GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-MNT-MGT

(Requirements for THE MANAGEMENT OF Maintenance Services)

Status: Optional (must be used for Maintenance of all Materiel Systems and equipment that are not administrative type computer systems).

Purpose: To identify the management requirements common to the Maintenance of the Products identified at Annex A to the SOW.

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

DEFLOGMAN Part 2 Volume 10 Chapter 17, *Contingency Maintenance Policy*

Guidance: This DSD is required to establish the framework under which DSD-MNT-SERV and other drafter-developed Maintenance DSDs can be implemented.

Related Clauses/Documents:

DID-MNT-MMP

DSD-MNT-SERV, Routine Maintenance Services

Optional Clauses: None

# 5 APPLICABLE DOCUMENTS

Status: Core

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

Policy: The individual Defence environments (eg, Land, Maritime and Aerospace) each have policies regarding Maintenance that are captured in the respective ADF regulatory / assurance framework documents. Explosive Ordnance also has assurance-related policies for Maintenance, to be referenced when applicable.

Guidance: Edit the list of applicable documents to suit the Maintenance Services. These documents should have applicability to all of the Maintenance Services, such as regulatory documents and technical maintenance plans that cross-refer to individual Maintenance and servicing manuals (it is not expected that all manuals for complex systems be listed here). Note that Annexes A and D to the SOW are used to identify Maintenance manuals (often in sets or series) for specific systems and Repairable Items. Drafters should also refer to the guidance for clause 5 of DSD-MNT-SERV.

Related Clauses/Documents:

None

Optional Clauses: None

# 6.2.1 Maintenance Management, Administration, and Reporting

Status: Core

Purpose: To identify the Maintenance management, administration, and reporting requirements for the Products that require Maintenance.

Policy: TBD

Guidance: To tailor this clause, drafters need to insert references to the relevant plan and ADF regulatory / assurance framework publications, orders, or instructions describing administrative processes that must be followed for Maintenance Services to be performed. This list should not include detailed Maintenance manuals for the Products, as these are included in DSD-MNT-SERV by reference to SOW Annex A (and Annex D, indirectly).

Drafters should consider the need for Maintenance logs and other documentation to be provided to the Commonwealth for reporting of Maintenance actions. If needed, a definition for Maintenance Documentation may be added to the Glossary to capture the scope of documents involved, which may include a list of approved forms. The clauses using ‘Maintenance documentation’ will also require adjustment.

Related Clauses/Documents:

DID-MNT-MMP specifies requirements for a Maintenance Management Plan (MMP)

Optional Clauses: None

# 6.2.2 Maintenance Management System

Status: Core

Purpose: To identify the approach to Maintenance management, administration, and reporting using a Maintenance Management System and, in particular, whether on-line access to a Defence Maintenance Management System will be provided.

Policy: TBD

Guidance: If applicable, drafters need to insert references to ADF regulatory / assurance framework publications for the Maintenance Management System. For aerospace, for example, ‘DASR M.A.305, Aircraft continuing airworthiness record system’ and ‘DASR M.A.306, Aircraft technical log’. If no regulation or reference applies, amend the clause to refer only to the MMP or SSMP.

The drafter should also select from the optional clauses that identify who will provide the system. Option A should be selected when the Contractor will be provided on-line access to a Commonwealth-owned (or licensed) Maintenance Management System, such as MILIS, AMPS or CAMM2. Option B is for the use of a Contractor system, which would be used in accordance with the Approved MMP.

Option A would be applicable where the Contractor is working on a Defence site or the Commonwealth will provide on-line system access from an off-site Maintenance facility owned by the Contractor. If chosen, Options A-1 or A-2 must be selected depending on exclusive access to the system (ie, system equipment provided as GFE, including within GFF) or shared access (ie, where system terminals are located in a facility shared with Defence staff or another contractor). Details of GFE and GFS need to be added to Attachment E when applicable.

Drafters should note that training in Commonwealth-provided Information Systems is addressed by SOW clause 3.17, and additional clauses are not required here.

Of the two optional clauses, only Option B is likely to be applicable to Information Systems support contracts, where a major Maintenance Management System may not be suitable. Additionally, where the Contractor will be conducting all Maintenance and/or the Maintenance requirements are small, it may not be cost-effective or appropriate to provide an on-line connection to the Commonwealth system. In these instances, the requirements for reporting of Maintenance data, if required in addition to Maintenance log cards, will need to be identified and an appropriate DID may need to be developed (for physical or electronic transfer), added to the CDRL, and referred to from Option B.

Note that it is also possible for a Contractor to have on-line access to a Commonwealth system while located at a Defence facility, and to not have access at another location where Services are being performed. If this is expected when drafting the RFT, the drafter should include and tailor both Options A and B to suit.

Related Clauses/Documents:

SOW clause 3.17, Training in Defence Information Systems

DID-MNT-MMP specifies requirements for a MMP

Attachment E, GFM and GFS

Attachment O, Government Furnished Facilities Licence

Optional Clauses: None

# 6.2.3 Scheduling

Status: Optional

Purpose: To identify and advise the Commonwealth of the scheduling of major Maintenance activities and to facilitate Contractor-Commonwealth coordination of system use and Maintenance downtime.

Policy: TBD

Guidance: This clause may not be applicable if the Maintenance Services do not involve taking Mission Systems off-line for Maintenance, or particular Maintenance activities are continuous in nature and without variability that would interest the Commonwealth. Additionally, this clause may not be required if the scheduling reported through the Maintenance Management System (clause 6.2.2.1b) is sufficient for Commonwealth purposes.

Scheduling of Maintenance, and the inclusion of this clause, is beneficial when the Commonwealth needs to coordinate operational use with Maintenance activity, forecast related payment milestones (eg, during depot overhaul), coordinate modification installations, schedule GFS for Maintenance, or where a high level performance measure, such as system availability, is forecast to change on a regular (eg, monthly) basis. The schedule may be delivered either within the SSMS or the CSSR, depending upon which data item has been identified in the draft SOW.

If scheduling is not applicable, the clauses under 6.2.3 should be deleted and replaced with a single ‘Not used’.

Related Clauses/Documents:

DID-MNT-MMP, DID-SSM-SSMS, DID-SSM-CSSR

DSD-MNT-SERV, Routine Maintenance Services

Clause 6.2.2.1b for scheduled Maintenance within the Maintenance Management System.

Optional Clauses: None

# 6.2.4 Authority to Fit

Sponsor: Applicable ADF regulatory / assurance authority:

**Maritime** Naval Materiel Seaworthiness Assurance Authority (NMSwAA)

**Land** Director of Technical Regulation - Army (DTR-A)

**Aerospace** Defence Aviation Safety Authority (DASA)

Status: Optional (must be included for all systems and equipment managed within an ADF regulatory / assurance framework).

Purpose: To implement strict parts and Configuration Control for systems and equipment subject to ADF regulatory / assurance framework requirements.

Policy: TBD

Guidance: If there are requirements for Maintenance Services to adhere to a strict parts control and Configuration Control program, such that only authorised Non‑Repairable Items are used, then this clause will be applicable.

If not applicable, the clauses under 6.2.4 should be deleted and replaced with a single ‘Not used’.

The authority to fit a Non-Repairable Item will be recorded in an information system or document, which could be one of a number of sources, depending on the environment, Contract scope, and on-line access given to the Contractor. The source may be on-line, such as ADAASS (for aerospace), or within a document such as an IPB or Illustrated Parts Catalogue. The applicable source document / system should be entered into this clause.

Related Clauses/Documents:

Clause 6.2.5, Cannibalisation

DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

# 6.2.5 Cannibalisation

Status: Optional (must be included for all systems and equipment managed and maintained within an ADF regulatory / assurance framework).

Purpose: To implement strict controls on Cannibalisation practices.

Policy: TBD

Guidance: Cannibalisation is the removal of a serviceable Repairable Item or Non-Repairable Item from one system or high-level spare, in order to use that item to make another system available to undertake operations. Cannibalisation is not generally permitted unless there is an immediate operational requirement because it involves unnecessary Maintenance and can lead to unintentional damage. It can also mask problems with supply chains and/or deeper-level Maintenance (eg, at OEMs).

For many Products, particularly if subject to Preventive Maintenance, containing components with limited life, or subject to different modification states, Cannibalisation and these clauses can only be applicable where there is a strict parts and Configuration Control program in place; accordingly, inclusion of the ‘Authority to Fit’ clause is a prerequisite to Cannibalisation.

If Cannibalisation is not applicable, the clauses under 6.2.5 should be deleted and replaced with a single ‘Not used’.

Related Clauses/Documents:

Clause 6.2.4, Authority to Fit

DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

# 6.2.6 Beyond Economic Repair and Beyond Physical Repair

Status: Core

Purpose: To define the requirements for Maintenance activity regarding Repairable Items that have been damaged, are worn out, or have suffered such significant failure that they may no longer be economical to repair or be able to be physically repaired.

Policy: **Maritime** *NAVSUPMAN 10*

**Land** *Electronic Supply Chain Manual*

**Aerospace** AAP3530.002, *Salvage, Conversion and Disposal of Stores*;

AAP3031.001, *RAAF Equipment Accounting Procedures*; and/or

AAP7001.042-1, *RAAF Maintenance System for Technical Equipment*.

Guidance: The conditions to determine whether or not a Repairable Item should be considered economical to repair will vary from one Service or Product to another. Drafters should check the definitions for Beyond Economic Repair and Beyond Physical Repair in the Glossary to confirm that they are suitable. For example, these definitions may need to include the Service-specific or environment-specific criteria for making the determination as to Beyond Economic Repair or Beyond Physical Repair. Alternatively, these criteria can be incorporated into this clause. Finally, drafters need to be mindful that repair may deliver a reduced Repairable Item life (ie, the MTBF may be less after repair than before repair), and this needs to be considered in any Beyond Economic Repair calculation.

Related Clauses/Documents:

DSD-SUP-SERV, Supply Support Services (Disposals clause)

Optional Clauses: None

# 6.2.7 Maintenance Investigations

Status: Optional

Purpose: To enable Maintenance investigations to be undertaken, as and when required, in support of Maintenance activities.

Policy: TBD

Guidance: Maintenance investigations and reporting are essential for systems with complex Maintenance requirements. Requirements for the investigation of Defects are included in ADF regulatory / assurance framework publications (eg, DASR M.A.202, Occurrence reporting). For consistency with Defence processes, drafters should insert references to Defence procedures that apply those requirements.

Following the Maintenance investigation, findings and issues uncovered in relation to the Defect may be referred for an engineering investigation, to be performed by the Contractor (under DSD-ENG-SERV), the Commonwealth, or a third party.

Related Clauses/Documents:

DSD-ENG-SERV, Routine Engineering Services (Engineering Investigations clause)

Optional Clauses: None

* + 1. Maintenance Assurance Services

Status: Optional. Applicable to aerospace contracts when the Contractor is to provide support to the Continuing Airworthiness Manager (CAM) by monitoring and then reporting on the Contractor’s Maintenance activities, as part of continuing airworthiness assurance.

Purpose: To require the Contractor to perform surveillance and assurance of Contractor Maintenance functions, in support of the CAM’s continuing airworthiness program.

Policy: DASR M, *Continuing Airworthiness Management*

Guidance: Optional clauses (below) have been drafted for continuing airworthiness. These clauses may be adapted for seaworthiness or Land materiel safety assurance if similar assurance monitoring and reporting obligations apply.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add to the end of the DSD to avoid cross-reference errors). The list of functions under clause 1.1.1.5 must be aligned to the scope of the Maintenance Services; for example, if the Services include pre-flight (before flight) Maintenance.

Specific Continuing Airworthiness Management Organisation (CAMO) procedures for DASR Part M are generally written for the aircraft type and, as a result, cross-references to instructions / Quality Management System (QMS) procedures need to be inserted. These procedures must be accessible by the Contractor. For further guidance, seek advice from the CAM and/or the DASA.

Related Clauses: See ‘Airworthiness Reviews’ below.

Optional Clauses:

The Contractor acknowledges:

the need for compliance with continuing airworthiness requirements in order to ensure the safe operation of the […INSERT FLEET / WEAPON SYSTEM…];

that DASR Part M defines requirements for continuing airworthiness management and the creation of the Commonwealth Continuing Airworthiness Manager (CAM) role within a DASA-approved Continuing Airworthiness Management Organisation (CAMO); and

that the CAMO is, and at all times remains, accountable for all continuing airworthiness management tasks to be performed in accordance with DASR Part M.

The Contractor shall, on behalf of the Commonwealth Representative, provide Maintenance assurance Services to the CAM by monitoring the management and recording of Maintenance activities performed by the Contractor and Subcontractors, to ensure compliance with the DASR Part M, *Continuing Airworthiness Management*, and related CAMO requirements identified under this clause 1.1.1.

Unless otherwise agreed by the Commonwealth Representative, Contractor Personnel performing Maintenance assurance Services shall be independent reviewers, having not been involved in performing the individual tasks that they review.

Contractor Personnel performing Maintenance assurance Services shall perform Maintenance assurance Services in accordance with the Approved MMP, and the […INSERT NAME OF QMS …] Quality Management System (QMS) assurance procedures for DASR Part M, as identified in clause 1.1.1.5.

Contractor Personnel performing Maintenance assurance Services shall monitor compliance of Maintenance Services with the continuing airworthiness requirements, and report to the CAM in relation to:

Note to drafters: Amend or delete, as applicable, the following subclauses to define the scope of assurance monitoring Services to be undertaken by the Contractor.

the accomplishment of Maintenance in accordance with DASR M.A.201(g), DASR M.A.201(l), and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…];

the correct installation of operational and emergency equipment, and reporting to the operating organisation regarding the serviceable / unserviceable status of that role equipment in accordance with […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…], to enable the operating organisation to comply with DASR M.A.201(a)2;

Contractor-performed pre-flight inspection accomplishment and recording, in accordance with DASR M.A.301(a)1, […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…] and the applicable aircraft manuals;

the management, rectification and reporting of Defects or damage affecting the safe operation of aircraft, in accordance with DASR M.A.301(a)2, DASR M.A.708(b)6 and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…];

the conduct of Maintenance check flights, in accordance with DASR M.A.301(a)8 and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…];

the completion of each Certificate of Release to Services (CRS) in accordance with DASR M.A.801, DASR M.A.802 and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…], for aircraft and for components, as applicable;

the coordination of scheduled Maintenance in accordance with DASR M.A.708(b)8, M.A.710(a)7 and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…], including the application of Airworthiness Directives, the replacement of service life limited parts, and component inspection requirements;

the implementation of Airworthiness Directives, including operational directives, in accordance with DASR M.A.301(a)5 and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…]; and

modifications, repairs and mandatory inspections being performed in accordance with DASR M.A.301(a)6, DASR M.A.304 and […INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE…].

* + 1. Airworthiness Reviews

Status: Optional. Applicable to aerospace contracts when the Contractor is to provide support to the CAM in the preparation for and the conduct of airworthiness reviews.

Purpose: To require the Contractor to perform Maintenance surveillance and assurance functions to support the CAM to implement continuing airworthiness requirements.

Policy: DASR M.A.710, *Airworthiness review*

DASR M.A.901, *Aircraft airworthiness review*

Guidance: Optional clauses (below) have been drafted for continuing airworthiness. These clauses may be adapted for seaworthiness and Land materiel safety assurance if system-by-system reviews of Maintenance and related activities (for each ship / vehicle, etc, in a class / fleet) are required.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add to the end of the DSD to avoid cross-reference errors).

Support for airworthiness reviews may be conducted as a Recurring Service if the scope of Contractor work is adequately defined. Hence, the note to tenderers should be amended if required. If the Contractor’s role is clearly described in the CAMO QMS procedure / standing instructions, then the second clause (in the option box) will not be required. If the Contractor’s role is not clearly separated from other organisations, the clause in the option box should be included and tailored. Alternatively, a clause may be inserted to state that ‘Contractor support to airworthiness reviews shall be conducted as an S&Q Service’.

Related Clauses: See ‘Maintenance Assurance Services’ above.

Optional Clauses:

Note to tenderers: Airworthiness reviews will be conducted for each aircraft on an annual basis.

The Contractor shall, on behalf of the Commonwealth Representative, support the CAM in in performing airworthiness reviews in accordance with DASR M.A.901 and […INSERT CAMO INSTRUCTION / QMS PROCEDURE…].

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| Option: Include and tailor this clause if the Contractor’s role in airworthiness reviews is not clearly separated from other organisations in the CAMO QMS procedures / instructions.  To support the CAM in performing each airworthiness review, the Contractor shall:  review and summarise Maintenance and related data for each aircraft, in accordance with DASR M.A.710(a);  conduct physical surveys of each aircraft, in accordance with DASR M.A.710(b) and M.A.710(c); and  present the information collected in accordance with clauses 1.1.2.2a and 1.1.2.2b at the airworthiness review meeting. |

Detailed Service Description

1. DSD NUMBER: DSD-MNT-MGT-
2. TITLE: REQUIREMENTS FOR THE MANAGEMENT OF MAINTENANCE SERVICES
3. DESCRIPTION AND INTENDED USE

This DSD describes the generic management functions to be performed as part of the Maintenance of the Products identified at Annex A to the SOW. These functions are generally regulatory in nature, or are essential for the management of Maintenance functions and for maintaining Configuration Control of the Products during Maintenance.

1. INTER-RELATIONSHIPS

This DSD forms part of the SOW.

This DSD must be applied in conjunction with Maintenance Services defined in the Maintenance requirements of the SOW and related DSDs.

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 that are applicable to the management of 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.

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| 1. AAP 6734.001 | 1. *Defence Aviation Safety Manual* |
| 1. AAP 8000.011 | 1. *Defence Aviation Safety Regulations* (DASR) |
| 1. AAP 7001.059 | 1. *Transition Aviation Maintenance Management Manual* |
| 1. ANP3411-0101 | 1. *Naval Materiel Assurance Publication* |
| 1. LMSM | 1. *Land Materiel Safety Manual* |
| 1. DEFLOGMAN Part 3 | 1. *Electronic Supply Chain Manual* (ESCM) |

1. SERVICE DESCRIPTION
   1. Introduction

Note to drafters: Throughout this DSD, drafters are to insert the appropriate plan (eg, MMP or SSMP) to match the governing plan for Maintenance inserted in the body of the SOW.

* + 1. Scope of DSD

Note to drafters: Amend the following clause to align with the required Maintenance Services.

The Contractor shall provide management of Maintenance Services, as described in this DSD and in accordance with the Approved […INSERT 'MMP' OR 'SSMP'…], for the following types of Products listed in Annex A to the SOW:

Mission System(s); and

Repairable Items.

* 1. Services
     1. Maintenance Management, Administration and Reporting

Note to drafters: Insert the relevant references into the following clause for the applicable processes (eg, for recording of Maintenance actions, tracking serial numbered items, filling in technical logs / tracking cards, etc).

The Contractor shall undertake all Maintenance administrative actions necessary to ensure that the correct technical recording and reporting processes have been followed in accordance with the Approved […INSERT 'MMP' OR 'SSMP'…] and, to the extent applicable to the Maintenance Services, […INSERT ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION…].

Note to drafters: Maintenance documentation in the following two clauses include Maintenance logs, Maintenance forms, etc. The clauses may be amended if required to be more specific. Alternatively, ‘Maintenance Documentation’ could be added as a defined term in the Glossary and substituted in the two clauses below.

The Contractor shall update the Maintenance documentation for the Products specified in clause 6.1.1.1 in accordance with the Approved […INSERT 'MMP' OR 'SSMP'…].

Unless otherwise defined in the Approved […INSERT 'MMP' OR 'SSMP'…], the Contractor shall deliver the updated Maintenance documentation to the Commonwealth Representative when the Product to which the Maintenance documentation applies is returned into the Commonwealth’s care, custody or control.

* + 1. Maintenance Management System

The Contractor shall use a Maintenance Management System, in accordance with the Approved […INSERT 'MMP' OR 'SSMP'…] and:

[…INSERT REGULATION OR REGULATORY / ASSURANCE FRAMEWORK PUBLICATION…]; and

[…INSERT REGULATION OR REGULATORY / ASSURANCE FRAMEWORK PUBLICATION…].

The Contractor shall use the Maintenance Management System for the Products specified in clause 6.1.1.1 to:

maintain operating and Maintenance history, including failure data and failure trends;

forecast scheduled Maintenance arisings and provide notification to the Commonwealth Representative of Products approaching a scheduled Maintenance activity (ie, within servicing latitude);

provide reports on availability and servicing details;

maintain job records and progress sheets/cards;

reflect the location and movement of Products subject to Maintenance or modification incorporation (or both); and

record the modification status.

The Contractor shall ensure that Maintenance Services undertaken by Subcontractors, for the Products specified in clause 6.1.1.1, are entered into the Defence or Contractor Maintenance Management System, as applicable, for those functions identified in clause 6.2.2.2.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence Maintenance Management System. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

Note to drafters: Training in Commonwealth-provided Information Systems is addressed in clause 3.17 of the SOW.

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| Option A: For when the Contractor will be provided with on-line access to a Defence Maintenance Management System (eg, CAMM2, AMPS, or MILIS), the name of the system must be inserted into the applicable clauses below.  The Commonwealth shall provide the Contractor with on-line access to the Defence Maintenance Management System, […INSERT NAME OF SYSTEM…], for the purposes of undertaking clause 6.2.2.1 for this Contract.  Option A-1: For when the Contractor will be provided with hardware and Software for a Defence Maintenance Management System.  The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of […INSERT NAME OF SYSTEM…], as detailed in Attachment E.  Option A-2: For when the Contractor will share access to a Defence Maintenance Management System.  The Commonwealth shall provide the Contractor with access to […INSERT NUMBER…] of shared […INSERT NAME OF SYSTEM…] terminals at […INSERT LOCATION/TIME DETAILS…]. |

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| Option B: For when the Contractor will NOT be provided on-line access to a Defence Maintenance Management System and the Contractor will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements may need to be developed, by the drafter, to enable data to be transferred to a Defence Maintenance Management System. In this situation, clause 6.2.2.8 should also be modified to incorporate the appropriate CDRL reference.  The Contractor shall implement a Maintenance Management System to meet the requirements of clause 6.2.2.1.  The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor’s Maintenance Management System for the duration of the Contract.  The Contractor shall develop, deliver and update Maintenance management, administration and reporting data, for entry into the Defence Maintenance Management System, in accordance with CDRL Line Number MNT-[…INSERT LINE NUMBER…]. |

Note to drafters: The times in the following clauses may be adjusted to meet the specific requirements for the Contract. Drafters should note that the phrase, ‘unless otherwise allowed for in the Contract’, provides flexibility for certain data, which may exceed the timeframes specified because of the associated requirements defined in the Contract. The second clause may be deleted if Surge is not applicable to the Contract.

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| Option: For when the information on the Maintenance Management System is time-critical.  Subject to clause 6.2.2.10 of this DSD and unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on the Maintenance Management System for the Products specified in clause 6.1.1.1 is never more than 24 hours out-of-date.  During periods of Surge, the Contractor shall ensure that the information on the Maintenance Management System for the Products specified in clause 6.1.1.1 is never more than two hours out-of-date. |

* + 1. Scheduling

Note to drafters: If a Support Services Master Schedule is required by the SOW, then this schedule should be included in the following clause.

The Contractor shall prepare, maintain and deliver to the Commonwealth Representative, within the […INSERT 'Support Services Master Schedule and the'...] Maintenance Management Plan, a schedule of planned Maintenance servicings, projecting future work effort for a period of not less than one year, or until the end of the Term when that period is less than one year.

Note to drafters: If the Maintenance services (in DSD-MNT-SERV or other) do not include major servicings / overhauls, then delete the following clause.

The Contractor shall include in the schedule of planned Maintenance servicings, a schedule for each major servicing, including the incorporation of approved Modification Orders and Technical Instructions that are implemented during the servicing period.

* + 1. Authority to Fit

Note to drafters: The following clauses are applicable where Maintenance of the Mission System and/ or the Support System Components are/ is subject to parts control requirements. The Applicable Reference in the following clause could be MILIS, ADAASS, the applicable IPBs, or other reference as defined by ADF regulatory / assurance framework requirements. The clause may also require restructuring if differing references are required to address the full scope of Mission System(s) and Repairable Items listed at Annex A to the SOW.

In accordance with the Approved […INSERT 'MMP' OR 'SSMP'…], the Contractor shall use […INSERT APPLICABLE REFERENCE...], to determine the authority to fit a Repairable Item or a Non‑Repairable Item to any of the Products specified in clause 6.1.1.1.

The Contractor acknowledges that identification of an Item by Commercial and Government Entity (CAGE) code and part number approved by the Original Equipment Manufacturer (OEM) only is not sufficient to determine authority to fit.

Replacement Non‑Repairable Items, to be fitted to a Repairable Item, shall be:

unused, except for situations which arise under Cannibalisation;

a currently OEM approved CAGE code / part number combination, sourced from the OEM or a current OEM approved source of supply, except for situations which arise under Cannibalisation; and

for Aeronautical Items, accompanied by a Certificate of Conformity prepared in accordance with Volume 5 Section 1 Chapter 4 of the *Electronic Supply Chain Manual*.

Note to drafters: The Applicable Reference in the following clause is the same as the one inserted into clause 6.2.4.1.

If the CAGE code / part number combination is currently OEM-approved, but the […INSERT APPLICABLE REFERENCE…] has not yet been updated, such Items will be authorised for fit subject to the Contractor receiving Approval from the Commonwealth Representative (or authorised delegate). The Contractor shall not fit such Item until this Approval is received in writing.

* + 1. Cannibalisation

Note to drafters: This clause is applicable if Maintenance Services, which are subject to parts control requirements, permit the Cannibalisation of serviceable Repairable Items or Non-Repairable Items from a system or higher-level Repairable Item in order to make another system available for operations. The Contractor has the flexibility to cannibalise Commonwealth assets it holds, in order to achieve system availability, subject to the requirements of this clause.

Unless otherwise directed in writing by the Commonwealth Representative, the Contractor shall undertake Cannibalisation […INSERT 'only during periods of Surge and' IF SURGE IS APPLICABLE…] only when a Repairable Item or Non-Repairable Item is urgently required to meet operational needs.

Note to drafters: Insert the relevant reference into the clause below.

The Contractor shall undertake Cannibalisation in accordance with […INSERT REGULATORY / ASSURANCE DOCUMENT OR OTHER APPLICABLE REFERENCE…] and the Approved […INSERT 'MMP' OR 'SSMP'…].

The Contractor shall ensure that Cannibalisation does not result in the equipment, from which the Repairable Item or Non-Repairable Item is taken, becoming Beyond Economic Repair.

The Contractor shall Verify the serviceability of the Cannibalised Repairable Item or Non-Repairable Item either prior to, or on, the installation of the Item.

For any equipment with a fatigue life data monitoring requirement, the Contractor shall seek written Approval from the Commonwealth Representative prior to the Cannibalisation of the equipment.

The Commonwealth Representative may, at any time, request the Contractor to Cannibalise equipment and/or parts from equipment held by the Contractor in order to meet operational needs. The Contractor shall use its best endeavours to satisfy the request for Cannibalised Repairable Items or Non-Repairable Items.

As Cannibalisation constitutes a change in location of an Item, the Contractor shall record the movement of each Repairable Item or Non-Repairable Item, which has been Cannibalised by the Contractor, via the Maintenance Management System.

Subject to clause 6.2.5.9, the Contractor shall undertake Cannibalisation pursuant to this clause 6.2.5 as an S&Q Service.

If the Cannibalisation requirement arises due to a Contractor shortfall, the Contractor shall undertake the Cannibalisation at no additional cost to the Commonwealth.

Note to drafters: The Maintenance Management System in the following option is to be consistent with clause 6.2.2, or modified accordingly where a system is not specified (Option B of 6.2.2). Alternatively, if a different method of notifying the Contractor is to be used, the clause should be modified accordingly.

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| Option: For when the Commonwealth is performing Maintenance and Cannibalisation by the Commonwealth could be a requirement during the Contract to maintain system availability.  The Commonwealth may, at its discretion and without varying the obligations of the Contractor, carry out Cannibalisation from time to time to maintain system availability. The Commonwealth will notify the Contractor of such activities through the […INSERT NAME OF SYSTEM…]. |

* + 1. Beyond Economic Repair and Beyond Physical Repair

The Contractor shall notify the Commonwealth Representative, in writing, of Repairable Items that it regards as being either Beyond Economic Repair or Beyond Physical Repair. Such notices shall include:

the rationale for assessing that the Repairable Item is either Beyond Economic Repair or Beyond Physical Repair;

for Repairable Items assessed as Beyond Economic Repair, a comparison of repair and replacement costs;

risks associated with repairing the Repairable Item (such as non-availability of components);

risks associated with not repairing the Repairable Item (such as insufficient spares quantities for life of type); and

a recommended course of action.

All Commonwealth-owned Repairable Items, which are assessed as either Beyond Economic Repair or Beyond Physical Repair, shall remain the property of the Commonwealth.

The Commonwealth Representative shall advise the Contractor within 15 Working Days of receipt of the notice, or such other time as agreed between the parties, of whether it requires that the Contractor:

repair the Repairable Item;

disassemble the unserviceable Repairable Item to recover components;

dispose of the unserviceable Repairable Item in accordance with the provisions of DSD-SUP-SERV; or

hold the Repairable Item pending further investigation.

The Contractor shall comply with the Commonwealth Representative’s determination at clause 6.2.6.3 within the time period stipulated by the Commonwealth Representative.

* + 1. Maintenance Investigations

The Contractor shall investigate and report on any Defects in Non‑Repairable Items and any of the Products specified in clause 6.1.1.1, which are identified during system operation (eg, operator’s occurrence report) or Contractor-performed or Commonwealth-performed Maintenance, in accordance with the Approved […INSERT 'MMP' OR 'SSMP'…] and […INSERT INSTRUCTION / PROCEDURE OR ASSURANCE REQUIRMENT…].

The Contractor’s investigation of Defects pursuant to clause 6.2.7.1 shall determine:

the nature of the Defect;

likely causes;

safety, mission or other implications likely to result from the Defect; and

the need for further engineering investigation.

Without limiting clause 12.4 of the SOW, if Defects identified during the conduct of Maintenance Services have safety implications for either Commonwealth Personnel or other persons, the Contractor shall immediately inform the Commonwealth Representative of the nature of the Defect and whether or not the safety implications apply to other in-service systems or equipment.

The Contractor shall investigate and immediately report on any Maintenance Incidents that occur during the conduct of Maintenance Services, where these Maintenance Incidents have implications for Commonwealth-performed Maintenance, including incidents that have resulted in, or have the potential to result in:

subject to SOW clause 12.4, injury to Commonwealth Personnel or other persons;

damage to equipment or Facilities or both;

a premature Failure of equipment, which is not immediately attributable to a material Defect; or

some combination of subclauses a to c above.

The Contractor shall undertake Maintenance research as required and defined by the Commonwealth Representative, including:

reviewing Maintenance procedures;

trialling new fault finding methods; or

other research as required by the Commonwealth Representative.

Except where the Maintenance research under clause 6.2.7.5 is required to satisfy an ADF regulatory / assurance framework requirement and/or to address a safety issue, the Contractor shall undertake the required Maintenance research as an S&Q Service.