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# **The Civil Aviation Authority of Thailand**

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## **ADVISORY CIRCULAR**

### **MAINTENANCE AGREEMENTS**

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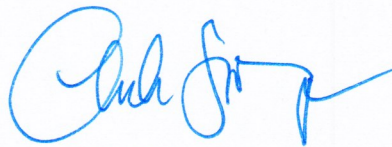
## ISSUE APPROVAL

This Advisory Circular provides information and guidance to air operator and maintenance organization Organisations in the process of developing maintenance contract agreements to be acceptable to the Authority.

This is published to assist air operators in the maintenance section and the Civil Aviation Authority of Thailand (CAAT) personnel delegated with the responsibility of certifying Air Operators to comply with all provisions in this Advisory Circular during the certification process.

In addition, this Advisory Circular information in respect of certification is eligible to conduct by Air Operators to reach the CAAT requirement.

Amendments to this Information and Guidance book will be notified through <http://www.caat.or.th/>



(Chula Sukmanop)

Acting Director General

The Civil Aviation Authority of Thailand

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	Maintenance Agreements	
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## Maintenance Agreements

### 1 Introduction

This Advisory Circular provides information and guidance to Air operators and Maintenance Organisations in the process of developing maintenance contract agreements.

**2 Applicability.** This AC applies to all Thailand AOC holders

**3 Cancellation.** This is the first AC issued on this subject.

**4 Effective date.** This AC is effective from 20 September 2016.

### 5 References

ICAO Annex 8.

ICAO Doc 9760.

AOCR, Chapter 8 Continuing Airworthiness and Appendix G.

CAAT Part 145: Approved Maintenance Organisations.

### 6 Background & Policies

#### 6.1. Background

In accordance with CAAT AOCR, Air Operators are required to manage the airworthiness of their aircraft. The operator does not need to hold a Maintenance Organisation Approval in accordance with CAAT, Part 145 and may contract this activity to another organisation holding that approval.

(a) In the case of commercial air transport, when the operator is not also appropriately approved as a maintenance organisation, the operator shall establish a written maintenance agreement between the operator and Approved Maintenance Organisation or another operators AMO, detailing the functions of AMO, ensuring that all maintenance is ultimately carried out by an AMO and defining the support of the quality functions. The aircraft base, scheduled line maintenance and engine maintenance agreements, together with all amendments, shall be approved by the CAAT. However, in the case of:

- (1) An aircraft requiring unscheduled line maintenance, the contract may be in the form of individual work orders addressed to the AMO.
- (2) Component maintenance, including engine maintenance, the agreement may be in the form of individual work orders addressed to the AMO.

#### 6.2. Responsibilities

- (a) The operator retains primary airworthiness responsibility regardless of the terms of any contractual arrangement. It is the operator's responsibility to verify the suitability of the arrangement.
- (b) A contracted AMO must have the capabilities and facilities to perform the contracted work.

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## 7 Guidance and Procedures

### 7.1. General Information

- 7.1.1 It is required that an operator shall have approved maintenance programmes relevant to all types of aircraft in the fleet defining the inspection, maintenance, preventative maintenance and modifications requirements to be performed by him, or contracted to other approved persons that require such work be performed in accordance with the operators General Maintenance Manual (GMM).
- 7.1.2 Any organisation or person with whom the air operator or AMO has made an arrangement or contract for the performance of any maintenance, preventative maintenance or modifications involving an aircraft and associated aeronautical products is considered a contracted maintenance provider.
- 7.1.3 The use of contracted maintenance providers to complete aircraft maintenance is fundamental to an air operator's maintenance programmes as it would have been with his own internal maintenance facilities.
- 7.1.4 When an air operator uses a maintenance provider to perform all or part of the maintenance on his aircraft or associated aeronautical products, that maintenance provider's organisation becomes in effect the air operator's maintenance organisation.
- 7.1.5 All parts and/or components used by an air operator on his aircraft must be maintained under the air operator's maintenance programme. Leases, exchanges, or other arrangements that do not allow the air operator to be in control of the maintenance of the leased/exchanged part/component while on maintenance are contrary to the regulations.
- Traceability of components and parts information may be included in the agreement. This could include everything from new parts to the scrapping and/or returning of parts to the air operator. It could also require parts exchanged being in the same configuration.
- 7.1.6 CAAT Part 145 requires that the organisation or person makes sure it has capabilities and facilities to perform the intended work.
- 7.1.7 The operator may adopt the publications of a contracted organisation or person in part or in total as methods, techniques, and standards. In this case, the GMM or RSM must describe the applicability and authority of the affected publication.
- 7.1.8 As part of the continuous analysis and surveillance programme, it is required that the operator develops a schedule for accomplishing continuing audits or inspections that are designed to determine the maintenance provider's level of compliance with the air operator's GMM and maintenance programmes.
- 7.1.9 ICAO Doc 9760 states that any organisation contracting any aircraft or aircraft equipment maintenance work should have a written agreement with whomever it has contracted the maintenance to. This helps to ensure and to evaluate that the air operator's requirements and responsibilities are addressed.
- 7.1.10 The development of an effective maintenance agreement therefore, requires clear understanding of this document, the applicable maintenance agreement regulatory requirements, the relevant maintenance programme and the approved maintenance procedures in the GMM or RSM.
- 7.1.11 ICAO Annex 6 and Doc 9760 emphasise that whatever maintenance arrangement that is in place, the air operator remains primarily responsible for the continued airworthiness of the aircraft, including airframes, engines, propellers, appliances, and parts thereof.

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#### 7.1.12 AMO Subcontract activity

When the contracted AMO subcontracts tasks to other unapproved organisations the AMO is responsible for the subcontracted activity. Hence normally it is not required for the operator to audit organisations that an AMO subcontracts with, however it is necessary for the operator to be aware of them and have knowledge and record of their approval and competency status to perform the contracted function(s).

#### 7.2. Maintenance Contract Requirements

7.2.1 An effective maintenance contract agreement should include clauses that address the following:

- (a) The air operator's responsibility for the airworthiness of the aircraft and performance of all elements of the continuous airworthiness maintenance programme.
- (b) A statement that the maintenance provider shall allow the operator/contractor to audit the facilities, equipment, personnel, and records pertaining to the services provided to the air operator at any reasonable time.
- (c) CAAT shall have unlimited access to the contracted facility for inspection.
- (d) A statement that the AMO shall follow the air operator's maintenance programme requirements.
- (e) The maintenance provider declaration to comply with all applicable laws and regulations.
- (f) A statement confirming the adequacy of staffing levels and sufficiency of the facilities and equipment to support a varied fleet mix; and adequacy of record keeping and exchange of information with the operator/contractor.
- (g) That the operator/contractor shall provide all information (including manuals) covering the administration necessary to ensure compliance with the maintenance programme. And that the operator is responsible to verify any information provided by the maintenance provider before application.
- (h) That the contracted organisation shall maintain and make available when required a current listing of persons who have been trained, qualified, and authorised to conduct required maintenance. The persons must be identified by name, occupational title, and the inspection that they are authorised to perform.
- (i) That the operator shall be responsible for record keeping, however, if the operator delegates this responsibility to the maintenance provider, the contract should clearly explain this arrangement.

#### 4.3 Components

For component maintenance, including engine maintenance, the agreement may be in the form of individual work orders addressed to the Part-145 maintenance organisation.

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## 7.3. Summary

7.3.1 An effective maintenance contract must capture the following information;

- (a) The names of contracting operators
- (b) Contract identification and date
- (c) Place where maintenance will be performed
- (d) Reference documents approved for the control of maintenance
- (e) A clause referring to termination or alteration of the agreement

Guidance on the maintenance agreements is given in Appendix A to this document.

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## Appendix A

### **Contracted Maintenance of the Operator**

#### **1 Maintenance Agreements**

- 1.1. The following paragraphs are not intended to provide a standard maintenance agreement but to provide a list of the main points that should be addressed, when applicable, in a maintenance agreement between an operator and an approved maintenance organisation. As only the technical parts of the maintenance agreements have to be acceptable to the CAAT, the following paragraphs only address technical matters and exclude matters such as costs, delay, warranty, etc.
- 1.2. When maintenance is contracted to more than one approved maintenance 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 agreements.
- 1.3. A maintenance agreement 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 Operator's organisation to take care of these functions in a satisfactory manner 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 GMM and maintenance organisation procedures manual or consist in separate procedures. In other words procedures and routines should reflect the conditions of the agreement.

#### **2 Aircraft Maintenance**

This paragraph applies to a maintenance agreement that includes base maintenance and, possibly, line maintenance. Paragraph 4 of this appendix addresses the issue of maintenance agreements restricted to only line maintenance. Aircraft maintenance also includes the maintenance of the engines and APU while they are installed on the aircraft.

##### **2.1. Scope of work**

The type of aircraft and engines subject to the maintenance agreement must be specified. It should preferably include the aircraft's registration numbers. The type of maintenance to be performed by the approved maintenance organisation should be specified unambiguously.

##### **2.2. Locations 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 should be referred to in the agreement. If necessary the agreement 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.

##### **2.3. Subcontracting**

The maintenance agreement should specify under which conditions the approved maintenance organisation may subcontract tasks to a third party (whether this third party is approved maintenance organisation or not).

In addition the Operator may require the approved maintenance organisation to request the operator's approval before subcontracting to a third party. Access should be given to the operator

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to any information (especially the quality monitoring information) about the approved maintenance organisation's subcontractors involved in the agreement. It should however be noted that under operators responsibility both the operator and the operator's competent authority are entitled to be fully informed about subcontracting, although the operator's competent authority will normally only be concerned with aircraft, engine and APU subcontracting.

#### 2.4. Maintenance Programme

The maintenance programme(s) under which the maintenance has to be performed has to be specified. The operator must have that maintenance Programme approved by its competent authority (usually CAAT). 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.

#### 2.5. Quality Monitoring

The terms of the agreement should include a provision allowing the operator to perform a quality surveillance (including audits) upon the approved maintenance organisation. The maintenance agreement should specify how the results of the Quality surveillance are taken into account by the approved maintenance organisation (see also paragraph 2.22. "*Meetings*").

#### 2.6. Competent Authority Involvement

When the operator's and the approved maintenance organisation's competent authority are not the same, the operator and the approved maintenance 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.

#### 2.7. Airworthiness Data

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

- (a) Maintenance Programme,
- (b) ADs,
- (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

#### 2.8. Incoming Conditions

The agreement should specify in which condition the Operators must send the aircraft to the approved maintenance 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 2.22: "*Meetings*").



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#### 2.9. Airworthiness Directives and Service Bulletin/Modifications

The agreement should specify what information the operator is responsible to provide to the approved maintenance organisation, such as:

- (a) the due date of the AD,
- (b) the selected means of compliance,
- (c) the decision to embody Service Bulletins (SB's) 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 and Cycles Control

Hours and cycles control is the responsibility of the operators, but there may be cases where the approved maintenance organisation must be in receipt of 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 2.21: "*Exchange of information*").

#### 2.11. Life Limited Parts

Life Limited Parts control is the responsibility of the operator. The approved maintenance organisation 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 paragraph 2.21 "*Exchange of information*").

#### 2.12. Supply of Parts

The agreement should specify whether a particular type of material or component comes from the operator's or the approved maintenance organisation's store, which type of component is pooled, etc. Attention should be paid on the fact that it is the approved maintenance organisations competence and responsibility to be 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.

#### 2.13. Pooled Parts at Line Stations

The agreement 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 approved maintenance organisation 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; etc.

When the approved maintenance organisation 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 paragraph 2.17: "*Deviation from the maintenance Schedule*". This should be addressed, where applicable, in the maintenance agreement.

#### 2.15. Unscheduled maintenance/Defect rectification

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The agreement should specify to which level the approved maintenance 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 shall be submitted to the operator and, if applicable, to its competent authority.

2.16. Deferred tasks

See paragraphs 2.14 and 2.15 above .In addition, 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.

2.17. Deviation from the Maintenance Programme

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 agreement should specify the support the approved maintenance organisation may provide to the operator in order to substantiate the deviation request.

2.18. Test Flights

If any test flight is required, it shall be performed in accordance with the operator's GMM. A Permit to Fly in accordance with CAAT Requirements may be required.

2.19. Release to service documentation

The release to service has to be performed by the approved maintenance organisation in accordance with its RSM and procedures. The agreement should, however, specify which support forms have to be used (Operator's technical log, approved maintenance organisation's maintenance visit file, etc.) and the documentation the approved maintenance organisation should provide to the operator upon delivery of the aircraft.

This may include but may not be limited to:

- (a) Certificate of release to service *-mandatory*,
- (b) flight test report,
- (c) list of modifications embodied,
- (d) list of repairs,
- (e) list of AD's incorporated,
- (f) maintenance visit report, etc.

2.20. Maintenance Recording

The Operator may contract the approved maintenance organisation to retain some of the maintenance records. It should be ensured that every requirement is fulfilled by either the operator or the approved maintenance organisation. In such a case, free and quick access to the above mentioned records should be given by the approved maintenance organisation to the operator and its competent authority (in case of two different competent authority involved, see paragraph 2.6 "*competent authority involvement*").

2.21. Exchange of information

Each time exchange of information between the operator and the approved maintenance organisation is necessary, the agreement should specify what information should be provided and

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when (i.e. on what occasion or at what frequency), how, by whom and to whom it has to be transmitted.

#### 2.22. Meetings

In order that the competent authority may be satisfied that a good communication system exists between the Operator and the approved maintenance organisation, the terms of the maintenance agreement should include the provision for a certain number of meetings to be held between both parties.

##### 2.22.1 Contract Review

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

##### 2.22.2 Work scope planning meeting

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

##### 2.22.3 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.

##### 2.22.4 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.

##### 2.22.5 Reliability meeting

When a reliability programme exists, the agreement should specify the Operator's and Maintenance Organisation's respective involvement in that programme, including the participation in reliability meetings.

### 3 Engine Maintenance

This section deals with engine shop maintenance. "On wing" engine maintenance should be covered by section 2 above.

#### 3.1. Scope of work

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

The type of maintenance to be performed by the approved maintenance organisation should be specified unambiguously.

#### 3.2. 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 agreement.

#### 3.3. Subcontracting

The maintenance agreement should specify under which conditions the approved maintenance organisation may subcontract tasks to a third party (whether this third party is approved

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maintenance organisation or not). In addition the Operator may require the approved maintenance organisation 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 approved maintenance organisation's subcontractors involved in the agreement. It should however be noted that under operators responsibility both the operator and the operator's competent authority are entitled to be fully informed about subcontracting, although the operator's competent authority will normally only be concerned with aircraft, engine and APU subcontracting.

#### 3.4. Maintenance Programme

The maintenance programme under which the maintenance has to be performed has to be specified. The operator must 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.

#### 3.5. Quality monitoring.

The terms of the agreement should include a provision allowing the operator to perform a quality surveillance (including audits) upon the approved maintenance organisation. The maintenance agreement should specify how the results of the Quality surveillance are taken into account by the approved maintenance organisation (see also paragraph 3.21. "*Meetings*").

#### 3.6. Competent authority involvement

When the operator's and the approved maintenance organisation's competent authority are not the same, the operator and the approved maintenance 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.

#### 3.7. Airworthiness data

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

- (a) Maintenance Programme;
- (b) ADs;
- (c) major repairs/modification data;
- (d) Engine overhaul manual; other?

#### 3.8. Incoming Conditions

The agreement should specify in which condition the Operator's must send the aircraft to the approved maintenance organisation. 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 approved maintenance organisation. It may also be valuable that a work scope planning meeting be organised so that the tasks to be performed may be commonly agreed (see also paragraph 3.21: "*Meetings*").

#### 3.9. Airworthiness Directives and Service Bulletin/Modifications

The agreement should specify what information the operator is responsible to provide to the approved maintenance organisation, such as the due date of the AD, the selected means of compliance, the decision to embody Service Bulletins (SB's) or modification, etc. In addition the

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type of information the operator will need in return to complete the control of ADs and modification-status should be specified.

### 3.10. Hours and Cycles control

Hours and cycles control is the responsibility of the operator, but there may be cases where the approved maintenance organisation must be in receipt of 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 3.20: "*Exchange of information*").

### 3.11. Life Limited Parts

Life Limited Parts control is the responsibility of the Operator. The approved maintenance organisation 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 paragraph 3.20 "*Exchange of information*").

### 3.12. Supply of parts

The agreement should specify whether a particular type of material or component comes from the operator's or the approved maintenance organisation's store, which type of component is pooled, etc. Attention should be paid on the fact that it is the approved maintenance organisation 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 approved maintenance organisation to accept whatever he receives from the operator.

### 3.13. Scheduled maintenance

For planning scheduled maintenance checks, the support documentation to be given to the approved maintenance organisation 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; etc.

When the approved maintenance organisation 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 paragraph 3.16: "*Deviation from the maintenance Schedule*". This should be addressed, where applicable, in the maintenance agreement.

### 3.14. Unscheduled maintenance/Defect rectification

The agreement should specify to which level the approved maintenance 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 shall be submitted to the operator and, if applicable, to its competent authority.

### 3.15. Deferred tasks

See paragraphs 3.13 and 3.14 above.

### 3.16. Deviation from the Maintenance Programme

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 agreement

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should specify the support the approved maintenance organisation may provide to the operator in order to substantiate the deviation request.

### 3.17. Test bench

The agreement should specify the acceptability criterion and whether a representative of the operator should witness an engine undergoing test.

### 3.18. Release to service documentation

The agreement should specify the documentation the approved maintenance organisation should provide to the operator upon delivery of the aircraft/engine.

This may include but may not be limited to:

- (a) Certificate of Release to Service - *mandatory*,
- (b) test bench report,
- (c) list of modifications embodied,
- (d) list of repairs,
- (e) list of ADs performed,

### 3.19. Maintenance Recording

The Operator may contract the approved maintenance organisation to retain some of the maintenance records. It should be ensured that every requirement is fulfilled by either the operator or the approved maintenance organisation. In such a case, free and quick access to the above mentioned records should be given by the approved maintenance organisation to the operator and its competent authority (in case of two different competent authority involved, see paragraph 3.6 "*competent authority involvement*").

### 3.20. Exchange of information

Each time exchange of information between the Operator and the approved maintenance organisation is necessary, the agreement 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.

### 3.21. Meetings

In order that the competent authority may be satisfied that a good communication system exists between the Operator and the approved maintenance organisation, the terms of the maintenance agreement should include the provision for a certain number of meetings to be held between both parties.

#### 3.21.1 Contract review

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

#### 3.21.2 Work scope planning meeting

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

#### 3.21.3 Technical meeting

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

#### 3.21.4 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.

#### 3.21.5 Reliability meeting

When a reliability programme exists, the agreement should specify the Operator's and maintenance Organisation's respective involvement in that programme, including the participation to reliability meetings.

### 4 Aircraft line maintenance

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

#### 4.1. Scope of work

The type of aircraft subject to the maintenance agreement must be specified. It should include the aircraft's registration numbers. The extent of maintenance to be performed by the approved maintenance organisation should be specified unambiguously.

#### 4.2. 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 agreement.

#### 4.3. Subcontracting

The maintenance agreement should specify under which conditions the approved maintenance organisation may subcontract tasks to a third party (whether this third party is approved maintenance organisation or not). In addition the Operator may require the approved maintenance organisation 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 approved maintenance organisation's subcontractors involved in the agreement. It should however be noted that under operators responsibility both the operator and the operator's competent authority are entitled to be fully informed about subcontracting, although the operator's competent authority will normally only be concerned with aircraft, engine and APU subcontracting.

#### 4.4. Quality monitoring

The fact that the operator's contractor is an appropriately approved maintenance organisation, does not preclude the Operator from performing a quality surveillance (including audits) upon the approved maintenance organisation.

#### 4.5. Airworthiness data

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

- (a) aircraft Maintenance Manual;
- (b) aircraft IPC;

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

#### 4.6. Supply of Parts

The agreement should specify whether a particular type of material or component is supplied by the operator or the approved maintenance organisation. Attention should be paid on the fact that it is the approved maintenance organisation 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 approved maintenance organisation to accept whatever he receives from the operator. Storage conditions should also be addressed.

#### 4.7. Pooled parts

The agreement should specify how the subject of pooled parts at line stations should be addressed.

#### 4.8. Unscheduled maintenance/Defect rectification

The agreement should specify to which level the approved maintenance organisation 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 approved maintenance organisation.

#### 4.9. 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.

#### 4.10. Release to service

The release to service has to be performed by the approved maintenance organisation in accordance with its RSM procedures. The agreement should however specify which support forms have to be used (operator's technical log, etc...).

#### 4.11. Exchange of information

Each time exchange of information between the operator and approved maintenance organisation is necessary, the agreement should specify what information should be provided and when, how, by whom and to whom it has to be transmitted.

#### 4.12. Meetings

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

## 5 Components

For component maintenance, including engine maintenance, the agreement may be in the form of individual work orders addressed to the Part-145 maintenance organisation.