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## AIRWORTHINESS

### MAINTENANCE

#### GUIDANCE MATERIAL FOR CONTRACTED MAINTENANCE AGREEMENTS

1. Note.

The material contained in this document has been issued as a guideline to assist the operators who wish to enter into maintenance agreements with Licenced Aircraft Maintenance Organisations (AMO). This document has been compiled with reference to the NAMCARs 91.09.02, 121.10.3, 127.10.3 and 135.10.3.

2. Introduction.

Where an Operator is not an appropriately licensed aircraft maintenance organisation in accordance with civil aviation regulations, it has to establish a contract with a licensed aircraft maintenance organisation. This contract has to be acceptable by the NCAA because it is the NCAA's responsibility to be satisfied that all aspects of Maintenance Management are covered not only by the AOC Holder's Maintenance Management Exposition (MME) but also the maintenance arrangements made with NCAA licensed AMO. Accordingly, the contract must provide the Operator with the means of demonstrating compliance with its Maintenance Responsibilities. This document is intended to provide some guidance on that issue.

3. Compliance.

3.1. An operator shall not operate an aeroplane/helicopter unless it is maintained and released to service by an organisation appropriately certified by NCAA in accordance with Namibia Civil Aviation Regulations except that the pre-flight inspections need not necessarily be carried out by the NCAA certified organisation.

3.2. An operator shall ensure the airworthiness of the aeroplane/helicopter and the serviceability of both operational and emergency equipment.

3.3. The requirement means that the operator is responsible for determining what maintenance is required, when it has to be performed and by whom and to what standard, in order to ensure the continued airworthiness of the aeroplane/helicopter being operated.

3.4. The requirement does not mean that the operator himself performs the maintenance, but that the operator carries the responsibility for the airworthy condition of the

- aeroplane/helicopter it operates and thus be satisfied before each intended flight that all required maintenance has been properly carried out.
- 3.5. An operator must be appropriately licensed by NCAA to carry out the foregoing requirements, except when the NCAA is satisfied that the maintenance can be contracted to an appropriate NCAA licensed organisation.
  - 3.6. An operator must employ a person or group of persons acceptable to the NCAA to ensure that all maintenance is carried out on time to an approved standard such that the maintenance responsibility requirements prescribed above are satisfied, and to ensure the functioning of the quality system required by NCAA.
  - 3.7. When an operator is not appropriately certified in accordance with Namibia Civil Aviation Regulations, arrangements must be made with such an organisation to carry out the requirements specified by NCAA. A maintenance contract must be agreed between the operator and the AMO. The contract, together with all amendments must be acceptable to the NCAA.
  - 3.8. Both the specification of work and the assignment of responsibilities should be clear, unambiguous and sufficiently detailed to ensure that no misunderstanding should arise between the parties concerned (operator, maintenance organisation and the NCAA) that could result in a situation where the work that has a bearing on the airworthiness or the serviceability of aeroplane/helicopter is not properly performed.
4. Maintenance responsibility
    - 4.1. The AOC Holder (the Operator) is responsible for the maintenance performed by an AMO. Accordingly, when it is stated, in this document, that the AMO performs such function, activity or task, it shall be understood that the operator remains responsible for being satisfied that such function, activity or task was carried out as required by the operator. "Maintenance due" includes both scheduled maintenance tasks ordered by the Operator, as well as unscheduled maintenance, including work arising from any maintenance activity.
    - 4.2. Accordingly, the NCAA must be satisfied that the Operator properly exercises its maintenance responsibility when the Operator has set a contract that adequately defines the duties of both parties and specify precisely the content of the information to be exchanged between them so that:
      - a) the NCAA licensed AMO has a comprehensive understanding of the maintenance tasks to plan (if applicable) and to perform;
      - b) the Operator may be able to control that the NCAA licensed AMO actually performs the maintenance due on time and in accordance with approved standards;
      - c) the interfaces between the two parties are clearly defined.
  5. Applicability.
    - 5.1. The submission of a maintenance contract for acceptance to the NCAA is applicable to Operators that are "not appropriately licensed by NCAA. "Not appropriately licensed" means that the organisation:
      - a) is not a licensed AMO or,
      - b) is licensed but not for the product concerned.
      - c) is licensed for the product concerned but not for the specific type of maintenance involved.
    - 5.2. The submission of a maintenance contract for acceptance to the NCAA is limited to regular maintenance of complete aircraft with engines and APU, and complete engines (including APU's) which are removed from the aircraft.

- 5.3. Regular maintenance includes both scheduled and unscheduled maintenance but excludes occasional maintenance contracted for reasons such as workload, hangar space, peaks etc...
6. Maintenance contracts
- 6.1. The following paragraphs are not intended to provide a standard maintenance contract but to provide a list of the main points that should be addressed, when applicable, in a maintenance contract between an Operator and a licensed AMO. As only the technical parts of the maintenance contracts have to be acceptable to the NCAA, the following paragraphs only address technical matters and excludes matters such as costs, delay, warranty, etc...
- 6.2. When maintenance is contracted to more than one licensed AMO (for example aircraft base maintenance to X, engine maintenance to Y and line maintenance to Z1, Z2 & Z3), attention should be paid to the consistency of the different maintenance contracts.
- 6.3. A maintenance contract is not normally intended to provide appropriate detailed work instruction to the personnel (and is not normally distributed as such). Accordingly there must be established organisational responsibility, procedures and routines in the AMO organisations to take care of these functions in a satisfactory way such that any person involved is informed about his responsibility and the procedures which apply. These procedures and routines can be included/append to the operator's MME and maintenance organisation's Maintenance Organisation Exposition (MOE) or consist in separate procedures. In other words procedures and routines should reflect the conditions of the contract.

## 7. Aircraft maintenance

This paragraph applies to a maintenance contract that includes base maintenance and, possibly, line maintenance. Para 9 of this document addresses the issue of maintenance contracts restricted to only line maintenance. Aircraft maintenance also includes the maintenance of the engines and APU while they are installed on the aircraft.

### 7.1. Scope of work

- a) The type of aircraft and engines subject to the maintenance contract must be specified. It shall include the aircraft's registration numbers.
- b) The type of maintenance to be performed by the licensed AMO should be specified unambiguously.

### 7.2. Locations identified for the performance of maintenance/ Certificates held;

The place(s) where base and line maintenance (for large aircraft) and 100hour or annual inspection (for light aircraft) will be performed should be specified. The Licence held by the AMO at the place(s) where the maintenance will be performed should be referred to in the contract. If necessary the contract may address the possibility of performing maintenance at any location subject to the need for such maintenance arising either from the unserviceability of the aircraft or from the necessity of supporting occasional line maintenance.

### 7.3. Subcontracting

The maintenance contract should specify under which conditions the licensed AMO may subcontract tasks to a third party (whether this third party is NCAA licensed or not). In addition the Operator may require the licensed AMO to request the Operator's approval before subcontracting to a third party. Access should be given to the Operator to any information (especially the quality monitoring information) about the licensed AMO's

subcontractors involved in the contract. It should however be noted that under operators responsibility both the operator and the NCAA are entitled to be fully informed about subcontracting, although the NCAA will normally only be concerned with aircraft, engine and APU subcontracting.

#### 7.4. Maintenance Programme (Maintenance Schedule)

The maintenance programme under which the maintenance has to be performed has to be specified. The Operator must have that Maintenance Programme approved by the NCAA. When the maintenance programme is used by several Operators, it is important to remember that it is the responsibility of each operator to have that maintenance programme approved under its own name by the NCAA.

#### 7.5. Quality monitoring

The terms of the contract should include a provision allowing the Operator to perform a quality surveillance (including audits) upon the licensed AMO. When the licensed AMO is performing functions such as Airworthiness Directive incorporation planning and follow-up, planning of maintenance tasks, etc..., such functions must be under the control of the Operator's Quality System. The maintenance contract should specify how the results of the Quality surveillance are taken into account by the approved AMO. (see also para.7.25. "meetings").The maintenance contract should also specify that the quality monitoring function of the contracted licensed AMO should be extended to cover the specific maintenance functions the AMO performs.

#### 7.6. NCAA involvement

When the Operator's and the licensed AMO's regulatory authorities are not the same, the Operator and the licensed AMO have to ensure together with their regulatory authorities that the respective regulatory authority's responsibilities are properly defined and that, if necessary, delegations have been established. That may apply to the use of approved data according to national regulations.

#### 7.7. Airworthiness data

The airworthiness data used for the purpose of this contract as well as the authority responsible for the approval, (normally the regulatory authority of the AOC Holder) must be specified. This may include, but may not be limited to:

- a) Maintenance Programme (Maintenance Schedule),
- b) AD's,
- c) major repairs/modification data,
- d) aircraft Maintenance Manual,
- e) aircraft IPC,
- f) Wiring diagrams,
- g) Trouble shooting manual,
- h) Minimum Equipment List (normally on board the aircraft),
- i) Operations Manual
- j) Flight Manual

#### 7.8. Incoming Conditions

The contract should specify in which condition the Operator's must send the aircraft to the approved AMO. For checks of significance i.e. 'C' checks and above, it may be beneficial that a Work scope Planning meeting be organized so that the tasks to be performed may be commonly agreed (see also para 7.25: "Meetings").

#### 7.9. Airworthiness Directives

7.9.1. It is very important that the contract specify which country's Airworthiness Directive (AD) have to be applied (normally: those approved by the country of registration of the aircraft) and who supplies the Airworthiness Directive. The Operator may however agree to apply instructions more restrictive than those AD's. This may be the case when an aircraft owner wishes to ease the leasing of the aircraft in different possible countries and then wishes to have his aircraft in compliance with different countries AD's at the same time.

The application of an AD may be divided into the following phases:

- a) applicability,
- b) means of compliance,
- c) planning,
- d) incorporation,
- e) follow-up.

It is not intended that the Operator, in order to exercise its maintenance responsibility, performs itself the items a, b, c & e; however, those items shall remain under its responsibility.

7.9.2. When the licensed AMO only performs the incorporation of the AD (item 4 above), the contract should specify what information the Operator is responsible to provide to the approved AMO, such as the due date of the AD, the selected means of compliance, etc...In addition the type of information the Operator will need in return to complete the control should be specified.

7.9.3. When the licensed AMO also performs actions among items a,b,c & e above:

- a) the contract will have to specify what information the licensed AMO Organisation needs in order to initiate those actions and what is the decision process when various options are selected (e.g. date and means of compliance),
- b) the maintenance contract should allow the Operator to have access to all the necessary information from the licensed AMO so that the Operator may exercise its airworthiness responsibility. The information provided by the licensed AMO should allow the Operator to control the performance of items (a to e (as applicable) by the licensed AMO and, when necessary, to override a decision of the licensed AMO if it appears necessary for the continuous airworthiness of the aircraft.

#### 7.10. Service Bulletin/Modifications

7.10.1. Normally, the decision to embody Service Bulletins (SB's) or modification belongs to the Operator. However, the Operator may delegate that decision provided that the conditions of delegation are clearly established (e.g.: the modification does not affect the interchangeability and the reliability [which should be demonstrated], the modification does not affect the maintenance or operational procedures, etc..).

- 7.10.2. Such a delegation may be useful in the case of a licensed AMO that maintains to a common standard a fleet of aircraft that belong to different Operators.
- 7.10.3. The Operator will have to demonstrate that it has a thorough control of that procedure.
- 7.10.4. The contract should specify, where applicable, who is updating the SB and modification status and what type of information has to be exchanged for that purpose (see also para 7.24: "Exchange of information").
- 7.11. Hours & Cycles control.  
Hours and Cycles control is the responsibility of the operator, but there may be cases where the licensed AMO performs that control, especially when it carries out planning functions. In the latter case, the licensed AMO must be in receipt of the current flight hours and cycles on a regular basis so that it may update the records (see also para 7.24: "Exchange of information").
- 7.12. Component control/removal forecast.  
According to the contract, maintenance tasks may include component removal/installation planning and performance. The contract should then specify who carries out the component control and what type of information has to be exchanged for that purpose (see also para 7.24: "Exchange of information").
- 7.13. Life Limited Parts  
Life Limited Parts control is the responsibility of the Operator.
- 7.13.1. When the Life Limited Parts control is performed by the Operator, the licensed AMO will have to provide the Operator with all the necessary information about the LLP removal/installation so that the Operator may update its records (see also para 7.24 "Exchange of information").
- 7.13.2. It may also be agreed between the Operator and the licensed AMO that the Life Limited Parts control is carried out by the licensed AMO. This will have to be specified in the contract. The licensed AMO will need to be in receipt of current hours/cycles of the aircraft, as well as any other information necessary to perform the control. The Operator should be in receipt of the Life Limited Parts status in order to exercise his airworthiness responsibility (see also para 7.24 "Exchange of information"). The contract may contain additional requirement about the origin of parts (see also para 7.14 "Supply of parts").
- 7.14. Supply of parts.  
The contract should specify whether a particular type of material or component comes from the Operator's or the licensed AMO's store, which type of component is pooled, etc...Attention should be paid on the fact that it is the licensed AMO's competence and responsibility to be in any case satisfied that the component in question meets the approved data/standard and to ensure that the aircraft component is in a satisfactory condition for fitment. In other words, there is definitely no way for an AMO to accept whatever it receives from the operator.
- 7.15. Pooled parts at line stations  
Unambiguous arrangements should be specified in the contract and in accordance with the regulations.

7.16. Scheduled maintenance

The maintenance contract shall specify who is planning maintenance checks in accordance with the approved Aircraft Maintenance Programme (Maintenance Schedule).

7.16.1. When the Operator is planning the maintenance checks, the support documentation to be given to the licensed AMO should be specified. This may include, but may not be limited to:

- a) applicable work package, including job cards;
- b) scheduled component removal list;
- c) modifications to be incorporated;
- d) etc...

When the licensed AMO determines, for any reason, to defer a maintenance task, it has to be formally agreed by the Operator. If the deferment goes beyond an approved limit, refer to para 7.19: "Deviation from the maintenance Schedule". This should be addressed, where applicable, in the maintenance contract.

7.16.2. When the licensed AMO is planning the maintenance checks, it should be in receipt of all relevant information from the Operator that will allow the performance of its planning function. When the licensed AMO defers a maintenance task, that information should be brought to the attention of the Operator. If the deferment goes beyond an approved limit, refer to para 7.19: "Deviation from the Maintenance Schedule". This should be addressed, where applicable, in the maintenance contract.

7.17. Unscheduled maintenance/Defect rectification.

The contract should specify to which level the licensed AMO may rectify a defect without reference to the operator. As a minimum the approval and incorporation of major repairs should be addressed. The deferment of any defect rectification shall be submitted to the Operator and, if applicable, to NCAA.

7.18. Deferred tasks.

See paragraphs 7.16 and 7.17 above. The use of the Operator's MEL and the relation with the Operator in cases of a defect that cannot be rectified at the line station, should be addressed.

7.19. Deviation from the Maintenance Schedule.

Deviations have to be requested by the Operator to NCAA or granted by the Operator in accordance with a procedure acceptable to NCAA. The contract should specify the support the licensed AMO may provide to the Operator in order to substantiate the deviation request.

7.20. Test flight.

If any test flight is required, it shall be performed in accordance with the Operator's Maintenance Management Exposition.

7.21. Release to service documentation.

The release to service has to be performed by the licensed AMO in accordance with its MOE procedures. The contract should, however, specify which support forms have to be used (Operator's technical log, licensed AMO's maintenance visit file, etc...) and the

documentation the licensed AMO should provide to the Operator upon delivery of the aircraft. This may include but may not be limited to:

- a) Certificate of safety for flight - mandatory-,
- b) flight test report,
- c) list of modifications embodied,
- d) list of repairs,
- e) list of AD's incorporated,
- f) maintenance visit report,
- g) etc...

7.22. Maintenance recording.

The Operator may contract the licensed AMO to retain some of the maintenance records required by Namibian Civil Aviation Regulations. It should be ensured that every requirement of regulations is fulfilled by either the Operator or the licensed AMO. In such a case, free and quick access to the above mentioned records should be given by the licensed AMO to the Operator and NCAA (in case of two different regulatory authorities involved, see para 7.6 " NCAA involvement").

7.23. Reliability report.

Where necessary, responsibility for the production of data for the Reliability Report should be defined into the contract.

7.24. Exchange of information.

Each time exchange of information between the Operator and the licensed AMO is necessary, the contract should specify what information should be provided and when (i.e. on what occasion or at what frequency), how, by whom and to whom it has to be transmitted.

7.25. Meetings.

In order that the NCAA may be satisfied that a good communication system exists between the Operator and the licensed AMO, the terms of the maintenance contract should include the provision for a certain number of meetings to be held between both parties.

7.25.1. Contract review.

Before the contract is applicable, it is very important that the technical personnel of both parties that are involved in the application of the contract meet in order to be sure that every point leads to a common understanding of the duties of both parties.

7.25.2. Work scope planning meeting.

Work scope planning meetings may be organized so that the tasks to be performed may be commonly agreed.

7.25.3. Technical meeting.

Scheduled meetings may be organised in order to review on a regular basis technical matters such as AD's, SB's, future modifications, major defects found during maintenance check, reliability, etc...

7.25.4. Quality meeting.

Quality meetings may be organized in order to examine matters raised by the Operator's quality surveillance and to agree upon necessary corrective actions.

7.25.5. Reliability meeting.

When a Reliability Programme exists, the contract should specify the Operator's and the licensed AMO's respective involvement in that programme, including the participation to reliability meetings.

8. Engine maintenance.

This paragraph deals with engine shop maintenance. "On wing" engine maintenance should be covered by para 7 above.

8.1. Scope of work.

8.1.1. The type of engine subject to the maintenance contract must be specified.

8.1.2. The type of maintenance to be performed by the licensed AMO should be specified unambiguously.

8.2. Location identified for the performance of maintenance/ Certificates held.

The place(s) where base and line maintenance will be performed should be specified. The certificate held by the maintenance organisation at the place(s) where the maintenance will be performed has to be referred to in the contract.

8.3. Subcontracting.

The maintenance contract should specify under which conditions the licensed AMO may subcontract tasks to a third party (whether this third party is NCAA approved or not). The contract should make reference to regulations as appropriate. In addition, the Operator may require the licensed AMO to request the Operator's approval before subcontracting to a third party. Access should be given to the Operator to any information (especially the quality monitoring information) about the licensed AMO's subcontractors involved in the contract. It should however be noted that under operators' responsibility both the operator and the operator's regulatory authority are entitled to be fully informed about subcontracting, although the operator's regulatory authority will normally only be concerned with aircraft, engine and APU subcontracting.

8.4. Maintenance Programme (Maintenance Schedule).

The maintenance programme under which the maintenance has to be performed has to be specified. The Operator must have that Maintenance Programme (Maintenance Schedule) approved by NCAA. When the maintenance programme is used by several Operators, it is important to remember that it is the responsibility of each operator to have that maintenance programme (schedule) approved under its own name by NCAA.

8.5. Quality monitoring.

The terms of the contract should include a provision allowing the Operator to perform a quality surveillance (including audits) upon the licensed AMO. When the licensed AMO is performing functions such as Airworthiness Directive incorporation planning and follow-up, planning of maintenance tasks, etc..., such functions must be under the control of the

Operator's Quality System. The maintenance contract should specify how the result of the Quality surveillance is taken into account by the licensed AMO. (See also para.8.25. "Meetings").The maintenance contract should also specify that the quality monitoring function of the contracted licensed AMO should be extended to cover specific maintenance functions the organisation performs.

8.6. NCAA involvement.

When the Operator's and the licensed AMO's regulatory authorities are not the same, the Operator and the licensed AMO have to ensure together with their regulatory authorities that the respective regulatory authority's responsibilities are properly defined and that, if necessary, delegations have been established. That may apply to the use of approved data according to national regulations pending full implementation of Namibia Civil Aviation Regulations.

8.7. Airworthiness data.

The airworthiness data used for the purpose of this contract as well as the authority responsible for their acceptance/approval (normally the regulatory authority of the AOC Holder) must be specified. This may include, but may not be limited to:

- a) Maintenance Programme (Maintenance Schedule);
- b) AD's;
- c) major repairs/modification data;
- d) Engine overhaul manual;

8.8. Incoming Conditions.

The contract should specify in which condition the Operator should send the engine to the licensed AMO. For instance it is important to specify the configuration of the engine, e.g. including the list of the components that remain fitted to the engine before sending it to the licensed AMO. It may also be valuable that a Work scope Planning meeting be organized so that the tasks to be performed may be commonly agreed (see also para 8.25: "Meetings").

8.9. AD's.

8.9.1.It is very important that the contract specify which country's Airworthiness Directive have to be applied (normally: those approved by the country of registration of the aircraft on which the engines are to be fitted) and who supplies the Airworthiness Directive. The Operator may however agree to apply instruction more restrictive than those AD's. This may be the case for instance for engines that may be fitted on aircraft from different states of registry.

The application of an AD may be divided into the following phases:

- a) applicability;
- b) mean of compliance;
- c) planning;
- d) incorporation;
- e) follow-up.

It is not requested that the Operator, in order to exercise its maintenance responsibility, performs itself the items a,b,c & e; however, those items shall remain under its responsibility.

8.9.2. When the licensed AMO only performs the incorporation of the AD (item 4 above), the contract should specify what information the Operator is responsible to provide to the licensed AMO, such as the due date of the AD, the selected means of compliance, etc...In addition the type of information the Operator will need in return to complete the control should be specified.

8.9.3. When the licensed AMO also performs actions among items a,b,c & e above:

- a) the contract should specify what information the licensed AMO needs in order to initiate those actions and what is the decision process when various options are selected (e.g. date and mean of compliance).
- b) the maintenance contract should allow the Operator to have access to all the necessary information from the licensed AMO so that the Operator may exercise its airworthiness responsibility. The information provided by the licensed AMO should allow the Operator to control the performance of items 1 to 5 (as applicable) by the licensed AMO and, when necessary, to override a decision of the licensed AMO if it appears necessary to the continuous airworthiness of the engine.

8.10. SB's/Modifications.

8.10.1. Generally, the decision to embody SB's or modifications belongs to the Operator. However, the Operator may delegate that decision provided that the conditions of delegation are clearly established (e.g.: the modification does not affect the interchangeability and the reliability [which should be demonstrated], the modification does not affect the maintenance or operational procedures, etc.).

8.10.2. Such a delegation may be useful in the case of an licensed AMO that maintains to a common standard a fleet of engines that belong to different Operators.

8.10.3. The Operator will have to demonstrate that it has a thorough control of that procedure.

8.10.4. The contract should specify, where applicable, who is updating the SB and modification status and what type of information has to be exchanged for that purpose (see also para 8.24: "Exchange of information").

8.11. Hours & Cycles control.

Hours and Cycles control is the responsibility of the operator, but there may be cases where the licensed AMO performs that control, especially when it carries out planning functions. In the latter case, the licensed AMO must be in receipt of the current flight hours and cycles on a regular basis so that it may update the control (see also para 8.24: "Exchange of information").

8.12. Component control/removal forecast.

According to the contract, maintenance tasks may include component removal/installation planning and performance. The contract should then specify who performs the component control and what type of information has to be exchanged for that purpose (see also para 8.24 "Exchange of information").

8.13. Life Limited Parts.

Life Limited Parts (LLP) control is the responsibility of the Operator.

8.13.1. When the Life Limited Parts control is performed by the Operator, the licensed AMO will have to provide the Operator with all the necessary information about the LLP removal/installation so that the Operator may update its control (see also para 8.24 "Exchange of information").

8.13.2. It may also be agreed between the Operator and the approved AMO that the Life Limited Parts control is carried out by the licensed AMO. This will have to be specified in the contract. The licensed AMO will need to be in receipt of current hours/cycles of the aircraft, as well as any other information necessary to perform the control. The Operator should be in receipt of the Life Limited Parts status in order to exercise his airworthiness responsibility (see also para 8.24 "Exchange of information"). The contract may contain additional requirement about the origin of parts (see also para 8.14 "Supply of parts").

8.14. Supply of parts.

The contract should specify whether a particular type of material or component comes from the Operator's or the licensed AMO's store, which type of component is pooled, etc...Attention should be paid on the fact that it is the AMO's competence and responsibility to be in any case satisfied that the component in question meets the approved data/standard and to insure that the aircraft component is in a satisfactory condition for fitment. In other words, there is definitely no way for a licensed AMO to accept whatever it receives from the operator.

8.15. Scheduled maintenance.

The maintenance contract shall specify who plans shop visits in accordance with the approved Maintenance Programme.

8.15.1. When the Operator is planning the shop visit, the support documentation to be given to the approved AMO should be specified. This may include, but may not be limited to:

- a) applicable work package, including job cards;
- b) scheduled component removal list;
- c) modifications to be implemented;
- d) etc...

When the licensed AMO determines, for any reason, to defer a maintenance task, it has to be formally agreed by the Operator. If the deferment goes beyond an approved limit, refer to para 8.19: "Deviation from the Maintenance Schedule". That should be addressed, where applicable, in the maintenance contract.

8.15.2. When the licensed AMO is planning the shop visits, it should be in receipt from the Operator of all relevant information that will allow the performance of its planning function. When the licensed AMO defers a maintenance task, that information should be brought to the attention of the Operator. If the deferment goes beyond an approved limit, refer to para 8.19: "Deviation from the Maintenance Schedule". This should be addressed, where applicable, in the maintenance contract.

8.16. On wing engine condition monitoring.

If the Operator contracts the engine condition monitoring to an approved AMO, the licensed AMO should be in receipt of all the relevant information to perform these tasks, including any parameter reading deemed necessary to be supplied by the Operator for this control.

The contract should also specify what kind of feed-back information (such as engine

limitation, appropriate technical advice, etc...) the licensed AMO has to provide to the Operator (see also para 8.24 "Exchange of information").

- 8.17.        **Unscheduled maintenance/Defect rectification.**  
The contract should specify to which level the licensed AMO may rectify a defect without reference to the operator. As a minimum the approval and incorporation of major repairs should be addressed. The deferment of any defect rectification shall be submitted to the Operator and, if applicable, to its regulatory authority.
- 8.18.        **Differed tasks.**  
See paragraphs 8.16 and 8.17 above.
- 8.19.        **Deviation from the Maintenance Schedule.**  
Deviations have to be requested by the Operator to its regulatory authority or granted by the Operator in accordance with a procedure acceptable to its regulatory authority. The contract should specify which support the licensed AMO may provide to the Operator in order to substantiate the deviation request.
- 8.20.        **Test bench.**  
The contract should specify the acceptability criterion and whether a representative of the Operator should witness an engine undergoing test.
- 8.21.        **Release to service documentation.**  
The contract should specify the documentation the licensed AMO should provide to the Operator upon delivery of the aircraft/engine. This may include but may not be limited to:
- a) certificate of safety for flight-mandatory-,
  - b) test bench report,
  - c) list of modifications embodied,
  - d) list of repairs,
  - e) list of AD's performed,
  - f) Etc...
- 8.22.        **Maintenance recording.**  
The Operator may contract the licensed AMO to retain some of the maintenance records required by Civil Aviation Regulations. It should be insured that every requirement of regulations is fulfilled by either the Operator or the licensed AMO. In such a case, free and quick access to the above mentioned records should be given by the licensed AMO to the Operator and its regulatory authority (in case of two different regulatory authorities involved, see para 8.6 " NCAA involvement").
- 8.23.        **Reliability report.**  
Where necessary, responsibility for the production of data for the Reliability Report should be defined into the contract.
- 8.24.        **Exchange of information.**  
Each time exchange of information between the Operator and the licensed AMO is necessary, the contract should specify what information should be provided and when (i.e. on what occasion or at what frequency), how, by whom and to whom it has to be transmitted.

8.25. Meetings.

In order that the NCAA may be satisfied that a good communication system exists between the Operator and the licensed AMO, the terms of the maintenance contract should include the provision for a certain number of meetings to be held between both parties.

8.25.1. Contract review.

Before the contract is applicable, it is very important that the technical personnel of both parties that are involved in the application of the contract meet in order to be sure that every point leads to a common understanding of the duties of both parties.

8.25.2. Workscope Planning meeting.

Workscope Planning meetings may be organized so that the tasks to be performed may be commonly agreed.

8.25.3. Technical meeting

Scheduled meetings may be organised in order to review on a regular basis technical matters such as AD's, SB's, future modifications, major defects found during shop visit, reliability, etc...

8.25.4. Quality meeting

Quality meetings may be organized in order to examine matters raised by the Operator's quality surveillance and to agree upon necessary corrective actions.

8.25.5. Reliability meeting.

When a Reliability Programme exists, the contract should specify the Operator's and licensed AMO's respective involvement in that programme, including the participation to reliability meetings.

9. Aircraft line maintenance (For large aircraft).

This paragraph applies to maintenance contract that includes line maintenance but excludes base maintenance activities.

9.1. Scope of work.

9.1.1. The type of aircraft subject to the maintenance contract must be specified. It shall include the aircraft's registration numbers.

9.1.2. The extent of maintenance to be performed by the licensed AMO should be specified unambiguously.

9.2. Location identified for the performance of maintenance/ Certificates held.

The place(s) where line maintenance will be performed should be specified. The certificate held by the maintenance organisation at the place(s) where the maintenance will be performed has to be referred to in the contract.

9.3. Subcontracting.

The maintenance contract should specify under which conditions the licensed AMO may subcontract tasks to a third party (whether this third party is NCAA approved or not). The contract may make reference to Civil Aviation Regulations. In addition, the Operator may require the licensed AMO to request the Operator's approval before subcontracting to a third party. Access should be given to the Operator to any information (especially the quality monitoring information) about the licensed AMO's subcontractors involved in the contract. It should however be noted that under operators responsibility both the operator and the operator's regulatory authority are entitled to be fully informed about subcontracting,

although the operator's regulatory authority will normally only be concerned with aircraft, engine and APU subcontracting.

9.4. Quality monitoring.

The fact that the Operator's contractor is appropriately approved/accepted in accordance with Civil Aviation Regulations, does not preclude the Operator from performing a quality surveillance (including audits) upon the licensed AMO.

9.5. Airworthiness data.

The airworthiness data used for the purpose of this contract as well as the authority responsible for the acceptance/approval, (normally the authority of registration of the aircraft) must be specified. This may include, but may not be limited to:

- a) aircraft Maintenance Manual;
- b) aircraft IPC;
- c) Wiring diagrams;
- d) Trouble shooting manual;
- e) Minimum Equipment List (normally on board the aircraft);
- f) Operations Manual;
- g) Flight Manual.

9.6. Supply of parts.

9.6.1. The contract should specify whether a particular type of material or component is supplied by the Operator or the licensed AMO. Attention should be paid on the fact that it is the AMO's competence and responsibility to be in any case satisfied that the component in question meets the approved data/standard and to ensure that the aircraft component is in a satisfactory condition for fitment. In other words, there is definitely no way for an AMO to accept whatever he receives from the operator.

9.6.2. Storage conditions should also be addressed.

9.7. Pooled parts.

Pooling of parts should be specified in unambiguous terms, and in accordance with the regulations.

9.8. Unscheduled maintenance/Defect rectification.

The contract should specify to which level the licensed AMO may rectify a defect without reference to the operator, and what action should be taken in case the defect rectification may not be performed by the licensed AMO.

9.9. Deferred tasks.

The use of the Operator's MEL and the relation with the Operator in case of a defect that cannot be rectified at the line station, should be addressed.

9.10. Release to service.

The release to service has to be performed by the licensed AMO in accordance with its MOE procedures. The contract should however specify which support forms have to be used (Operator's technical log etc.).

9.11. Exchange of information.

Each time exchange of information between the Operator and the licensed AMO is necessary, the contract should specify what information should be provided and when, how, by whom and to whom it has to be transmitted.

9.12 Meetings.  
Before the contract is applicable, it may be beneficial that the technical personnel of both parties that are involved in the application of the contract meet in order to be sure that every point lead to a common understanding of both parties' duties.