



Barbados Civil Aviation  
Department

**BCAD Document AAC-013**

**AIRWORTHINESS**

**ADVISORY**

**CIRCULAR**

**EVALUATION AND APPROVAL OF  
MAINTENANCE CONTRACTUAL  
ARRANGEMENTS**



**EVALUATION AND APPROVAL OF MAINTENANCE  
CONTRACTUAL ARRANGEMENTS**

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# EVALUATION AND APPROVAL OF MAINTENANCE CONTRACTUAL ARRANGEMENTS

## SECTION 1. GENERAL

### 1 INTRODUCTION.

- 1.1 The management and accomplishment of engineering support may be achieved by the Operator using his own or, an associated maintenance organisation. Alternatively all or part of the arrangements may be contracted to a separate organisation.
- 1.2 Contracted arrangements for engineering support and maintenance do not absolve the Operator from the overall responsibility for ensuring the safe operation and continuing airworthiness of the aircraft.

### 2 DEFINITIONS

In addition to the definitions in Civil Aviation (Approved Maintenance Organisation) Regulations Part 1 para 2. the following definitions apply:

- (1) **BCARs** The Barbados Civil Aviation Regulations presently in force;
- (2) **CA(AMOR)** Civil Aviation (Approved Maintenance Organisation Regulations);
- (3) **BCAD** The Barbados Civil Aviation Department;
- (4) **DCA** Director of Civil Aviation;
- (5) **AWI Handbook** Airworthiness Inspector Handbook;
- (6) **AAC** Airworthiness Advisory Circular;
- (7) **AOC** Air Operators Certificate.

### 3 RELATED MATERIAL

The following material is related to this AAC:

- (1) The Barbados Civil Aviation Regulations;
- (2) Chapter 24 of AWI Handbook. Evaluation and Approval of Maintenance Contractual Arrangements.

### 4 APPLICABILITY

This AAC applies to all Operators of aircraft operating on an Air Operators Certificate issued by the BCAD.

## **SECTION 2. EVALUATION AND APPROVAL OF MAINTENANCE CONTRACTUAL ARRANGEMENTS**

### **1. GENERAL**

The Operator may contract out all or part of the maintenance of his aircraft only to an organization approved by the Director of Civil Aviation under Civil Aviation (AMO) Regulations 5.

- 1.1 Where the Operator does not maintain the aircraft he operates using only his own resources, full details of the division of responsibilities between the Operator and the contracted maintenance organisation must be included in an agreement between the two parties. Matters to be addressed in such an agreement are contained at Appendix A.
- 1.2 Where an Operator contracts out part or all of the maintenance to a separate organisation, he must nominate a person for engineering liaison purposes. This person will be responsible to the Operator for planning the timely presentation of the aircraft to the engineering support organisation for all contracted maintenance; for liaison on all matters relating to the maintenance contract or agreement and for airworthiness matters affecting the safe operation of the aircraft. Where the Operator has several types of aircraft a different person may be nominated for each fleet.
- 1.3 The Operator's representative(s) should visit the contracted maintenance organisation at the inception of the agreement, and periodically thereafter, to ensure that the standards agreed are being maintained. Reports of all such visits should be kept and made available to the DCA on request.
- 1.4 An Operator may only arrange separately for the maintenance, overhaul and repair of engines or other components with the knowledge and agreement of his principal maintenance contractor.
- 1.5 In order to be able to discharge his responsibilities for continued airworthiness the contractor must satisfy himself on a continuing basis that the requirements of the approved maintenance programme are being complied with, including condition monitoring and reliability reporting, and be made aware of any significant performance trends.
- 1.6 Responsibilities for the assessment and incorporation of manufacturer's Service Information and for compliance with mandatory requirements must be clearly defined in the agreement.

- 1.7 In its assessment of the overall engineering support arrangements provided by the Operator, the BCAD will require to examine and hold copies of all agreements, including side letters and addenda, between the parties concerned.
- 1.8 Any proposal to change the maintenance arrangements, e.g. a change to another maintenance organisation or significant organisational, procedural or technical change to a. maintenance agreement, must be notified to the BCAD at least 28 days prior to the proposed date of implementation.

## **2 CONTRACTING OUT FULL SUPPORT**

- 2.1 The Operator must ensure that the maintenance organisation competently discharges its responsibilities under the agreement, to his satisfaction, and is responsible for satisfying the DCA that the organisation meets the requirements of the CA(AMO) R Regulation 5, insofar as they relate to the contracted work.
- 2.3 Written agreements should clearly define what responsibility for action is allowed to the maintenance organisation without prior consultation, and what tasks require agreement by the Operator.
- 2.4 Whenever an aircraft is presented for scheduled or unscheduled maintenance it is essential that a precise indication is given of the inspections required, all defects known to exist on the aircraft plus any additional work required to be carried out (after consultation with the maintenance organisation as necessary).

**NOTE: Operators must appreciate that a maintenance organisation cannot carry out work or certify inspections without their instructions or agreement, and it follows that they should be quite specific when making known their work requirements to the organisation of their choice. Difficulties regularly occur because there is a misunderstanding between customer and maintenance organisation as to the former's requirements.**

## **3 CONTRACTING OUT GROUND HANDLING**

- 3.1. Operators may enter into Ground handling Agreements with other Operators or organizations for the provision of services associated with aircraft arrival, turnaround and dispatch. In these cases a written agreement should exist detailing the tasks to be performed on behalf of the Operator.
- 3.2. It is essential that maintenance and flight crews responsible for accepting the aircraft for flight are aware of the contents of the agreement and are aware of any matter which is not included in the agreement at that station.
- 3.3. It is the responsibility of the Operator or his maintenance contractor to ensure that the continuing performance of the ground handling contractor is such as to ensure

the safe operation of the Operators aircraft and that any necessary training has been performed.

#### **4 APPLICATION**

- 4.1. The Operator will make application in writing to the DCA to contract out his maintenance to a third party maintenance organization.
- 4.2. The DCA will only accept a third party maintenance organization within Barbados if they are approved to CA(AMO)R Regulations 5 & 6.
- 4.3. The DCA will approve a third party maintenance organization outside Barbados to CA(AMO)R Regulation 6.
- 4.4. The Operator will submit with his written application a copy of the proposed agreement between the Operator and the maintenance organization for the DCA to review and approve.
- 4.5. The Operator will submit a copy of the Maintenance Control Manual as required by Civil Aviation (Air Operator Certification & Administration) Regulations 76 (1) for DCA review and acceptance.
- 4.6. The Operator will submit full details of any sub contract arrangements that the proposed maintenance organization may have for the provision of such services as NDT, welding and avionics work etc.

#### **5 PROCEDURE**

- 5.1. The BCAD will carry out an investigation in accordance with Chapter 24 of the AWI Handbook and when satisfied that the maintenance arrangements meet the requirements of the applicable BCARs will make a recommendation that the maintenance support arrangements are satisfactory.
- 5.2. This recommendation will be subject to the DCA being satisfied that the arrangements continue to meet the requirements of the applicable Regulations and this will be assessed through an audit programme.
- 5.3. The Operator must continue to ensure through his own audit programme of the maintenance organization, that he remains in compliance with the applicable regulations since he is always responsible for ensuring the safe operation and continuing airworthiness of the aircraft.

## APPENDIX A - MAINTENANCE AGREEMENT

- 1 Where an Operator chooses to contract maintenance to another organisation, a written agreement must be drawn up indicating the divisions of responsibility between the two parties for the overall support of the aircraft and, for compliance with statutory regulations and other relevant requirements.
- 2 The purpose of the agreement is to demonstrate a firm commitment by the two parties to the maintenance support of the aircraft, in the operation for which application has been made for an Air Operator's Certificate.
- 3 It should be clearly indicated within the agreement which tasks are to be accomplished by the contractor and those tasks which will remain the responsibility of the Operator.
- 4 The agreement should address the following matters:
  - (a) general arrangements for support of the operation by the maintenance organisation, and for technical liaison between Operator and Maintenance Organisation. The name of the Operators nominated engineering Liaison person;
  - (b) accomplishment of maintenance at the approved locations of the maintenance organisation;
  - (c) provision of appropriately authorised/licensed maintenance personnel sufficient in numbers for the completion and certification of scheduled maintenance, the rectification of defects and the completion of duplicate inspections;
  - (d) training of maintenance personnel and where necessary, the Operator's flight crews;
  - (e) arrangements for line maintenance and ground handling at the Operator's route stations, including major unscheduled arisings such as engine changes and defects requiring major dismantling or jacking;
  - (f) control and development of the Maintenance Schedule in response to service experience and manufacturers recommendations, the management and operation of reliability programmes, the preparation of documentation needed to implement the schedule and the arrangements for granting variations to the maintenance schedule requirements;

- (g) airworthiness occurrence control and reporting to the manufacturer and the BCAD, including MOR, and the control of deferred and repetitive defects;
  - (h) maintaining logbooks, component service history; maintenance and other technical records and the transmission of Sector Record page information from the Operator to the maintenance organisation;
  - (i) manufacturer's Service Bulletins/Information received, assessed and incorporated into modifications and manufacturer's technical programmes,
  - (j) compliance with mandatory requirements including mandatory modifications and inspections and Airworthiness Directives, and for responding to other maintenance and airworthiness requirements published by the Responsible Authorities;
  - (k) provision of spares, their storage and acceptance;
  - (l) ensuring the availability of the necessary tools and equipment to complete the scheduled maintenance and any other work arising under the terms of the agreement;
  - (m) provision of suitable maintenance accommodation at all locations where maintenance takes place, appropriate to the task;
  - (n) quality auditing of the maintenance arrangements, including in particular the systems and procedures employed to achieve the control of airworthiness, at main base, line stations and en-route wherever support and ground handling takes place.
- 5 Details of the financial aspects of maintenance agreements may be omitted.
- 6 Details must be given of any sub-contracted arrangements for the provision of special services such as radio, avionics, NDI etc., or for any other support including that provided at line stations. Copies of such additional arrangements will be required.