



CHAPTER 13

Evaluation of Maintenance Contract Between Air Operators and Approved Maintenance Organisations

0.0 LIST OF EFFECTIVE PAGES

CHAPTER THIRTEEN	PAGE	EFFECTIVE
	1 OF 4	10th April, 2023
	2 OF 4	10th April, 2023
	3 OF 4	10th April, 2023
	4 OF 4	10th April, 2023

1.0 PURPOSE

This Chapter is issued to provide information and guidance to Authority inspectors in the process of evaluating maintenance contractual arrangements between air operators and approved maintenance organizations.

2.0 REFERENCES

- 2.1 Regulation [9.4.1.2](#) of the Nigeria Civil Aviation Regulations,
- 2.2 Regulation [6.5.1.4](#) of the Nigeria Civil Aviation Regulations.
- 2.3 Checklist [CL: O-AWS013](#)

3.0 GUIDANCE AND PROCEDURES

3.1 General Information

- 3.1.1 It is required that an operator shall have approved maintenance programmes relevant to all types of aircraft in the fleet defining the inspection, maintenance, preventive maintenance and modifications requirements to be performed by an approved AMO or contracted to other approved persons that requires such work be performed in accordance with the operators Maintenance Control Manual (MCM) and/or Maintenance Procedures Manual (MPM).
- 3.1.2 Any organization or person with whom the air operator or AMO has made an arrangement or contract or the performance of any maintenance, preventive maintenance, or modifications involving an aircraft and associated aeronautical products is considered a contract maintenance provider.
- 3.1.3 The use of contract maintenance providers to complete aircraft maintenance is fundamental to an air operator's maintenance programmes.
- 3.1.4 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 organization becomes in effect the air operator's maintenance organization.
- 3.1.5 All parts and/or components used by an air operator on his authorized aircraft must be maintained under the air operator's continuous airworthiness 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 contract. 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.



- 3.1.6 Regulation 9.4.1.4 (a)(1) and (4) of the Nigeria Civil Aviation Regulations require an operator to list in their MCM a description of the administrative agreements between the AOC holder and an AMO, and the names and duties of the person or persons required to ensure that all maintenance is carried out in accordance with the maintenance control manual.
- 3.1.7 The operator should have proof that the organization or person has the capabilities and facilities to perform the intended work as specified by Regulation 6.3.1.1 of the Nigeria Civil Aviation Regulations.
- 3.1.8 The operator may adopt the publications of a contracted organization or person in part or in total as methods, techniques, and standards. The operator's manual must describe the applicability and authority of the affected publication.
- 3.1.9 The inspector should verify that there is in place a continuous analysis and surveillance programme schedule for accomplishing continuing audits or inspections that are designed to determine the maintenance provider's level of compliance with the air operator's MCM and maintenance programme as specified in IS 9.2.2.3 of the Nigeria Civil Aviation Regulations.
- 3.1.10 Throughout the process of evaluating a maintenance contract, it is important to observe that the air operators retain primary responsibility for the airworthiness of his aircraft.
- 3.1.11 An air operator will not normally perform audits of organizations that an AMO sub contracts. He must, however, be aware that it has the necessary approval and competency to perform the intended function(s).
- 3.1.12 To effectively evaluate a maintenance contract agreement the inspector is required to be well versed with the air operator's Maintenance Control Manual (MCM) and the AMO Maintenance Procedures manual (MPM) and therefore to be able to determine whether his procedures adequately address all aspects of contracted maintenance.

3.2 Maintenance Contract Agreement Evaluation

- 3.2.1 When evaluating a maintenance contract agreement the inspector should specifically ensure that the contract includes clauses that address the following:
 - a) The air operator's responsibility for the continued airworthiness of his aircraft.
 - 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 at any reasonable time.
 - c) The Authority shall have unlimited access to the contracted facility for inspection.



- d) A clause that allows the air operator to ensure compliance with his programme requirements and to show the results of such compliance to the Authority.
- 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) The operator shall provide to the contracted maintenance provider 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 organization shall maintain a current listing of persons who have been trained, qualified, and authorized to conduct required inspections. The persons must be identified by name, occupational title, and the inspection that they are authorized 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.
- j) Review and ensure that no contract clause contradicts the air operator's policy, procedures and regulations.

3.3 Results

- 3.3.1 If the contract agreement is satisfactory it shall be accepted.
- 3.3.2 If the contract agreement is found to be unsatisfactory, the operator is notified in writing giving the identified shortcomings.