

MAINTENANCE CONTRACT-PART M COMPLIANCE LIST

THIS LIST MUST BE COMPLETED AND ENCLOSED WITH APPLICATION

	Decision No 2003/19/RM Appendix XI to AMC to M.A.708(c)	Contract reference	CAAK REMARKS CAAK USE ONLY
1.	<p>Maintenance contracts</p> <p>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 Part-145 approved organisation. As only the technical parts of the maintenance contracts have to be acceptable to the competent authority, the following paragraphs only address technical matters and exclude matters such as costs, delay, warranty, etc...</p> <p>When maintenance is contracted to more than one Part-145 approved organisation (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.</p> <p>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 should be established organisational responsibility, procedures and routines in the operator's M.A. Subpart G & Part-145 organisations to take care of these functions in a satisfactory way such that any person involved is informed about his/her responsibility and the procedures which apply. These procedures and routines can be included/append to the operator's CAME and maintenance organisation's MOE or consist in separate procedures. In other words procedures and routines should reflect the conditions of the contract.</p>		
2.	<p>Aircraft/Engine maintenance</p> <p>The following subparagraphs may be adapted to a maintenance contract that applies to aircraft base maintenance, aircraft line maintenance and engine maintenance.</p> <p>Aircraft maintenance also includes the maintenance of the engines and APU while they are installed on the aircraft.</p>		
2.1.	<p>Scope of work</p> <p>The type of maintenance to be performed by the Part-145 approved organisation should be specified unambiguously. In case of line and/or base maintenance, the contract should specify the aircraft type and, preferably include the aircraft's registrations.</p> <p>In case of engine maintenance, the contract should specify the engine type.</p>		
2.2.	<p>Locations identified for the performance of maintenance/ Certificates held</p> <p>The place(s) where base, line or engine maintenance, as applicable, will be performed should be specified. The certificate held by the maintenance organisation 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.</p>		

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2.3.	<p>Subcontracting</p> <p>The maintenance contract should specify under which conditions the Part-145 approved organisation may subcontract tasks to a third party (whether this third party is Part-145 approved or not). At least the contract should make reference to 145.A.75. Additional guidance is provided by the AMC 145.A.75. In addition the operator may require the Part-145 approved organisation to obtain 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 Part-145 approved organisation's subcontractors involved in the contract. It should however be noted that under operators responsibility both the operator and its competent authority are entitled to be fully informed about subcontracting, although the competent authority will normally only be concerned with aircraft, engine and APU subcontracting.</p>		
2.4.	<p>Maintenance programme</p> <p>The maintenance programme under which the maintenance has to be performed has to be specified. The operator should have that maintenance programme approved by its competent authority. 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 its competent authority.</p>		
2.5.	<p>Quality monitoring</p> <p>The terms of the contract should include a provision allowing the operator to perform a quality surveillance (including audits) upon the Part-145 approved organisation. The maintenance contract should specify how the results of the quality surveillance are taken into account by the Part-145 approved organisation (See also paragraph 2.22. 'Meetings').</p>		
2.6.	<p>Competent authority involvement</p> <p>When the operator's competent authority and the Part-145 approved organisation's competent authority is not the same, the operator and the Part-145 approved organisation have to ensure together with their competent authority that the respective competent authority's responsibilities are properly defined and that, if necessary, delegations have been established.</p>		
2.7.	<p>Airworthiness data</p> <p>The airworthiness data used for the purpose of this contract as well as the authority responsible for the acceptance/approval should be specified. This may include, but may not be limited to:</p> <ul style="list-style-type: none"> - maintenance programme, - airworthiness directives, - major repairs/modification data, - aircraft maintenance manual, - aircraft IPC, - wiring diagrams, - trouble shooting manual, - Minimum Equipment List (normally on board the aircraft), - operators manual, - Flight Manual, - engine maintenance manual, - engine overhaul manual. 		
2.8.	<p>Incoming Conditions</p> <p>The contract should specify in which condition the operator should send the aircraft to the Part-145 approved organisation. For checks of significance i.e. 'C' checks and above, it may be beneficial that a work scope planning meeting be organised so that the tasks to be performed may be commonly agreed (see also paragraph 2.23: 'Meetings').</p>		

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2.9.	Airworthiness Directives and Service Bulletin/Modifications The contract should specify what information the operator is responsible to provide to the Part-145 approved organisation, such as the due date of the airworthiness directives (ADs), the selected means of compliance, the decision to embody Service Bulletins (SBs) or modification, etc. In addition the type of information the operator will need in return to complete the control of ADs and modification status should be specified.		
2.10.	Hours & Cycles control. Hours and cycles control is the responsibility of the operator, but there may be cases where the Part-145 approved organisation should receive the current flight hours and cycles on a regular basis so that it may update the records for its own planning functions (see also paragraph 2.22: 'Exchange of information').		
2.11.	Service life-limited components Service life-limited components control is the responsibility of the operator. The Part-145 approved organisation will have to provide the operator with all the necessary information about the service life-limited components removal/installation so that the operator may update its records (see also paragraph 2.22 'Exchange of information').		
2.12	Supply of parts. The contract should specify whether a particular type of material or component is supplied by the operator or by the contracted Part-145 approved organisation, which type of component is pooled, etc. The contract should clearly state that it is the Part-145 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 installation. In other words, there is definitely no way for a Part-145 organisation to accept whatever is supplied by the operator. Additional guidance is provided by 145.A.42 for acceptance of components.		
2.13.	Pooled parts at line stations. If applicable the contract should specify how the subject of pooled parts at line stations should be addressed.		
2.14.	Scheduled maintenance For planning scheduled maintenance checks, the support documentation to be given to the Part-145 approved organisation should be specified. This may include, but may not be limited to: - applicable work package, including job cards; - scheduled component removal list; - modifications to be incorporated. When the Part-145 approved organisation determines, for any reason, to defer a maintenance task, it has to be formally agreed with the operator. If the deferment goes beyond an approved limit, refer to paragraph 2.17: 'Deviation from the maintenance schedule'. This should be addressed, where applicable, in the maintenance contract.		
2.15.	Unscheduled maintenance/Defect rectification. The contract should specify to which level the Part-145 approved organisation 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 should be submitted to the operator and, if applicable, to its competent authority.		
2.16.	Deferred tasks. See paragraphs 2.14 and 2.15 above and AMC 145.A.50 (e). In addition, for aircraft line and base maintenance 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.		

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2.17.	<p>Deviation from the maintenance schedule. Deviations have to be requested by the operator to its competent authority or granted by the operator in accordance with a procedure acceptable to its competent authority. The contract should specify the support the Part-145 approved organisation may provide to the operator in order to substantiate the deviation request.</p>		
2.18.	<p>Test flight. If any test flight is required after aircraft maintenance, it should be performed in accordance with the procedures established in the operator's Continuing airworthiness management exposition.</p>		
2.19	<p>Bench Test The contract should specify the acceptability criterion and whether a representative of the operator should witness an engine undergoing test.</p>		
2.20.	<p>Release to service documentation. The release to service has to be performed by the Part-145 approved organisation in accordance with its MOE procedures. The contract should, however, specify which support forms have to be used (Operator's technical log, Part-145 approved organisation's maintenance visit file, etc.) and the documentation the Part-145 approved organisation should provide to the operator upon delivery of the aircraft. This may include, but may not be limited to:</p> <ul style="list-style-type: none"> - Certificate of release to service — mandatory, - flight test report, - list of modifications embodied, - list of repairs, - list of ADs incorporated, - maintenance visit report, - test bench report. 		
2.21.	<p>Maintenance recording. The operator may contract the Part-145 approved organisation to retain some of the maintenance records required by Part-M Subpart C. It should be ensured that every requirement of Part-M Subpart C is fulfilled by either the operator or the Part-145 approved organisation. In such a case, free and quick access to the above-mentioned records should be given by the Part-145 approved organisation to the operator and its competent authority (in case of two different competent authorities involved, see paragraph 2.6 'competent authority involvement').</p>		
2.22.	<p>Exchange of information. Each time exchange of information between the operator and the Part-145 approved organisation 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.</p>		
2.23.	<p>Meetings. For the competent authority to be satisfied that a good communication system exists between the operator and the Part-145 approved organisation, the terms of the maintenance contract should include the provision for a certain number of meetings to be held between both parties.</p>		
2.23.1.	<p>Contract review. Before the contract is applicable, it is very important for the technical personnel of both parties that are involved in the application of the contract to meet in order to be sure that every point leads to a common understanding of the duties of both parties.</p>		
2.23.2.	<p>Workscope planning meeting. Work scope planning meetings may be organised so that the tasks to be performed may be commonly agreed.</p>		

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2.23.3.	Technical meeting. Scheduled meetings may be organised in order to review on a regular basis technical matters such as ADs, SBs, future modifications, major defects found during maintenance check, reliability, etc.		
2.23.4.	Quality meeting. Quality meetings may be organised in order to examine matters raised by the operator's quality surveillance and to agree upon necessary corrective actions.		
2.23.5.	Reliability meeting. When a reliability programme exists, the contract should specify the operator's and Part-145 approved organisation's respective involvement in that programme, including the participation in reliability meetings.		

Organisation / Operator's name:	Name/Signature:	Date:
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