In the Commonwealth Contracting Suite:

A reference to:

(a) a clause in the form A.A./[x] – is a reference to a clause of the Approach to Market;
(b) a clause in the form A.B./[x] – is a reference to a clause of the Commonwealth ATM Terms;
(c) an item in the form C.A./[x] – is a reference to an item in the Statement of Work;
(d) a clause in the form C.B./[x] – is a reference to a clause in the Additional Contract Terms;
(e) a clause in the form C.C./[x] – is a reference to a clause of the Commonwealth Contract Terms.

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [Key Events and Dates].

“Contract” means the documentation specified in clause C.C.3 [Precedence of Documents].

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [Contract Managers and Addresses for Notices].

“Contract Price” means the total contract price specified in item C.A.3 [Contract Price], including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

(a) is correctly addressed and calculated in accordance with the Contract;
(b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
(c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
(d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
(e) is a valid tax invoice in accordance with the GST Act.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the Taxation Administration Act 1953 on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

(a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
(b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.


“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the Copyright Act 1968 (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [Specified Personnel].

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Work” means the section of the Contract with the heading ‘Statement of Work’.