

# United Kingdom Overseas Territories Aviation Circular

**OTAC 39-22  
145-20**

## **Maintenance Contracts with Approved Maintenance Organisations**

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### **GENERAL**

Overseas Territories Aviation Circulars are issued to provide advice, guidance and information on standards, practices and procedures necessary to support Overseas Territory Aviation Requirements. They are not in themselves law but may amplify a provision of the Air Navigation (Overseas Territories) Order or provide practical guidance on meeting a requirement contained in the Overseas Territories Aviation Requirements.

### **PURPOSE**

This Overseas Territories Aviation Circular provides information and guidance on the format and construction of Aircraft/Engine Maintenance Contracts between owners and operators of aircraft of MTOM of 2700 kg or above and Approved Maintenance Organisations approved in accordance with OTAR 145.

### **RELATED REQUIREMENTS**

This Circular relates to OTAR Part 39 Subpart B.

### **CHANGE INFORMATION**

First issue.

### **ENQUIRIES**

Enquiries regarding the content of this Circular should be addressed to Air Safety Support International at the address on the ASSI website [www.airsafety.aero](http://www.airsafety.aero) or to the appropriate Overseas Territory Aviation Authority.

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## ABBREVIATIONS

AD: Airworthiness Directive  
AOC: Air Operator Certificate  
AOG: Aircraft on Ground  
APU: Auxiliary Power Unit  
CDL: Configuration Deviation list  
MCM: Maintenance Control Manual  
MEL: Minimum Equipment List  
MOE: Maintenance Organisation Exposition  
MTOM: Maximum Take-off Mass  
OTAA: Overseas Territory Aviation Authority  
OTAC: Overseas Territory Aviation Circular  
OTAR: Overseas Territory Aviation Requirements  
SB: Service Bulletin

## 1. General

When an owner, lessee or operator of aircraft of 2700kg or above is not appropriately approved in accordance with OTAR Part-145, the owner, lessee or operator shall, establish a written maintenance contract with an organisation approved in accordance with OTAR Part-145 or with another operator, detailing the functions specified under OTAR 39.57(d), ensuring that all maintenance is ultimately carried out by a maintenance organisation approved in accordance with OTAR Part-145 or OTAR 43, defining the support of the quality functions referred to in OTAR 39.57(h).

Notwithstanding the above, the contract may be in the form of individual work orders addressed to the maintenance organisation approved in accordance with OTAR Part-145, in the case of:

- (a) an aircraft requiring unscheduled line maintenance;
- (b) component maintenance, including engine maintenance.

This OTAC provides guidance on the suggested content of a contract between an owner, lessee or operator of aircraft of 2700kg or above and an OTAR 145 approved maintenance organisation for the purpose of performing maintenance tasks.

## 2. Applicability

This OTAC is to be used by:

- (a) Operators of aircraft of 2700kg or above.
- (b) OTAR 39 Subpart E organisations managing the continuing airworthiness of aircraft of 2700kg or above.
- (c) Owners and Lessees of aircraft of 2700kg or above.
- (d) OTAR 145 Approved Maintenance Organisations.
- (e) OTAAs who are reviewing Maintenance Contracts as part of the OTAR Approval process.

In this OTAC the terms in (a) to (c) for simplicity shall be referred to as owner/operator.

## 3. Maintenance Contracts General

The following sections 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 the owner/operator and a maintenance organization approved in accordance with OTAR 145. The following paragraphs only address technical matters and exclude matters such as costs, delay, warranty, etc.

When maintenance is contracted to more than one maintenance organisation (for example, aircraft base maintenance to X, engine maintenance to Y, and line maintenance to Z1, Z2 and 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 instructions to personnel. Accordingly, there should be established organisational responsibilities, procedures and routines held by owner/operator and the maintenance organisation to cover these functions in a satisfactory way such that any person involved is informed about his/her responsibilities and the procedures that apply.

These procedures and routines can be included/appended to the MCM and to the maintenance organisation's MOE or can consist in separate procedures. In other words, procedures and routines should reflect the conditions of the contract.

## 4. Aircraft/Engine Maintenance

The following subparagraphs may be adapted to a maintenance contract that applies to aircraft base maintenance, aircraft line maintenance, and engine maintenance. Aircraft maintenance also includes the maintenance of the engines and APU while they are installed on the aircraft.

### 4.1 Scope of work

The type of maintenance to be performed by the maintenance organisation should be specified unambiguously. In case of line and/or base maintenance, the contract should specify the aircraft type and, preferably, should include the aircraft's registrations. In case of engine maintenance, the contract should specify the engine type.

### 4.2 Locations identified for the performance of maintenance/certificates held

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 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 to support occasional line maintenance.

### 4.3 Subcontracting

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

### 4.4 Maintenance programme

The maintenance programme, under which maintenance is to be performed, should be specified. The owner/operator should have that maintenance programme approved by its OTAA.

### 4.5 Quality monitoring

The terms of the contract should include a provision allowing the owner/operator to perform a quality surveillance (including audits) of the maintenance organisation. The maintenance contract should specify how the results of the quality surveillance are taken into account by the maintenance organisation (see also paragraph 4.23 'Meetings').

#### 4.6 **OTAA involvement**

The contract should identify the OTAA's responsible for the oversight of the aircraft, the owner/operator, and the maintenance organisation. Additionally, the contract should allow OTAA's access to the maintenance organisation.

#### 4.7 **Maintenance data**

The contract should specify the maintenance data and any other manual required for the fulfilment of the contract, and how these data and manuals are made available and kept current (regardless of whether they are provided by the owner/operator or by the maintenance organisation).

This may include but is not limited to:

- (a) maintenance programme,
- (b) airworthiness directives,
- (c) major repairs/modification data,
- (d) aircraft maintenance manual,
- (e) aircraft illustrated parts catalogue,
- (f) wiring diagrams,
- (g) troubleshooting manual,
- (h) Minimum Equipment List (normally on board the aircraft),
- (i) operator's manual,
- (j) flight manual,
- (k) engine maintenance manual,
- (l) engine overhaul manual.

#### 4.8 **Incoming conditions**

The contract should specify in which condition the aircraft should be made available to the maintenance organisation. For extensive maintenance, 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 4.23 'Meetings').

#### 4.9 **Airworthiness directives and service bulletins/modifications**

The contract should specify the information that owner/operator is responsible to provide to the maintenance organisation, such as:

- (a) the status of the ADs including due date and the selected means of compliance, if applicable; and
- (b) status of modifications and the decision to embody a modification or an SB.

In addition, the contract should specify the type of information the owner/operator will need in return to complete the control of ADs and modification status.

#### 4.10 **Hours and cycles control**

Hours and cycles control is the responsibility of the owner/operator, and the contract should specify how the owner/operator should provide the current hours and cycles to the maintenance organisation and whether the maintenance 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 4.22 'Exchange of information').

#### 4.11 **Life-limited parts and time-controlled components**

The control of life-limited parts and time-controlled components is the responsibility of the owner/operator.

The contract should specify whether the owner/operator should provide the status of life-limited parts and time-controlled components to the maintenance organisation, and the information that the approved maintenance organisation will have to provide to the owner/operator about the removal/installation of the life-limited parts and time-controlled components removal/installation so that the owner/operator may update its records (see also paragraph 4.22 'Exchange of information').

#### 4.12 **Supply of parts**

The contract should specify whether a particular type of material or component is supplied by the owner/operator or by the maintenance organisation, which type of component is pooled, etc.

The contract should clearly state that it is the maintenance organisation's 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. Additional guidance on the acceptance of components is provided in OTAR 21 Subpart K, and OTAR 145.59.

#### 4.13 **Pooled parts at line stations**

If applicable, the contract should specify how the matter of pooled parts at line stations should be addressed.

#### 4.14 **Scheduled maintenance**

For planning scheduled maintenance checks, the support documentation to be given to the maintenance organisation should be specified.

This may include but is not limited to:

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

When the maintenance organisation determines, for any reason, to defer a maintenance task, it shall be formally agreed with the owner/operator. If the deferment goes beyond an approved limit, refer to paragraph 4.17 'Deviation from the maintenance schedule'.

This should be addressed, where applicable, in the maintenance contract.

#### 4.15 **Unscheduled maintenance/defect rectification**

The contract should specify to which level the maintenance organisation may rectify a defect without reference to the owner/operator. It should describe, as a minimum, the management of approval of repairs and the incorporation of major repairs. The deferment of any defect rectification should be submitted to the owner/operator.

#### 4.16 **Deferred tasks**

For aircraft line and base maintenance, the use of the operator's MEL and the liaison with the owner/operator in case of a defect that cannot be rectified at the line station should be addressed.

#### 4.17 **Deviation from the maintenance schedule**

Deviations from the maintenance schedule should be managed by the owner/operator in accordance with the procedures established in the maintenance programme. The contract should specify the support the maintenance organisation may provide to the operator in order to substantiate the deviation request.

#### 4.18 **Maintenance check flights**

If any maintenance check flight is required after aircraft maintenance, it should be performed in accordance with the procedures established in the owner/operators MCM.

#### 4.19 **Engine Bench test**

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

#### 4.20 **Release to service documentation**

The release to service shall be performed by the maintenance organisation in accordance with its maintenance organisation procedures. The contract should, however, specify which support forms shall be used (aircraft technical log, maintenance organisation's release format, etc.) and the documentation that the maintenance organisation should provide to the owner/operator upon delivery of the aircraft. This may include but is not limited to:

- (a) certificate of release to service,
- (b) check flight report,
- (c) list of modifications embodied,
- (d) list of repairs,

- (e) list of ADs accomplished,
- (f) maintenance visit report,
- (g) Engine bench test report.

#### 4.21 **Maintenance record-keeping**

The owner/operator may subcontract the maintenance organisation to retain some of the maintenance records required by OTAR 39 Subpart D. This means that the owner/operator subcontracts under its quality system part of its record-keeping tasks.

#### 4.22 **Exchange of information**

Each time exchange of information between the owner/operator and the maintenance organisation is necessary, the contract should specify what information should be provided and when (i.e in which case or at what frequency), how, by whom and to whom it has to be transmitted.

#### 4.23 **Meetings**

The maintenance contract should include the provision for a certain number of meetings to be held between the owner/operator and the maintenance organisation. These may include

##### (a) **Contract review**

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

##### (b) **Work scope planning meeting**

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

##### (c) **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, aircraft and component reliability, etc.

##### (d) **Quality meeting**

Quality meetings may be organised in order to examine matters raised by the owner/operator's quality surveillance and to agree upon necessary corrective actions.

##### (e) **Reliability meetings**

When a reliability programme exists, the contract should specify the owner/operator's and maintenance organisation's respective involvement in that programme, including the participation in reliability meetings.

(f) **Safety meetings**

Where applicable the contract should specify the owner/operator's organisation's and maintenance organisation's involvement in each party's safety management meetings.