



Australian Government  
Department of Finance



# Commonwealth Contracting Suite (CCS) Change Record – June 2025



## CCS – Approach to Market

CCS Clause	Introduction
Summary	New text to provide advice to potential tenderers about the Selling to Government website and contact details
<p>Changes:</p> <p>Selling to Government website provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at <a href="mailto:sellingtogov@finance.gov.au">sellingtogov@finance.gov.au</a>.</p> <p>For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at A.A.5(a).</p>	

## CCS – Deed of Standing Offer – Approach to Market

CCS Clause	Introduction
Summary	New text to provide advice to potential tenderers about the Selling to Government website and contact details
<p>Changes:</p> <p>The Selling to Government website provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at <a href="mailto:sellingtogov@finance.gov.au">sellingtogov@finance.gov.au</a>.</p> <p>For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at D.A.5(a).</p>	

## CCS – Deed of Standing Offer – Approach to Market – Response Form

CCS Clause	INSTRUCTIONS FOR POTENTIAL SUPPLIER
Summary	New text to provide advice to potential tenderers about the Selling to Government website and contact details

CCS Clause	INSTRUCTIONS FOR POTENTIAL SUPPLIER
<p>Changes:</p> <p><b>Before you Start</b></p> <p>j. The Selling to Government website provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at <a href="mailto:sellingtogov@finance.gov.au">sellingtogov@finance.gov.au</a>.</p> <p>i. For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at D.A.5(a)-</p>	

## CCS – Commonwealth Glossary and Interpretation

CCS Clause	Confidential Information
Summary	<p>New definition to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing,</p> <p>and,</p> <p>Updates to reflect requirements in Shadow Economy Policy model clauses.</p>
<p><u>Changes:</u></p> <p><b>“Confidential Information”</b> means all forms of information that:</p> <p>a) is designated either specifically or generally as confidential in the Contract or DoSO; or</p> <p>b) is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).</p> <p><u>Removal of the following definitions:</u></p> <p>“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.</p> <p>“Shadow Economy Policy” means the <i>Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</i> available at <a href="https://treasury.gov.au/publication/p2019t369466">https://treasury.gov.au/publication/p2019t369466</a>.</p>	

“Statement of Tax Record” means 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-taxrecord/?page=1#Requesting an STR](https://www.ato.gov.au/Business/Bus/Statement-of-taxrecord/?page=1#Requesting%20an%20STR).

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

## CCS – Purchase Order Terms

CCS Clause	21.C Confidential Information
Summary	New definition to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.
Changes:	
<p><b>21.C Confidential Information</b></p> <p>C.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information of the Customer, without prior written approval from the Customer.</p> <p>C.2 The Supplier may disclose Confidential Information of the Customer with its officers, employees, agents and Subcontractors who have a need to know the information for the purposes of the Contract, provided that the Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, the obligations in this clause 21.C. The Supplier agrees, on request by the Customer, to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer’s Confidential Information in a form acceptable to the Customer.</p> <p>C.3 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.</p> <p>C.4 The Customer will not be in breach of any confidentiality agreement if the Customer discloses Confidential Information of the Supplier to its advisers, officers, employees or contractors in connection with this Contract or related activities, within the Customer’s organisation or with another agency where this serves the Commonwealth’s legitimate interests, or if it is required to disclose the information by a Minister, or a House or Committee of Parliament, or for accountability or reporting purposes.</p> <p>C.5 The obligations in this clause 21.C will not be breached where the relevant information:</p> <ul style="list-style-type: none"> <li>a) is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or</li> <li>b) is required to be disclosed by law, an order of a court or a stock exchange, but in the case of disclosure by the Supplier, any such request must be reported by</li> </ul>	

Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

#### **P.C.7 Survival**

7.1 All Additional Contract Terms (if any), plus clauses:

P.C.14 [Liability of the Supplier]

P.C.17 [Supplier Payments]

P.C.20 [Transition Out]

P.C.21 [Compliance with Law and Policy],

P.C.22 [Intellectual Property], and

21.C [Confidential Information]

survive termination or expiry of the Contract

## CCS – Contract Terms

<b>CCS Clause</b>	<b>21.E Confidential Information</b>
Summary	New definition to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.
<p>Changes:</p> <p><b>21.E Confidential Information</b></p> <p>E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information of the Customer other than in accordance with clause E.2, without prior written approval from the Customer.</p> <p>E.2 The Supplier may disclose Confidential Information of the Customer with its officers, employees, agents and Subcontractors who have a need to know the information for the purposes of performing the Contract, provided that the Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, the obligations in this clause 21.E. The Supplier agrees, on request by the Customer, to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.</p> <p>E.3 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.</p> <p>E.4 The Customer will not be in breach of any confidentiality agreement if the Customer discloses Confidential Information of the Supplier to its advisers, officers, employees or contractors in connection with this Contract or related activities, within the Customer's organisation or with another agency where this serves the Commonwealth's legitimate</p>	

interests, or if it is required to disclose the information by a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

- E.5 The obligations in this clause 21.E will not be breached where the relevant information:
- a) is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
  - b) is required to be disclosed by law, an order of a court or a stock exchange-but in the case of disclosure by the Supplier, any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

### **C.C.7 Survival**

- 7.1 All Additional Contract Terms (if any), plus clauses:
- C.C.14 [Liability of the Supplier]
  - C.C.17 [Supplier Payments]
  - C.C.20 [Transition Out],
  - C.C.21 [Compliance with Law and Policy], and
  - 21.E [Confidential Information],
- survive termination or expiry of the Contract.

## CCS – Approach to Market (ATM) Terms

CCS Clause	<b>A.B.7 Confidentiality of Potential Supplier's Information</b>
Summary	New definition to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.
Changes:	
<b>A.B.7 Confidentiality of Potential Supplier's Information</b>	
7.1	Subject to this clause A.B.7, the Customer will treat all Responses as confidential before and after the award of a Contract.
7.2	Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify and justify any aspects of their Response or the proposed Contract that they consider should be kept confidential.
7.3	Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.

## CCS – Deed of Standing Offer Approach to Market Terms

CCS Clause	D.B.7 Confidentiality of Potential Supplier's Information
Summary	New definition to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.
<p>Changes:</p> <p><b>D.B.7 Confidentiality of Potential Supplier's Information</b></p> <p>7.1 Subject to this clause D.B.7, the Customer will treat all Responses as confidential before and after the award of a DoSO.</p> <p>7.2 Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent DoSO and made available to Potential Customers. Potential Suppliers must identify and justify any aspects of their Response or the proposed DoSO that they consider should be kept confidential.</p> <p>7.3 Potential Suppliers should note that the Lead Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Lead Customer has the right to publicly disclose the information.</p>	

## CCS – Deed of Standing Offer Terms

CCS Clause	18.E Confidential Information
Summary	<p>New definition to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing,</p> <p>and,</p> <p>Updates to reflect requirements in Shadow Economy Policy model clauses.</p>
<p>Changes:</p> <p><b>18.E Confidential Information</b></p> <p>E.1 The Supplier agrees not to disclose to any person, other than the Lead Customer, any Confidential Information of the Lead Customer, without prior written approval from the Lead Customer.</p> <p>E.2 The Supplier may disclose Confidential Information of the Lead Customer with its officers, employees, agents and Subcontractors who have a need to know the information for the purposes of the Contract, provided that the Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, the obligations in this clause 18.E. The Supplier agrees, on request by the Lead</p>	

	Customer, to arrange for officers, employees, agents and Subcontractors to give a written undertaking relating to nondisclosure of the Lead Customer's Confidential Information in a form acceptable to the Lead Customer.
E.3	The Lead Customer will keep any information in connection with the DoSO confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.
E.4	The Lead Customer will not be in breach of any confidentiality agreement if the Lead Customer discloses Confidential Information of the Supplier to its advisers, officers, employees or contractors in connection with this DoSO or related activities, within the Customer's organisation or with another agency where this serves the Commonwealth's legitimate interests, or if it is required to disclose the information by law, a Minister, or a House or Committee of Parliament, or for accountability or reporting purposes.
E.5	The obligations in this clause 18.E will not be breached where the relevant information: <ul style="list-style-type: none"> <li>a) is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or</li> <li>b) is required to be disclosed by law, an order of a court or a stock exchange but in the case of disclosure by the Supplier, any such request must be reported by Notice to the Lead Customer without delay and the text of the disclosure provided in writing to the Lead Customer as soon as practicable.</li> </ul>
<b>18.L</b>	<b>Shadow Economy Policy</b>
L.3	The supplier warrants in relation to any first tier Subcontractor it has engaged to deliver goods and/or services as part of this contract resulting from a procurement with an estimated value of \$4 million or more (GST inclusive) that, at the time of entry into the subcontract, the supplier obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy.

## CCS – Approach to Market Sample

<b>CCS Clauses</b>	<p>Under the Introduction,</p> <p>and,</p> <p>Under the section Commonwealth Contracting Suite Glossary and Interpretation, the clause "Confidential Information",</p> <p>and,</p> <p>Under the section Commonwealth Approach to Market (ATM) Terms, the clause A.B.7.</p>
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Summary	<p>New text to provide advice to potential tenderers about the Selling to Government website and contact details and,</p> <p>New definitions to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.</p>
<p>Changes:</p> <p><u>From the Introduction section:</u></p> <p>The Selling to Government website provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at <a href="mailto:sellingtogov@finance.gov.au">sellingtogov@finance.gov.au</a>.</p> <p>For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at D.A.5(a).</p> <p><u>From the Commonwealth Contracting Suite Glossary and Interpretation section:</u></p> <p><b>“Confidential Information”</b> means all forms of information that:</p> <ul style="list-style-type: none"> <li>a) is designated either specifically or generally as confidential in the Contract or DoSO; or</li> <li>b) is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).</li> </ul> <p><u>From the Commonwealth Approach to Market (ATM) Terms section:</u></p> <p><b>A.B.7 Confidentiality of Potential Supplier’s Information</b></p> <ul style="list-style-type: none"> <li>7.1 Subject to this clause A.B.7, the Customer will treat all Responses as confidential before and after the award of a Contract.</li> <li>7.2 Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify and justify any aspects of their Response or the proposed Contract that they consider should be kept confidential.</li> <li>7.3 Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.</li> </ul>	

## CCS – Approach to Market

CCS Clause	Introduction
Summary	New text to provide advice to potential tenderers about the Selling to Government website and contact details
<p>Changes:</p> <p>The Selling to Government website provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at <a href="mailto:sellingtogov@finance.gov.au">sellingtogov@finance.gov.au</a>.</p> <p>For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at D.A.5(a).</p>	

## CCS – Commonwealth Contract Sample

CCS Clauses	<p>Under the section Commonwealth Contract Terms, the clause 21.E “Confidential Information”,</p> <p>and,</p> <p>Under the section Commonwealth Contracting Suite Glossary and Interpretation, the clause “Confidential Information”.</p>
Summary	New definitions to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.
<p>Changes:</p> <p><u>From the Commonwealth Contract Terms section:</u></p> <p><b>21.E Confidential Information</b></p> <p>E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information of the Customer other than in accordance with clause E.2, without prior written approval from the Customer.</p> <p>E.2 The-Supplier may disclose Confidential Information of the Customer with its officers, employees, agents and Subcontractors who have a need to know the information for the purposes of performing the Contract, provided that the Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, the obligations in this clause 21.E. The Supplier agrees, on request by the Customer, to arrange for its officers, employees, agents or Subcontractors to give a written</p>	

undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.

- E.3 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.
- E.4 The Customer will not be in breach of any confidentiality agreement if the Customer discloses Confidential Information of the Supplier to its advisers, officers, employees or contractors in connection with this Contract or related activities, within the Customer's organisation or with another agency where this serves the Commonwealth's legitimate interests, or if it is required to disclose the information by a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- E.5 The obligations in this clause 21.E will not be breached where the relevant information:
- a) is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
  - b) is required to be disclosed by law, an order of a court or a stock exchange-but in the case of disclosure by the Supplier, any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

#### **C.C.7 Survival**

- 7.1 All Additional Contract Terms (if any), plus clauses:
- C.C.14 [Liability of the Supplier]
  - C.C.17 [Supplier Payments]
  - C.C.20 [Transition Out],
  - C.C.21 [Compliance with Law and Policy], and
  - 21.E [Confidential Information],
- survive termination or expiry of the Contract.

From the Commonwealth Contracting Suite Glossary and Interpretation section:

**“Confidential Information”** means all forms of information that:

- a) is designated either specifically or generally as confidential in the Contract or DoSO; or
- b) is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier's information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).

## CCS – Contract

<b>CCS Clauses</b>	Under the section Commonwealth Contract Terms, the clause 21.E “Confidential Information”,  and,  Under the section Commonwealth Contracting Suite Glossary and Interpretation, the clause “Confidential Information”.
Summary	New definitions to prompt CCS users to consider an appropriate approach to confidentiality for the specific arrangement the user is preparing.
<p>Changes:</p> <p><u>From the Commonwealth Contract Terms section:</u></p> <p><b>21.E Confidential Information</b></p> <p>E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information of the Customer other than in accordance with clause E.2, without prior written approval from the Customer.</p> <p>E.2 The-Supplier may disclose Confidential Information of the Customer with its officers, employees, agents and Subcontractors who have a need to know the information for the purposes of performing the Contract, provided that the Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, the obligations in this clause 21.E. The Supplier agrees, on request by the Customer, to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer’s Confidential Information in a form acceptable to the Customer.</p> <p>E.3 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.</p> <p>E.4 The Customer will not be in breach of any confidentiality agreement if the Customer discloses Confidential Information of the Supplier to its advisers, officers, employees or contractors in connection with this Contract or related activities, within the Customer’s organisation or with another agency where this serves the Commonwealth’s legitimate interests, or if it is required to disclose the information by a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.</p> <p>E.5 The obligations in this clause 21.E will not be breached where the relevant information:</p>	

- a) is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
- b) is required to be disclosed by law, an order of a court or a stock exchange-but in the case of disclosure by the Supplier, any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

#### **C.C.7 Survival**

7.1 All Additional Contract Terms (if any), plus clauses:

C.C.14 [Liability of the Supplier]

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