GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-MNT-SERV

(Routine Maintenance Services)

Status: Optional (used for Maintenance of systems and Products that are not administrative type computer systems)

Purpose: To identify the groups of routine Maintenance tasks to be performed under the Contract.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This DSD defines the requirements for groups of routine Maintenance activities to be undertaken by the Contractor. Types of Maintenance tasks may be listed herein or within the Price and Payment Schedule (Attachment B). Note that actual Maintenance tasks are described in technical manuals and no attempt should be made to create such a detailed list within this Contract; rather, clause 6.1.1.1 refers to the applicable list(s) of Products in SOW Annex A, which then refers to the technical manuals (identified as referenced documents).

Technical manuals for the Maintenance of particular Products should either be listed at Annex A to the SOW or, if the list of technical manuals is extensive, included in Annex D to the SOW, with cross-references from the applicable Products listed in Annex A. Drafters should refer to the guidance in each of these annexes for further information.

SOW Annex A also identifies the depths and/or grades of Maintenance applicable to the particular Products Being Supported under the Contract, but it is also possible that particular requirements associated with the differing depths/grades of Maintenance will need to be spelled out within this DSD. Drafters should note that, while this DSD is called ‘Routine Maintenance Services’, it addresses both Preventive Maintenance and Corrective Maintenance, but does not address Software Maintenance, which is addressed through the engineering DSDs.

‘Non-Routine’ Maintenance may include ‘Contingency Maintenance’ (referDEFLOGMAN Part 2 Volume 10 Chapter 17, *Contingency Maintenance*), which is that Maintenance carried out on technical equipment during a contingency, when the availability of that equipment is crucial to force capability and normal operating Maintenance procedures may not be appropriate. Contingency Maintenance involves both scheduled and unscheduled Maintenance performed during the contingency, including battle damage repair. For example, Contingency Maintenance may involve the periods between Preventive Maintenance being extended and Maintenance processes being modified. The *ASDEFCON (Support)* template does not include a DSD for Contingency Maintenance and, if required, one must be developed by the drafter. Alternatively, these Maintenance requirements may be incorporated directly into this DSD and DSD-MNT-MGT as additional clauses.

This DSD requires DSD-MNT-MGT to be implemented as the head DSD for Maintenance in order to provide the applicable framework under which the Maintenance tasks must be managed, conducted and reported. A MMP (or SSMP for smaller contracts) is also required as the Contractor’s planning document for Maintenance.

This DSD only provides the starting point for describing the Maintenance Services required for particular Products requiring support, and it is likely that this DSD will require further development to accord with specific Contract requirements.

Related Clauses/Documents:

DSD-MNT-MGT, for Management of Maintenance Services

Optional Clauses: None

# 5 APPLICABLE DOCUMENTS

Status: Core

Purpose: To identify authoritative documents (excluding individual Maintenance manuals) that are applicable to the Maintenance Services to be provided.

Policy: The individual environments (eg, Land, Maritime and Aerospace) each have their own policies regarding Maintenance, many of which are captured in the respective ADF regulatory / assurance framework documents. Explosive Ordnance also has policies regarding Maintenance, and requires additional regulations to be addressed.

Guidance: Edit the listing of the applicable documents to suit the application of Maintenance Services. The documents here should be high level, such as Technical Maintenance Plans that refer to individual Maintenance and servicing manuals. Drafters should also note that Annex A to the SOW includes provisions for adding Maintenance manuals for specific Products.

Drafters must not include references to Defence policy under this clause (unless the policy explicitly states that it is applicable to contractors) because these are open to interpretation within a contract and their applicability is usually limited to Defence personnel.

Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, which may need to be modified if only a portion of the applicable documents are relevant to the required Maintenance Services.

Related Clauses/Documents:

Draft SOW clause 6.4, Maintenance Organisation and System Compliance

Optional Clauses: None

# 6.2.2 Mission System Maintenance

Status: Optional

Purpose: To identify the Mission Systems to which the Maintenance Services under this DSD are applicable.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This clause allows drafters to specify the scope of Maintenance Services to be provided to each of the Mission System types listed in SOW Annex A. Each clause identifies the type of Mission System (one per table in Annex A to the SOW) and then lists applicable high-level summaries of the required Maintenance Services.

Importantly, Mission Systems in the Contract are not necessarily the same as ‘Major Systems’ in a Defence capability. They are systems to be treated as a Mission System for the purposes of regulation / assurance, corporate governance, and management as a Mission System. For example, a contract may support aircraft / helicopters as one Mission System and flight simulators as another, or a ship as one and the Software integration and test facility another, because the level of contract management is similar for each.

If the Contract does not provide support at the Mission System level (ie, section 1 of Annex A to the SOW is not used), but instead provides support to selected Mission System and/or Support System Repairable Items (ie, sections 2 and 3 of Annex A), then this clause may be deleted and replaced with ‘Not used’.

If there is only one Mission System type and the table in section 1 of Annex A defines the depths / grades of Maintenance, drafters may replace the standard clause with the optional clause below. Note that Annex A may not be fully defined, in the context of depths / grades of Maintenance, if the Contract (Support) is tendered concurrently with a Contract (Acquisition) and information for Annex A will be developed under the Contract (Acquisition). Refer to the *ASDEFCON Linkages Module* for further guidance on how to address this type of situation.

If required, drafters are to insert the description of the Maintenance Services applicable to each Mission System type, which should set out any details and qualifications that are not provided through the Maintenance depth/grade information and associated Maintenance manuals provided at Annex A to the SOW. If there is only one Mission System type, the second clause and subclause list should be deleted. If there are more than two types, then the clause should be copied for each additional type. Drafters may also include the descriptive name of the Mission System in each clause after the Mission System number (eg, ‘… Mission System #1 (HMAS Choules) listed at …’).

This clause may also need to be expanded to address any unusual and/or unique Mission System Maintenance requirements, particularly to ensure that the scope of work is clear. For example, it may be necessary to:

1. identify any Commonwealth-owned Maintenance Facilities and/or Support and Test Equipment (S&TE) that the Contractor is required to use, particularly where these items are unique;
2. spell out who is responsible for picking up the Mission System(s) from the Commonwealth’s premises and delivering them to the Contractor’s Maintenance Facilities (and vice versa after Maintenance is completed); and
3. spell out any Commonwealth actions during Maintenance (eg, sign-off of individual Maintenance actions as they are completed on a ship or of stages within a deeper-maintenance program for aircraft).

Related Clauses/Documents:

Section 1 of Annex A to the SOW

Optional Clauses:

The Contractor shall provide Maintenance Services to the Mission Systems listed in section 1 of Annex A to the SOW, for the identified depths/grades of Maintenance identified in Annex A to the SOW.

# 6.2.3 Repairable Item Maintenance

Status: Optional

Purpose: To set out the Maintenance requirements for Repairable Items.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: Typically, the Maintenance requirements for Repairable Items will be fully spelt out through SOW Annex A and the referenced technical manuals pertaining to those Repairable Items. Notwithstanding, this clause may need to be expanded to address specific requirements for individual Repairable Items or sets of Repairable Items. Examples of Maintenance-related issues that may need to be addressed through this clause are:

1. use of specific Maintenance Facilities and/or use of specific Maintenance S&TE (eg, Commonwealth-owned unique Facilities and S&TE);
2. unique handling requirements that are not addressed in the Maintenance manuals or through the Supply DSDs;
3. non-standard locations for conducting Maintenance (eg, when deployed); and
4. differing ADF regulatory / assurance framework requirements, which may apply to the Maintenance of different sets of Repairable Items.

Related Clauses/Documents:

Sections 2 and 3 of Annex A to the SOW

Optional Clauses: None.

# 6.2.4 Post-Maintenance Verification

Status: Optional

Purpose: To set out the responsibilities for post-Maintenance Verification requirements.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This clause may require modification to address any Commonwealth-unique post-Maintenance Verification requirements, such as post-Maintenance flight testing of aircraft or harbour trials for ships (eg, that these must be conducted or witnessed by Commonwealth personnel). Alternatively, it could set out a process whereby the actual post-Maintenance Verification are agreed between the parties, depending upon the significance of any issues identified during Maintenance and/or any additional work conducted during Maintenance (eg, incorporation of Modifications).

Related Clauses/Documents:

Sections 1-3 of Annex A to the SOW

Optional Clauses: None.

# 6.2.5 Carried Forward Maintenance Requirements

Status: Optional

Purpose: To set out the processes for deferring minor Maintenance requirements until a more appropriate time in order to minimise the impact on Product availability.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: For some Mission Systems and major Support System Components, minor Maintenance requirements may be deferred until a more convenient scheduled Maintenance activity (ie, carried forward). This is typical for minor damage (eg, damaged paintwork and minor corrosion) identified by operational and intermediate level Maintenance personnel and which can be deferred until a major scheduled Maintenance activity, rather than making the Product unavailable for a minor Maintenance activity.

The clause requires Commonwealth Approval for carried forward Maintenance. In practice this is generally managed using a pre-approved list of repair requirements with defined tolerances (eg, evidence of surface corrosion in area […X...] of up to [...Y…] in surface area). In some cases a quick, non-standard repair may also be required in order to allow deferral of the permanent repair, in which case the Approval for this clause 6.2.5 and clause 6.2.6 would be combined.

Related Clauses/Documents:

Clause 6.2.6, Implementing Non-Standard Repairs and Deviations

Optional Clauses: None.

# 6.2.6 Implementing Non-Standard Repairs and Deviations

Status: Optional

Purpose: To set out the processes for implementing Non-Standard Repairs and Deviations during Maintenance.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: There may be times when Non‑Standard Repairs and/or Deviations (eg, temporary modifications) need to be implemented during Maintenance. This clause only defines the Maintenance aspects of these processes, noting that other aspects such as investigation and development of acceptable repair schemes and other Deviations from an Approved Product Baseline or standard processes require appropriate engineering approval. Essentially, Non‑Standard Repairs and Deviations cannot be implemented as part of Maintenance until appropriate engineering sign-off has been provided.

The required engineering approvals could be provided by the Contractor under the Engineering Support clause and associated DSDs (eg, DSD-ENG-SERV); by the Commonwealth; or by a third-party Contractor / OEM, based upon who is the design authority and has the necessary engineering expertise and responsibility. If the same Contractor is providing both Maintenance and Engineering Services, then the ‘Engineering Investigations’ clause of DSD-ENG-SERV should be reviewed concurrently with this DSD, while noting that the management of Baselines and Deviations is addressed through DSD-ENG-CM. Clause 11 in the SOW addresses the processing of each ‘Application for a Deviation’.

This clause may be optional for simpler support contracts, where the nature of the materiel and the associated ADF regulatory / assurance framework may not require this level of control to be exercised by the Commonwealth.

Related Clauses/Documents:

Clause 6.2.5, Carried Forward Maintenance Requirements

Draft SOW clause 11.4, Non-Conforming Services

DSD-ENG-SERV, Routine Engineering Services

DSD-ENG-CM, Configuration Management Services

DID-PM-MGT-AFD, Application for a Deviation

Optional Clauses: None.

# 6.2.7 Incorporating Modifications, Alterations, and Technical Instructions

Status: Optional

Purpose: To identify the need for Maintenance actions to implement Modification Orders, alterations, and Technical Instructions.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This clause defines the Maintenance portion of the design change process; the incorporation of modifications during Maintenance activities. Other aspects of a modification program, such as the development of design changes, are addressed through the Engineering Support DSDs. Engineering Services would normally be used to design, develop and prototype or conduct the first / trial installation of a Commonwealth-directed design change, while subsequent roll-out of the design change is often incorporated into the system as part of Maintenance when the system is already ‘off-line’.

Drafters should be aware that the terms ‘Modification Order’ and ‘Technical Instruction’ are defined in the Glossary. Drafters may wish to modify the definitions to match the terminology used within a particular environment (Land, Maritime or Aerospace).

Clauses 6.2.7.1 – 6.2.7.3 divide the modifications, alterations and Technical Instructions (‘changes’) into different groups, depending upon whether or not a particular change is within scope or subject to S&Q Services. The first group of changes are those proposed by the Commonwealth, typically as capability enhancements and, therefore, these changes are funded as S&Q Services under clause 6.2.7.1.

The second group of changes are those required to keep the system functioning on a routine basis. This may require a change to implement a substitution and overcome parts shortages, for safety improvements directed by the OEM, regulatory changes or other change originating from outside the Commonwealth Representative’s control. These are undertaken as Recurring Services under 6.2.7.2 unless they fit into an exception category listed in clause 6.2.7.3, where they will be funded as an S&Q Service. Exceptions would be made for changes that have significant Commonwealth involvement (which may affect cost or safety), such as structural changes, or as agreed by the Commonwealth because of the cost when it is not desirable for the Commonwealth to have the Contractor factor in a high level of contingency to cover such costs within the Recurring Services.

Clause 6.2.7.1 requires the Contractor to follow the authorised change documentation when implementing any of the change programs.

Drafters need to insert the applicable name for the modification order / instruction or directive where indicated. Drafters also need to develop the list of exception categories in clause 6.2.7.3 within the optional subclause list. If there are no specific exception categories and S&Q Services, therefore, would only be used with Commonwealth agreement, then the optional clause may be deleted and clause 6.2.7.3 amended accordingly.

This clause may be optional for simpler support contracts, where this situation may not arise frequently or require formal management processes.

If the same Contractor is providing both Maintenance and Engineering Services, then the relevant clauses of DSD-ENG-SERV (eg, Developmental Activities for Major Changes and Technical Instruction Development) should be reviewed concurrently with this clause.

Related Clauses/Documents:

DSD-ENG-SERV, Routine Engineering Services

Optional Clauses: None

* + 1. Aircraft Weight, Balance and Symmetry

Status: Optional. Applicable to aircraft (Mission System level) support contracts where the Contractor will be required to maintain weight, balance and symmetry information.

Purpose: To require the Contractor to maintain weight, balance and symmetry information for each aircraft.

Policy: DASR M.A.708, *Continuing Airworthiness Management*

AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General*

Guidance: Optional clauses (below) have been drafted for managing aircraft weight, balance and symmetry information. Maintaining accurate information is an important aspect of aircraft safety and continuing airworthiness management. Relevant DASR requirements are DASR M.A.708(b)10 for aircraft weight and balance, and DASR M.A.708(b)11 regarding aircraft symmetry.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note, add the clauses to the end of the DSD to avoid cross-reference errors). AAP7021.008-1 (AM1), Aircraft Weight and Balance – Generals should also be added to the list of applicable documents in clause 5.

The clauses should be amended for the extent of proposed Contractor responsibility. For example, if the Contractor will weigh aircraft during a scheduled servicing but not perform flight line operations, then the information would need to be maintained in CAMM2 but the Contractor will not be the party required to make the statements available to aircrew, prior to each flight, and the final clause would be omitted.

Related Clauses:

DSD-ENG-CM clause 6.2.2, Baseline Management, if weight, balance and symmetry information is maintained within the build state information for each aircraft.

Optional Clauses:

The Contractor shall maintain weight, balance and symmetry information for each aircraft in accordance with AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General*, and […INSERT CAMO INSTRUCTION / PROCEDURE FOR SYMMETRY CHECKS…].

The Contractor shall, for each aircraft:

perform checks (measurements and calculations) of weight, balance and symmetry as part of the […INSERT APPLICABLE ROUTINE SERVICING OR PERIOD…];

calculate changes to weight, balance and symmetry information as a result of installed modifications and other configuration changes; and

update as required, the weight, balance and symmetry information recorded in CAMM2 […INSERT 'and' APPLICABLE CM BUILD STATE / BASELINE…] reflects the current status of the aircraft.

The Contractor shall ensure that the weight and balance statement and the symmetry statement are made available to the relevant aircrew […INSERT 'and Air Movements staff' IF APPLICABLE…].

Detailed Service Description

1. DSD NUMBER: DSD-MNT-SERV-V5.0
2. TITLE: Routine Maintenance Services
3. DESCRIPTION and intended use

This DSD is used to describe the requirements for routine Maintenance Services, being those Preventive Maintenance and Corrective Maintenance tasks performed on a scheduled or unscheduled basis using the Maintenance Management System established for the period of the Contract under DSD-MNT-MGT.

1. INTER-RELATIONSHIPS

This DSD forms part of the SOW.

This DSD must be applied in conjunction with DSD-MNT-MGT.

1. APPLICABLE DOCUMENTS

The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include references to the relevant technical maintenance plans, servicing schedules, technical manuals, etc, that have generic applicability across the Maintenance Services). Do not include reference to Defence policy (eg, DEFLOGMAN) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Delete from the documents listed in the table below, those documents that do not apply to this Contract.

|  |  |
| --- | --- |
| 1. AAP 8000.011 | 1. Defence Aviation Safety Regulations (DASR) |
| 1. AAP 7001.059 | 1. Transition Aviation Maintenance Manual |
| 1. ANP 3411.0101 | 1. Naval Materiel Assurance Publication |
| 1. LMSM | Land Materiel Safety Manual |

1. SERVICE DESCRIPTION
   1. Introduction
      1. Scope

Note to drafters: Amend the following clause to align with the scope of routine Maintenance Services required under the Contract. For example, if the Contract does not include Maintenance of the Mission System as a whole, and therefore Annex A does not list Mission Systems (refer scenarios 3 and 4 in the SOW Tailoring Guide), then clause 6.1.1.1a would be deleted and 6.1.1.1 would be simplified.

The Contractor shall provide the routine Maintenance Services, as described in this DSD, for the following types of Products listed in Annex A to the SOW:

the Mission System(s); and

the Repairable Items.

* 1. Services
     1. General

The Contractor shall provide Maintenance Services for the Products specified in clause 6.1.1.1 in accordance with:

Note to drafters: If only a portion of an Applicable Document listed in clause 5 is applicable, then the following clause should be modified to ensure that only the applicable portion is mandated on the Contractor.

the applicable documents listed in clause 5 of this DSD; and

the technical manuals identified against each of the Products in Annex A to the SOW.

* + 1. Mission System Maintenance

Note to drafters: If Mission System Maintenance is not a requirement of this Contract, then delete the following clauses and replace with a single ‘Not used’. Otherwise, the clauses should be tailored and completed to accord with the required Maintenance Services. Drafters should also ensure that these requirements are harmonised with the parallel requirements in Annex A to the SOW, without overlaps or gaps. Refer to guidance for additional information.

The Contractor shall undertake the following Maintenance Services for Mission System #1 listed at Annex A to the SOW:

[…INSERT APPLICABLE SERVICES…]; and

[…INSERT APPLICABLE SERVICES…].

The Contractor shall undertake the following Maintenance Services for Mission System #2 listed at Annex A to the SOW:

[…INSERT APPLICABLE SERVICES…]; and

[…INSERT APPLICABLE SERVICES…].

* + 1. Repairable Item Maintenance

Note to drafters: The following clause may be expanded to accord with the specific requirements of the Contract.

The Contractor shall undertake Preventive Maintenance and Corrective Maintenance of the Repairable Items listed at Annex A to the SOW, for the identified depths/grades of Maintenance identified in Annex A to the SOW.

* + 1. Post-Maintenance Verification

Note to drafters: The following clause may be expanded to accord with the specific requirements of the Contract (eg, for post-Maintenance flight testing of aircraft or harbour trials for ships).

Unless otherwise agreed by the Commonwealth Representative, the Contractor shall conduct Verification of all Products specified in clause 6.1.1.1 after Maintenance has been completed in accordance with the technical manuals applicable to the Product.

* + 1. Carried Forward Maintenance Requirements

The Contractor shall manage all carried forward Maintenance requirements, including Carried Forward Unserviceabilities, in accordance with the Approved MMP.

The Contractor shall submit all requirements for Carried Forward Unserviceabilities to the Commonwealth Representative for Approval.

* + 1. Implementing Non-Standard Repairs and Deviations

The Contractor shall submit, prior to implementation of a Non-Standard Repair, an Application for a Deviation in accordance with clause 11.4 of the SOW.

When a Deviation, which is not related to a Non-Standard Repair, is required to be implemented during Maintenance and either an Application for a Deviation has not been submitted by the Contractor or an Approved Deviation has not been provided by the Commonwealth, the Contractor shall submit an Application for a Deviation in accordance with clause 11.4 of the SOW.

The Contractor shall not implement a Non-Standard Repair or any other Deviation required to be implemented during Maintenance until the Commonwealth Representative has granted Approval, in writing, of the relevant Application for a Deviation.

The Contractor shall maintain, for the Term, records of all details relating to Non-Standard Repairs and Deviations implemented during Maintenance and promptly make these available to the Commonwealth Representative upon request.

If the Contract is terminated or is to expire then, within the applicable timeframe in the Contract for delivery of Technical Data or, if no time frame, prior to the date of termination or expiry the Contractor shall deliver to the Commonwealth Representative a copy of all details relating to Non-Standard Repairs and Deviations implemented during Maintenance, in either hard copy or soft copy or both hard and soft copy, as agreed between the parties.

* + 1. Incorporating Modifications, Alterations, and Technical Instructions

Note to drafters: Amend the following clause depending upon the processes that apply to the Contract. Drafters should note that ‘Modification Order’, ‘Technical Instruction’, etc, are defined terms and may be amended in the Glossary.

The Contractor shall incorporate each […INSERT APPLICABLE DOCUMENT (eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'…], alteration, or Technical Instruction:

in accordance with the applicable […INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'…] or Technical Instruction;

in a way that minimises the impact on Defence operations and other Contract work (eg, by incorporation during routine Maintenance activities); and

in a way that minimises the risks to the health and safety of personnel and to the environment.

Note to drafters: The following two clauses divide installation work between Recurring Services and S&Q Services. Recurring Services avoid the administration of S&Q Services but are not suitable for installations of a particular nature, scale (cost) or if they cannot be reasonably anticipated (eg, Commonwealth proposed enhancements). Tailor accordingly.

Subject to clause 6.2.7.3, the Contractor shall incorporate any […INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'…], alterations or Technical Instructions required for the continued sustainment of the Products Being Supported (eg, as required to maintain serviceability, address parts shortages, or to address safety and/or regulatory requirements, including ADF regulatory / assurance framework requirements), within the Recurring Services.

The Contractor shall incorporate, as an S&Q Service:

each […INSERT APPLICABLE DOCUMENT (eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'…], alteration, or Technical Instruction required by the Commonwealth Representative as an enhancement or other functional change;

|  |
| --- |
| Option: Include the following subclause list when there are specific types of change that will be undertaken as an S&Q Service in every instance (eg, not included within the scope of clause 6.2.7.2) due to cost or significance of Commonwealth input).  any […INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'…], alteration or Technical Instruction that involves:  […INSERT APPLICABLE EXCLUSIONS, eg,'structural changes to a Mission System'…]; or |

any significant […INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'…], alteration or Technical Instruction as agreed by the Commonwealth Representative in advance and in writing.