

LEAFLET No.15: JAR-OPS 1&3 SUBPART M CONTRACTED MAINTENANCE TO A JAR-145 APPROVED MAINTENANCE ORGANISATION

1. Note.

The material contained in the leaflet has been issued in accordance with Chapter 11 of Administrative & Guidance Material Section Two: Maintenance, Part Two: Procedures and is therefore authorised for the use by the JAA-NAAs on a voluntary basis until such time as the material has been subjected to the NPA process. The material will be subjected to the NPA process approximately two years after the first issue of this leaflet unless the material relates to an unadopted Requirement, in which case, it will await the formal consultation of the Requirement.

Note: Topics covering specific JAR-OPS maintenance functions, which were included in the 1996-Version of this Leaflet, are now covered by Leaflet No. 34 "*Operators with sub-contracted technical services subpart M support*".

2. Introduction.

Where an Operator is not appropriately approved/accepted in accordance with JAR 145, it has to establish a contract with a JAR 145 approved/accepted organisation for the accomplishment of maintenance. Where an Operator sub-contracts technical services (maintenance management), such activities remain the responsibility of the Operator, for which TGL 34 has been published. This contract has to be acceptable to the JAA-NAA because it is the JAA-NAA responsibility to be satisfied that all aspects of Maintenance Management are covered not only by the AOC Holder's Maintenance Management Exposition but also the maintenance arrangements made with JAR 145 approved/accepted Organisation. Accordingly, the contract must provide the Operator with the means of demonstrating compliance with its Maintenance Responsibilities. This leaflet is intended to provide some guidance on that issue.

3. References.

JAR-OPS 1&3.180, JAR-OPS 1&3.875, JAR-OPS 1&3.885, JAR-OPS 1&3.890, JAR-OPS 1&3.895, AMC-OPS 1.890, AMC-OPS 1.895.

JAR-OPS 1&3.875 states: "An operator shall not operate an aeroplane/helicopter unless it is maintained and released to service by an organisation appropriately approved/accepted in accordance with JAR 145 except that the preflight inspections need not necessarily be carried out by the JAR 145 approved/accepted organisation".

JAR-OPS 1&3.890 (a) states: "An operator shall ensure the airworthiness of the aeroplane/helicopter and the serviceability of both operational and emergency equipment [...]."

AMC-OPS 1&3.890 (a) 1 states: "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."

AMC-OPS 1&3.890 (a) 4 states: "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".

JAR-OPS 1&3.895 (a) states: "An operator must be appropriately approved in accordance with JAR 145 to carry out the requirements specified in JAR-OPS 1&3.890 (a)(2), (3), (5) and (6), except when the authority is satisfied that the maintenance can be contracted to an appropriate JAR 145 approved accepted organisation".

JAR-OPS 1&3.895 (b) states: "An operator must employ a person or group of persons acceptable to the Authority to ensure that all maintenance is carried out on time to an approved standard such that the maintenance responsibility requirements prescribed in JAR-OPS 1&3.890 are satisfied

JAR-OPS 1&3.895 (d) states: "When an operator is not appropriately approved in accordance with JAR 145, arrangements must be made with such an organisation to carry out the requirements specified in JAR-OPS 1&3.890 (a)(2), (3), (5) and (6). [...] the arrangement must be in the form of a written maintenance contract between the operator and the JAR 145 approved/accepted organisation [...]. Aeroplane base and scheduled line maintenance and engine maintenance contracts, together with all amendments, must be acceptable to the authority.

AMC-OPS 1&3.895 (d) states: "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 Authority) that could result in a situation where the work that has a bearing on the airworthiness or the serviceability of aeroplane/helicopter is not or not properly performed".

4. Maintenance responsibility

The AOC Holder (the Operator) is responsible for the maintenance performed by a JAR 145 approved/accepted Organisation. Accordingly, when it is stated, in this leaflet, that the JAR 145 approved/accepted organisation performs such function, activity or task, it shall be understood that the JAR-OPS operator remains responsible for being satisfied that such function, activity or task was carried out as required by the JAR-OPS operator.

"*Maintenance due*" includes both scheduled maintenance tasks ordered by the Operator, as well as unscheduled maintenance, including work arising from any maintenance activity.

Accordingly, the JAA-NAA 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:

- the JAR 145 approved/accepted Organisation has a comprehensive understanding of the maintenance tasks to perform;
- the Operator may be able to control that the JAR 145 approved/accepted Organisation actually performs the maintenance due on time and in accordance with approved standards;
- the interfaces between the two parties are clearly defined.

5. Applicability.

The submission of a maintenance contract for acceptance to the JAA-NAA is applicable to Operators that are "*not appropriately approved in accordance with JAR 145*".

"*Not appropriately approved*" means that the organisation:

- 1) is not JAR 145 approved/accepted or,
- 2) is JAR 145 approved/accepted but not for the product concerned.
- 3) is JAR 145 approved/accepted for the product concerned but not for the specific type of maintenance involved.

The submission of a maintenance contract for acceptance to the JAA-NAA is limited to regular maintenance of **complete aircraft with engines and APU, and complete engine (including APU's) which are removed from the aircraft.**

Regular maintenance includes both scheduled and unscheduled maintenance but exclude occasional maintenance contracted for reasons such as workload, hangar space, peaks etc...

6. Maintenance contracts

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 JAR 145 approved/accepted Organisation. As only the technical parts of the

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maintenance contracts have to be acceptable to the JAA-NAA, the following paragraphs only address technical matters and excludes matters such as costs, delay, warranty, etc...

When maintenance is contracted to more than one JAR 145 approved/accepted 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.

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 JAR-OPS & JAR-145 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/appended to the operator's MME and maintenance organisation's 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 include base maintenance and, possibly, line maintenance. Paragraph 9 of this leaflet addresses the issue of maintenance contracts restricted to only line maintenance. aircraft maintenance also include the maintenance of the engines and APU while they are installed on the aircraft.

7.1. Scope of work

The type of aircraft and engines subject to the maintenance contract must be specified. It should preferably include the aircraft's registration numbers.

The type of maintenance to be performed by the JAR 145 approved/accepted Organisation should be specified unambiguously.

7.2. 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 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 JAR 145 approved/accepted Organisation may subcontract tasks to a third party (whether this third party is JAR 145 approved/accepted or not). At least the contract should make reference to JAR 145.1 and 145.75. Additional guidance is provided by Appendix 6 of JAR 145. In addition the Operator may require the JAR 145 approved/accepted 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 JAR 145 approved/accepted Organisation's subcontractors involved in the contract. It should however be noted that under operators responsibility both the operator and the operator's NAA are entitled to be fully informed about subcontracting, although the operator's NAA will normally only be concerned with aircraft, engine and APU subcontracting.

7.4. 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 JAA-NAA. 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 JAA-NAA.

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 JAR 145 approved/accepted Organisation. The maintenance contract should specify how the results of the Quality surveillance is taken into account by the JAR 145 approved/accepted Organisation. (see also para.7.22. "meetings").

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- 7.6. JAA-NAA involvement
When the Operator's and the JAR 145 approved/accepted Organisation's JAA-NAA are not the same, the Operator and the JAR 145 approved/accepted Organisation have to ensure together with their JAA-NAA that the respective JAA-NAA'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 JAR 21.
- 7.7. Airworthiness data
The airworthiness data used for the purpose of this contract as well as the authority responsible for the acceptance/approval, (normally the JAA-NAA of the AOC Holder¹) must be specified. This may include, but may not be limited to:
- Maintenance Programme,
 - AD's,
 - major repairs/modification data,
 - aircraft Maintenance Manual,
 - aircraft IPC,
 - Wiring diagrams,
 - Trouble shooting manual,
 - Minimum Equipment List (normally on board the aircraft),
 - Operations Manual
 - Flight Manual
- 7.8. Incoming Conditions
The contract should specify in which condition the Operator must send the aircraft to the JAR 145 approved/accepted Organisation. For checks of significance i.e. 'C' checks and above, it may be beneficial that a Workscope Planning meeting be organized so that the tasks to be performed may be commonly agreed (see also paragraph 7.22: "*Meetings*").
- 7.9. Airworthiness Directives and Service Bulletin/Modifications
The contract should specify what information the Operator is responsible to provide to the JAR 145 approved/accepted 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 type of information the Operator will need in return to complete the control of ADs and Modification-Status should be specified.
- 7.10. Hours & Cycles control.
Hours and Cycles control is the responsibility of the operator, but there may be cases where the JAR 145 approved/accepted 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 planing functions (see also paragraph 7.21: "*Exchange of information*").
- 7.11. Life Limited Parts
Life Limited Parts control is the responsibility of the Operator. The JAR 145 approved/accepted 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 7.21 "*Exchange of information*").

¹

It may be different if the JAA-NAA is not the authority of registration of the aircraft.

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- 7.12. Supply of parts.
The contract should specify whether a particular type of material or component comes from the Operator's or the JAR 145 approved/accepted Organisation's store, which type of component is pooled, etc...Attention should be paid on the fact that it is the JAR 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 fitment. In other words, there is definitely no way for a JAR 145 Organisation to accept whatever he receives from the operator. For the certification of parts, additional guidance is provided by Leaflet No. 11 "*JAR 145 acceptance of aircraft components*".
- 7.13. Pooled parts at line stations.
Guidance is provided by Leaflet N° 11 "*JAR 145 acceptance of aircraft components*".
- 7.14. Scheduled maintenance
For planning scheduled maintenance checks, the support documentation to be given to the JAR 145 approved/accepted 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;
 - etc...
- When the JAR 145 approved/accepted 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 7.17: "*Deviation from the maintenance Schedule*". This should be addressed, where applicable, in the maintenance contract.
- 7.15. Unscheduled maintenance/Defect rectification.
The contract should specify to which level the JAR 145 approved/accepted 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 JAA-NAA.
- 7.16. Deferred tasks.
See paragraphs 7.14 and 7.15 above and Leaflet 12: "*JAR 145 release to service after incomplete maintenance*". 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.
- 7.17. Deviation from the Maintenance Schedule.
Deviations have to be requested by the Operator to its JAA-NAA or granted by the Operator in accordance with a procedure acceptable to its JAA-NAA. The contract should specify the support the JAR 145 approved/accepted Organisation may provide to the Operator in order to substantiate the deviation request.
- 7.18. Test flight.
If any test flight is required, it shall be performed in accordance with the Operator's Maintenance Management Exposition.

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- 7.19. Release to service documentation.
The release to service has to be performed by the JAR 145 approved/accepted Organisation in accordance with its MOE procedures. The contract should, however, specify which support forms have to be used (Operator's technical log, JAR 145 approved/accepted Organisation's maintenance visit file, etc...) and the documentation the JAR 145 approved/accepted Organisation should provide to the Operator upon delivery of the aircraft. This may include but may not be limited to:
- Certificate of release to service *-mandatory-*,
 - flight test report,
 - list of modifications embodied,
 - list of repairs,
 - list of AD's incorporated,
 - maintenance visit report,
 - etc...
- 7.20. Maintenance recording.
The Operator may contract the JAR 145 approved/accepted Organisation to retain some of the maintenance records required by JAR OPS 1&3.920. It should be ensured that every requirement of JAR OPS 1&3.920 is fulfilled by either the Operator or the JAR 145 approved/accepted Organisation. In such a case, free and quick access to the above mentioned records should be given by the JAR 145 approved/accepted Organisation to the Operator and its JAA-NAA (in case of two different JAA-NAA involved, see paragraph 7.6 "*JAA-NAA involvement*").
- 7.21. Exchange of information.
Each time exchange of information between the Operator and the JAR 145 approved/accepted 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.
- 7.22. Meetings.
In order that the JAA-NAA may be satisfied that a good communication system exists between the Operator and the JAR 145 approved/accepted organisation, the terms of the maintenance contract should include the provision for a certain number of meetings to be held between both parties.
- 7.22.1. 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.
- 7.22.2. Workscope Planning meeting.
Workscope Planning meetings may be organized so that the tasks to be performed may be commonly agreed.
- 7.22.3. 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...
- 7.22.4. 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.
- 7.22.5. Reliability meeting.
When a Reliability Programme exists, the contract should specify the Operator's and JAR 145 approved/accepted Organisation's respective involvement in that programme, including the participation to reliability meetings.

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8. Engine maintenance.

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

8.1. Scope of work.

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

The type of maintenance to be performed by the JAR 145 approved/accepted Organisation 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 JAR 145 approved/accepted Organisation may subcontract tasks to a third party (whether this third party is JAR 145 approved/accepted or not). At least the contract should make reference to JAR 145.1 and 145.75. Additional guidance is provided by Appendix 6 of JAR 145. In addition, the Operator may require the JAR 145 approved/accepted 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 JAR 145 approved/accepted Organisation's subcontractors involved in the contract. It should however be noted that under operators responsibility both the operator and the operator's NAA are entitled to be fully informed about subcontracting, although the operator's NAA will normally only be concerned with aircraft, engine and APU subcontracting.

8.4. 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 JAA-NAA. 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 JAA-NAA.

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 JAR 145 approved/accepted Organisation. The maintenance contract should specify how the result of the Quality surveillance is taken into account by the JAR 145 approved/accepted Organisation. (see also para.8.21. "*meetings*").

8.6. JAA-NAA involvement.

When the Operator's and the JAR 145 approved/accepted Organisation's JAA-NAA are not the same, the Operator and the JAR 145 approved/accepted Organisation have to ensure together with their JAA-NAA that the respective JAA-NAA'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 JAR 21.

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 JAA-NAA of the AOC Holder²) must be specified. This may include, but may not be limited to:

- Maintenance Programme;
- AD's;
- majorrepairs/modificationdata;

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- Engine overhaul manual;
- other?...

8.8. Incoming Conditions.

The contract should specify in which condition the Operator should send the engine to the JAR 145 approved/accepted 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 JAR 145 approved/accepted Organisation. It may also be valuable that a Workscope Planning meeting be organized so that the tasks to be performed may be commonly agreed (see also paragraph 8.21: "*Meetings*").

8.9. Airworthiness Directives and Service Bulletin/Modifications

The contract should specify what information the Operator is responsible to provide to the JAR 145 approved/accepted 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 type of information the Operator will need in return to complete the control of ADs and Modification-Status should be specified.

8.10. Hours & Cycles control.

Hours and Cycles control is the responsibility of the operator, but there may be cases where the JAR 145 approved/accepted organisation should be in receipt of the current flight hours and cycles on a regular basis so that it may update the records for his own planing function (see also paragraph 8.20: "*Exchange of information*").

8.11. Life Limited Parts.

Life Limited Parts control is the responsibility of the Operator. The JAR 145 approved/accepted Organisation 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 paragraph 8.20 "*Exchange of information*").

8.12. Supply of parts.

The contract should specify whether a particular type of material or component comes from the Operator's or the JAR 145 approved/accepted Organisation's store, which type of component is pooled, etc...Attention should be paid on the fact that it is the JAR 145 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 JAR 145 Organisation to accept whatever he receives from the operator. For the certification of parts, additional guidance is provided by Leaflet N° 11 "*JAR 145 acceptance of aircraft components*".

8.13. Scheduled maintenance.

For planning the shop visit, the support documentation to be given to the JAR 145 approved/accepted 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 implemented;
- etc...

When the JAR 145 approved/accepted 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 8.16: "*Deviation from the Maintenance Schedule*". That should be addressed, where applicable, in the maintenance contract.

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- 8.14. **Unscheduled maintenance/Defect rectification.**
The contract should specify to which level the JAR 145 approved/accepted 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 JAA-NAA.
- 8.15. **Deferred tasks.**
See paragraphs 8.13 and 8.14 above and Leaflet 12: "*JAR 145 release to service after incomplete maintenance*".
- 8.16. **Deviation from the Maintenance Schedule.**
Deviations have to be requested by the Operator to its JAA-NAA or granted by the Operator in accordance with a procedure acceptable to its JAA-NAA. The contract should specify which support the JAR 145 approved/accepted Organisation may provide to the Operator in order to substantiate the deviation request.
- 8.17. **Test bench.**
The contract should specify the acceptability criterion and whether a representative of the Operator should witness an engine undergoing test.
- 8.18. **Release to service documentation.**
The contract should specify the documentation the JAR 145 approved/accepted Organisation should provide to the Operator upon delivery of the aircraft/engine. This may include but may not be limited to:
- JAA Form One³ -*mandatory*-,
 - test bench report,
 - list of modifications embodied,
 - list of repairs,
 - list of AD's performed,
 - etc...
- 8.19. **Maintenance recording.**
The Operator may contract the JAR 145 approved/accepted Organisation to retain some of the maintenance records required by JAR OPS 1&3.920. It should be insured that every requirement of JAR OPS 1&3.920 is fulfilled by either the Operator or the JAR 145 approved/accepted Organisation. In such a case, free and quick access to the above mentioned records should be given by the JAR 145 approved/accepted Organisation to the Operator and its JAA-NAA (in case of two different JAA-NAA involved, see paragraph 8.6 "*JAA-NAA involvement*").
- 8.20. **Exchange of information.**
Each time exchange of information between the Operator and the JAR 145 approved/accepted 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.
- 8.21. **Meetings.**
In order that the JAA-NAA may be satisfied that a good communication system exists between the Operator and the JAR 145 approved/accepted organisation, the terms of the maintenance contract should include the provision for a certain number of meetings to be held between both parties.
- 8.21.1. **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.

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- 8.21.2. Workscope Planning meeting.
Workscope Planning meetings may be organized so that the tasks to be performed may be commonly agreed.
- 8.21.3. 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...
- 8.21.4. 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.
- 8.21.5. Reliability meeting.
When a Reliability Programme exists, the contract should specify the Operator's and JAR 145 approved/accepted Organisation's respective involvement in that programme, including the participation to reliability meetings.

9. Aircraft line maintenance.

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

- 9.1. Scope of work.
The type of aircraft subject to the maintenance contract must be specified. It should include the aircraft's registration numbers.

The extent of maintenance to be performed by the JAR 145 approved/accepted Organisation 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 certificates 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 JAR 145 approved/accepted Organisation may subcontract tasks to a third party (whether this third party is JAR 145 approved/accepted or not). At the minimum the contract should make reference to JAR 145.1 and 145.75. Additional guidance is provided by Appendix 6 of JAR-145. In addition, the Operator may require the JAR 145 approved/accepted 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 JAR 145 approved/accepted Organisation's subcontractors involved in the contract. It should however be noted that under operators responsibility both the operator and the operator's NAA are entitled to be fully informed about subcontracting, although the operator's NAA 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 JAR 145, does not preclude the Operator from performing a quality surveillance (including audits) upon the JAR 145 approved/accepted Organisation.

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- 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:
- aircraft Maintenance Manual;
 - aircraft IPC;
 - Wiring diagrams;
 - Trouble shooting manual;
 - Minimum Equipment List (normally on board the aircraft);
 - Operations Manual;
 - Flight Manual.
- 9.6. Supply of parts.
The contract should specify whether a particular type of material or component is supplied by the Operator or the JAR 145 approved/accepted Organisation. Attention should be paid on the fact that it is the JAR 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 fitment. In other words, there is definitely no way for a JAR 145 Organisation to accept whatever he receives from the operator.
Storage conditions should also be addressed.
- 9.7. Pooled parts.
Guidance is provided by Leaflet N° 11 "*JAR 145 acceptance of aircraft components*".
- 9.8. Unscheduled maintenance/Defect rectification.
The contract should specify to which level the JAR 145 approved/accepted 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 JAR 145 approved/accepted Organisation.
- 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 JAR 145 approved/accepted Organisation 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 JAR 145 approved/accepted Organisation 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 leads to a common understanding of both parties duties.

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