

Suppliers should note the following key enhancements in CCS Plus:

In the *ATM* document

Addition of specific information about *Industry Briefings* and/or *Site Inspections* and whether potential Suppliers attendance at either or both is a *Mandatory Condition of Participation* in the tendering process.

Improved clarity about security clearances and a link to the applicable fees and charges if Suppliers are required to pay for obtaining security clearances.

Inclusion of standard Intellectual Property clause for Goods contracts.

In the *Response* document

A new question about whether you are classified as a relevant employer under the *Workplace Gender Equality Act 2012* and if the answer selected is 'yes' the opportunity to select whether you will include a copy of your entity's compliance letter with the Response or prior to contract.

A new question to determine whether the enterprise meets the Commonwealth's definition of an indigenous business and greater clarity about how to confirm indigenous ownership.

A Drafting Note in the Executive Summary proposes that potential suppliers highlight any indigenous subcontractors or indigenous staff who will be involved in the project.

Improved clarity around how pricing should be set out, particularly about whether fixed prices or daily rates are required. Similarly, greater clarity about whether all expenses must be included in fees or variable expenses based on actual costs can be reimbursed.

In the *ATM Terms*

Greater clarity around the factors that will be considered as part of the pricing criteria as well as a note that the Customer may consider the Supplier's ability to assist the Customer to meet its Indigenous Procurement Policy obligations.

Removal of the need to demonstrate prior financial stability.

In the *Commonwealth Contract Terms*

Retention of mutual *Termination for Convenience* clause.

Extensive re-ordering of clauses into a more logical sequence.

Enabling the contract to be executed on separate, but identical, copies.

Enabling limitation of liability for industry participants of schemes operating under *Schedule 4 of the Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation.

Greater clarity about transition in / transition out arrangements by inclusion of standard requirements.

Improved alignment with legislative requirements regarding access to the Suppliers promises and access to, and ownership of, information in the Supplier's possession.

Defining the limited circumstances under which the Customer may report information regardless of its confidential status (ie when required by law, a Minister, or a House or Committee of Parliament) and explicitly providing that the Supplier does not breach confidentiality where that information is already available from another source.

Removal of the requirement for a Supplier to use its best endeavours to comply with the Commonwealth's *Indigenous Procurement Policy*.