Appendix I — Continuing-airworthiness management contract

Regulation (EU) 2019/1383

- When an owner contracts in accordance with point ML.A.201 a CAMO or CAO to carry out continuing airworthiness management tasks, upon request by the competent authority, a copy of the contract signed by both parties shall be sent by the owner to the competent authority of the Member State of registry.
- 2. The contract shall be developed taking into account the requirements of this Annex and shall define the obligations of the signatories in relation to the continuing airworthiness of the aircraft.
- 3. It shall contain, as a minimum the following information:
 - 1. the aircraft registration, type and serial number;
 - 2. the aircraft owner's or registered lessee's name or company details including the address;
 - 3. details of the contracted CAMO or CAO, including the address;
 - 4. the type of operation.
- 4. It shall state the following:

'The owner entrusts the CAMO or CAO with the management of the continuing airworthiness of the aircraft, the development and approval of a maintenance programme, and the organisation of the maintenance of the aircraft according to said maintenance programme.

According to the present contract, both signatories undertake to follow the respective obligations of this contract.

The owner declares, to the best of its knowledge, that all the information given to the CAMO or CAO concerning the continuing airworthiness of the aircraft is and will be accurate, and that the aircraft will not be altered without prior approval of the CAMO or CAO.

In case of any non-conformity with this contract, by either of the signatories, the contract will become null. In such a case, the owner will retain full responsibility for every task linked to the continuing airworthiness of the aircraft, and the owner will inform the competent authoritie(s) of the Member State of registry within 2 weeks about the termination of the contract.'

- 5. When an owner contracts a CAMO or CAO in accordance with point ML.A.201, the obligations of each party shall be assigned as follows:
 - 1. Obligations of CAMO or CAO:
 - 1. have the aircraft type included in its terms of approval;
 - 2. respect all the conditions listed below with regard to maintaining the continuing airworthiness of the aircraft:
 - 1. develop and approve the AMP for the aircraft;
 - once it has been approved, provide the owner with a copy of the AMP, as well as a copy of the justifications for any deviations from the DAH's recommendations;
 - 3. organise a bridging inspection using the aircraft's prior AMP;
 - 4. organise that all maintenance is carried out by an approved maintenance organisation or, if permitted, by independent certifying staff;
 - 5. organise that all applicable ADs are applied;

- organise that all defects discovered during maintenance, airworthiness reviews or reported by the owner are corrected by an approved maintenance organisation or, if permitted, by independent certifying staff;
- 7. coordinate scheduled maintenance, the application of ADs, the replacement of service-life-limited parts, and component inspection requirements;
- inform the owner each time the aircraft must be brought to an approved maintenance organisation or, if permitted, to independent certifying staff;
- 9. manage and archive all technical records;
- 3. organise the approval of any modification to the aircraft in accordance with Annex I to Regulation (EU) No 748/2012 (Part-21) before this modification is embodied;
- organise the approval of any repair to the aircraft in accordance with Annex I to Regulation (EU) No 748/2012 (Part-21) before this repair is carried out;
- 5. inform the competent authority of the Member State of registry whenever the aircraft is not presented by the owner for maintenance as requested by the contracted CAMO or CAO;
- 6. inform the competent authority of the Member State of registry whenever the present contract has not been respected;
- 7. ensure that the airworthiness review of the aircraft is carried out, when necessary, and ensure that the ARC is issued;
- 8. send within 10 days a copy of any ARC issued or extended to the competent authority of the Member State of registry;
- 9. carry out all occurrence reporting mandated by applicable regulations;
- 10. inform the competent authority of the Member State of registry whenever the present contract is denounced by either party.

2. Obligations of the owner:

- 1. have a general understanding of the AMP;
- 2. have a general understanding of this Annex;
- 3. present the aircraft for maintenance as directed by the contracted CAMO or CAO;
- 4. not modify the aircraft without first consulting the contracted CAMO or CAO;
- 5. inform the contracted CAMO or CAO of all maintenance exceptionally carried out without the knowledge and control of the contracted CAMO or CAO;
- 6. report to the contracted CAMO or CAO through the logbook all defects found during operations;
- 7. inform the competent authority of the Member State of registry whenever the present contract is denounced by either party;
- 8. inform the competent authority of the Member State of registry and the contracted CAMO or CAO whenever the aircraft is sold;
- 9. carry out all occurrence reporting mandated by applicable regulations;
- inform on a regular basis the contracted CAMO or CAO about the aircraft flyinghours and any other utilisation data, as agreed with the contracted CAMO or CAO;
- 11. enter the CRS in the logbooks, as mentioned in point ML.A.803(c), when performing pilot-owner maintenance;
- 12. inform the contracted CAMO or CAO no later than 30 days after completion of any Pilot-owner maintenance task.

→ Appendix II

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