), Australia.
- 10.4 None of the provisions of this Deed are to be waived, varied, discharged or released unless agreed in writing by the parties.
- 10.5 The confidentiality obligations arising out of this Deed are in addition to any obligations of confidence at common law or equity.
- 10.6 This Deed expires five (5) years from the date that appears first above. Notwithstanding, the provisions of clauses 2, 4, 6, 7 and 8 shall survive the expiry of this Deed.

**COMMERCIAL-IN-CONFIDENCE**

**EXECUTED AS A DEED:**

**SIGNED SEALED AND DELIVERED**

**SIGNED SEALED AND DELIVERED**

for and on behalf of

for and on behalf of

**THE COMMONWEALTH OF  
AUSTRALIA (ABN 68 706 814 312)**

**^INSERT NAME OF PROMISOR  
(ABN)^**

by:

by:

.....  
(signature)

.....  
(signature)

.....  
(name and position)

.....  
(name and position)

in the presence of :

in the presence of :

.....  
(signature of witness)

.....  
(signature of witness)

.....  
(name of witness)

.....  
(name of witness)

**COMMERCIAL-IN-CONFIDENCE**

**SCHEDULE 1 – CONFIDENTIAL INFORMATION OF THE PARTIES**

**A. COMMONWEALTH CONFIDENTIAL INFORMATION**

---

Material provided under this Deed

<b>Item</b>
<sup>^</sup> insert brief description of nature of information, without revealing content, eg. Algorithms and software including ..... <sup>^</sup>
Any information which comes to the Promisor's knowledge as a result of any visit by the Promisor to DSTO's premises.

**B. PROMISOR'S CONFIDENTIAL INFORMATION**

---

Material provided under this Deed

<b>Item</b>
<sup>^</sup> insert brief description of nature of information, without revealing content, eg. Algorithms and software including ..... <sup>^</sup>