



EASA

European Aviation Safety Agency

NPA 2014-XX “CAMO and Part-145 responsibilities”

Juan Anton
Maintenance Regulations Manager
Flight Standards Directorate
EASA

Cologne
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Background: Task 145.012

Between 2006 and 2010, EASA was involved in task 145.012 “Part-145 Single and Multiple Release”.

Objective:

- Clarify the process of maintenance release to service.
- Clarify the responsibilities of contracted Part-145 organisations when performing and releasing maintenance.

Proposal made in the CRD:

- Certificates of Release to Service issued by each maintenance organisation involved in a maintenance event. Their purpose was to certify the maintenance performed.
- A Final Certificate of Release to Service issued by the Part-145 organisation designated by the operator. Its purpose was to certify (and give visibility to the pilot) that all the maintenance ordered had been performed/released and properly coordinated in accordance with the operator’s procedures.



Background: Task 145.012

Feedback received (NPA, CRD and workshop in September 2010) showed that:

- There were very different interpretations in relation to the responsibilities of CAMOs and maintenance organisations.
- It was necessary to look at the issue not only from the Part-145 perspective but also from the CAMO point of view, considering not only the certification of maintenance but also the determination of the airworthiness of the aircraft.

Safety Recommendation 2010-072 (UK AAIB Bulletin 9/2010):

- Recommended EASA to review OPS1, Part-M and Part-145 to adequately address complex maintenance and operational arrangements (contracting, subcontracting).

The Opinion 06/2010 issued by EASA proposed the following:

- Not to change the rule at that point of time.
- Initiate a new rulemaking task to address all the aspects contained in the feedback received and in the Safety Recommendation.



Task RMT.0217 (M.029)

Task RMT.0217 (M.029) “CAMO and Part-145 responsibilities”



General information

Working Group and NPA development:

- The Terms of Reference and the group composition were published in March 2013.
- 5 meetings between September 2013 and June 2015
- Members of the working group:
 - 2 members from EASA (from Rulemaking and from Organisation Approvals)
 - 2 members from NAAs (Italy and Switzerland)
 - 6 members from Industry:
 - AEI (Aircraft Engineers International)
 - ERAA (European Regional Airlines Association)
 - ECOGAS/SR-Technics
 - AEA/Lufthansa Technik
 - AEA/KLM Engineering & Maintenance
 - Airbus SAS



General information

Important considerations:

- Complex maintenance and operational arrangements typically involve commercial operators and Part-145 organisations involved in aircraft maintenance (A-rated).
- These complex arrangements are not so usual in the case of:
 - Part-145 organisations involved in component maintenance (except maybe for engine maintenance)
 - General aviation (private owners, commercial activities other than CAT, Subpart F maintenance organisations, independent certifying staff)



General information

Issues discussed within this task:

- **Split of responsibilities between CAMOs and maintenance organisations.**
 - Difference between “continuing airworthiness”, “continuing airworthiness management” and “maintenance”.
 - Responsibility for performance and release of maintenance and meaning of a Certificate of Release to Service (CRS).
 - Responsibility for coordination of maintenance activities.
 - Responsibility for the determination of the airworthiness status of the aircraft before each flight.
 - Content and control of Job Cards.
- **Subcontracting of continuing airworthiness management activities by the operator’s CAMO.**
 - Possibility to sub-contract the coordination of maintenance.



General information

- **Contracting and subcontracting of maintenance.**
 - Contracting of maintenance by an operator and auditing requirements.
 - Contracting-out and subcontracting of maintenance by a maintenance organisation.
 - Possible options for the contractual arrangements.
 - Role of the competent authorities in the approval and oversight of these contractual arrangements.
- **Aircraft continuing airworthiness records and operator's technical log system.**
 - Evaluate the role of the maintenance statement.
 - Clarify the format of the technical log system and which information needs to be on board available to the pilot.



General information

Other Rulemaking Tasks interfacing with this task:

- **Opinion 06/2012** related to the alignment of Regulation 2042/2003 with the Basic Regulation (rule expected to be adopted by the Commission beginning 2015):
 - The operator's technical log system and the contracts between operators and maintenance organisations will become also applicable to certain commercial operations other than CAT.
- **Opinion 12/2013** related to the control of suppliers (rule expected to be adopted by the Commission beginning 2015):
 - Introduces provisions for the acceptance of components by maintenance organisations.
- **Rulemaking task RMT.0209 (M.014):**
 - Proposes the possibility for CAT operators to contract a CAMO.



Other Rulemaking Tasks interfacing with this task (continuation):

- **NPA 2014-01:**
 - Introduces provisions related to the functions, qualifications and responsibilities of certifying staff, support staff and personnel authorised to sign-off, when performing and releasing maintenance, in particular related to the coordination of maintenance activities.
- **NPA 2013-12:**
 - Introduces guidance (GM 145.A.50) to clarify the meaning of an “EASA Form 1” and the difference between certifying that certain maintenance was properly performed and declaring that a component is airworthy.



Split of responsibilities CAMO/Maintenance

Split of responsibilities between CAMOs and maintenance organisations.



Split of responsibilities CAMO/Maintenance

Amended M.A.301, item 3:

M.A.301 contains the list of continuing airworthiness tasks, and one of them is (item 3):

“The accomplishment of all maintenance, in accordance with the M.A.302 approved aircraft maintenance programme”

This has been amended in order to emphasize the need for coordination of maintenance activities, as follows:

“The accomplishment of all maintenance, in accordance with the M.A.302 approved aircraft maintenance programme, including the appropriate coordination of all maintenance activities”

This is applicable to all aircraft and operations categories, regardless of whether the continuing airworthiness is managed by a CAMO or not, and regardless of who performs the maintenance (approved organisations or individuals).

However, this coordination will be generally fairly simple in the case of General Aviation and component maintenance activities. **In other cases, the amended AMC M.A.301-3 applies.**



Split of responsibilities CAMO/Maintenance

Amended AMC M.A.301-3:

“ ...

The coordination of maintenance activities is essential in the case of complex maintenance and operational arrangements (such as when several organisations are contracted, or when several levels of contract/sub-contract are included). An assessment of the overall organisational structure, interfaces, workload, procedures, roles, responsibilities and qualifications/competencies of key personnel across all contract/sub-contract levels within such arrangements should be performed in order to determine the amount and methods of coordination that will be required”



Split of responsibilities CAMO/Maintenance

Amended M.A.708(b), item 4:

A similar amendment to the one in M.A.301, item 3, has been introduced in M.A.708(b), item 4, for the case where a CAMO manages the continuing airworthiness of the aircraft, as follows:

“Ensure that all maintenance is carried out in accordance with the approved maintenance programme and released in accordance with M.A. Subpart H, and that all maintenance activities are properly coordinated”

A new AMC M.A.708(b)4 has been created to describe the procedures that should be created by the CAMO to ensure the appropriate coordination of maintenance activities.



Split of responsibilities CAMO/Maintenance

New AMC M.A.708(b)4:

The procedure developed by the CAMO should ensure that:

- Appropriate work orders are submitted to each maintenance organisation (may be delegated under the appropriate contract provisions, always under the responsibility of the CAMO).
- No conflict exists between the tasks performed by the different organisations and, if exists, it is properly managed in accordance with approved procedures.
- All the maintenance ordered by the CAMO has been completed or properly deferred.
- A communication system has been established between the CAMO, the contracted maintenance organisations and any additional subcontractors.
- A representative (or a team) has been appointed by the CAMO to ensure appropriate coordination (may be delegated under appropriate contract provisions, always under the responsibility of the CAMO).



Split of responsibilities CAMO/Maintenance

In addition:

- Appendix V to AMC M.A.704 amended to include Exposition (CAME) the coordination procedures.
- Point 2.22 of Appendix XI to AMC M.A.708(c) amended to ensure the contract between CAMO and Part-145 organisation covers these coordination procedures.
- AMC 145.A.47(a) amended to ensure that the complexity of the contractual arrangements is taken into account during production planning activities.



Split of responsibilities CAMO/Maintenance

New GM M.A.301:

- The tasks listed in M.A.301 aim at ensuring the “continuing airworthiness” of the aircraft and the serviceability of the operational and emergency equipment.
 - Most are the responsibility of the owner/operator/CAMO (“continuing airworthiness management”), but,
 - the execution and release of maintenance (“maintenance”) is the responsibility of the maintenance organisation/independent certifying staff/pilot-owner.
- The owner/operator/CAMO is responsible for:
 - Planning and ordering maintenance,
 - Verifying that all the maintenance ordered has been released (or properly deferred) and the records are available,
 - Auditing/checking how the terms of the contract (if existing) are implemented.
- The owner/operator/CAMO is **not** responsible for:
 - The actual performance and release of maintenance,
 - Auditing/checking how the maintenance organisation complies with the terms of their approval (Part-145, Part-M Subpart F)



Split of responsibilities CAMO/Maintenance

New GM M.A.301 (continuation):

- A Certificate of Release to Service (CRS) certifies only that the maintenance ordered has been completed satisfactorily and in accordance with the regulations and approved procedures (responsibility of the maintenance organisation/certifying staff).
- However, a CRS does not necessarily mean that the aircraft is ready for flight. Determining the airworthiness status of the aircraft before each flight is the responsibility of the owner/operator/CAMO.

A similar guidance has been introduced in AMC 145.A.50(a).



Subcontracting of CAMO activities

Subcontracting of continuing airworthiness management activities by the operator's CAMO (for Commercial Air Transport, CAT).



Subcontracting of CAMO activities

Amended AMC M.A.201(h)(1):

- In the case of CAT operations, this AMC provides acceptable methods for subcontracting, under the operator's responsibility, certain continuing airworthiness management tasks.
- This AMC has been amended to explicitly mention the coordination activities as one of the tasks which may be subcontracted (for example, to one of the contracted Part-145 organisations).
- Paragraph 2.5 of the Appendix II to this AMC has been amended to ensure that the subcontract arrangement contains the associated procedures on how the coordination is performed and the level of communication required with the operator.



Contracting and subcontracting of maintenance

Contracting and subcontracting of maintenance.



Contracting and subcontracting of maintenance

According to M.A.301, item 3, one of the tasks required in order to keep any aircraft airworthy is the accomplishment of all the maintenance required by the aircraft maintenance programme.

Case where the owner is not required to contract a CAMO:

- In those cases where the owner is not required to contract a CAMO (for example, in the case of other than large aircraft which are not involved in commercial operations), the owner is responsible for ensuring that this maintenance is performed by maintenance organisations, independent certifying staff or the pilot-owner, as applicable.
- However, there are no specific requirements for formal contracts between the owner and the person/organisation performing maintenance and, certainly, the owner does not have to develop procedures on how this maintenance should be performed. It is just the owner's responsibility to ensure that maintenance is performed by appropriate persons/organisations and that the corresponding release to service is kept on record.



Contracting and subcontracting of maintenance

Case where a CAMO manages the continuing airworthiness of the aircraft:

- For those cases where a CAMO is managing the continuing airworthiness of the aircraft (in addition to the requirement contained in M.A.301, item 3), there is a similar requirement in M.A.708(b), paragraph 4. This means that the CAMO must have appropriate procedures to ensure compliance with this requirement.
- Furthermore, in the particular case of commercial air transport (CAT), M.A.708(c) requires the CAMO (operator's CAMO) to conclude appropriate contracts in order to ensure that all maintenance is ultimately performed by approved Part-145 organisations.



Contracting and subcontracting of maintenance

Obligation for CAT operators to conclude formal contracts with Part-145 organisations:

- The current rule (M.A.201(h)2) requires the CAT operator to be approved under Part-145 or to contract such **an** organisation. This wording may give the impression that a single contract, covering the full scope of maintenance, has to be signed between the operator and one Part-145 organisation, not being possible to sign several contracts with different Part-145 organisations.
- However, the intention of the rule has always been to allow separate contracts with different Part-145 organisations, each of them covering a specific scope of work.
- As a consequence, M.A.201(h)2 has been amended to make clear that it is possible to sign several contracts. In addition, and for consistency reasons, the following paragraphs have also been amended:
 - M.A.708(b)7, M.A.708(c), and AMC M.A.708(c), paragraphs 1 and 7.
 - M.B.701(a)4.



Contracting and subcontracting of maintenance

Obligation for CAT operators to conclude formal contracts with Part-145 organisations (continued):

- As explained before, if the CAT operator is not approved under Part-145, it is mandatory for the operator (through its CAMO) to conclude formal maintenance contracts with Part-145 organisations (M.A.708(c)), and these contracts should follow the Appendix XI to AMC M.A.708(c).
- Although this obligation is very clear in the rule (M.A.708(c)), certain lack of clarity and guidance has often led to the situation where a Part-145 maintenance organisation contracts maintenance to other Part-145 organisations or sub-contracts maintenance under its own quality system without the involvement of the operator. In addition, it is not fully clear what is the involvement of the competent authority when reviewing/approving such arrangements.



Contracting and subcontracting of maintenance

Obligation for CAT operators to conclude formal contracts with Part-145 organisations (continued):

In order to address these issues, the following amendments (AMC material) have been introduced:

- a new point 8 has been added in AMC M.A.708(c);
- point 2.3 of Appendix XI to AMC M.A.708(c) has been amended;
- point 4 of AMC M.B.701(a) has been amended;
- a new point 4 has been added in AMC M.B.702(b);
- a new point 6 has been added in AMC M.B.704(b);
- point 145.A.70(a)16 and AMC 145.A.70(a), point 5.4, have been deleted.



Contracting and subcontracting of maintenance

New point 8 in AMC M.A.708(c):

- The contract between an operator and a Part-145 organisation should be limited to maintenance within the scope of work of the Part-145 organisation.
- Nevertheless, the competent authority may accept a contract which covers maintenance not included in the scope of work of the contracted Part-145 organisation as long as the contract allows contracting out such tasks to other Part-145 organisations and such contracts are already in place. The objective is to ensure that the operator has the arrangements in place to ensure that the expected maintenance required for its fleet will be timely performed.
- Examples of contract options:
 - Example 1: The operator concludes a contract with every Part-145 organisation involved (each contract only covers tasks which are under the scope of work of the contracted Part-145 organisation) and these contracts do not allow those Part-145 organisations to contract out work to other Part-145 organisations.
 - Example 2: The operator concludes contracts with one or several Part-145 organisations (each contract only covers tasks which are under the scope of work of the contracted Part-145 organisation) and these contracts allow those Part-145 organisations to contract out certain work to other Part-145 organisations.



Contracting and subcontracting of maintenance

New point 8 in AMC M.A.708(c) (continuation):

- The contracts between the operator and the Part-145 organisations (according to paragraph 2.3 of Appendix XI to this AMC) should define, to the satisfaction of the competent authority of the operator, if and how many contract-out levels are possible, as well as the conditions for such contract-out, including the applicable coordination procedures. This is essential in order to ensure that the operator complies with its responsibilities and to define the involvement of the competent authorities (oversight), in particular when the competent authority of the operator is not the same as the competent authorities of the maintenance organisations.
- As indicated in paragraph 2.3 of Appendix XI to this AMC, the operator may also include in the contract provisions which contain the conditions under which the contracted Part-145 organisations may further sub-contract, under their quality system, work to other organisations.
- This means that the competent authority of the operator, when reviewing complex maintenance and operational arrangements should pay special attention to the way contracts ensure appropriate coordination of activities and take into account the organisational structure, interfaces, workload, procedures, roles and responsibilities across all contract/sub-contract levels.



Contracting and subcontracting of maintenance

Amended point 2.3 of Appendix XI to AMC M.A.708(c):

It has been clarified the difference between the cases where the Part-145 organisation contracted by the operator is further contracting-out and/or sub-contracting maintenance to other organisations:

Sub-contracting to a third party under the Part-145 quality system:

- This is the case where the Part-145 organisation contracted by the operator sub-contracts certain maintenance tasks to a third party, but the responsibility remains within the contracting Part-145 organisation (this Part-145 organisation must have the tasks within its scope of approval). Whether the third party is Part-145 approved or not is not relevant since the third party will be working under the quality system of the contracting Part-145 organisation and maintenance will be released under the approval of this organisation.



Contracting and subcontracting of maintenance

Amended point 2.3 of Appendix XI to AMC M.A.708(c) (continuation):

Contracting-out to another Part-145 organisation which will be releasing the maintenance under its own approval:

- This is the case where the Part-145 organisation contracted by the operator contracts-out certain maintenance tasks to another Part-145 organisation, transferring also the responsibility for the release of such tasks to the contracted Part-145 organisation. In such a case, the Part-145 organisation contracted by the operator does not have any responsibility related to the contracted-out maintenance, being the responsibility of the operator to agree with the content of such contracts and to ensure that the activities are properly coordinated.
- This contracting-out is not part of the privileges described in 145.A.75 and may only be performed with the approval of the operator. The maintenance contract between the operator and the Part-145 organisation should specify under which conditions the Part-145 approved organisation may contract-out tasks to another Part-145 organisation.



Contracting and subcontracting of maintenance

Amended point 4 in AMC M.B.701(a) “Application”:

- In the case where the contract between the operator and the Part-145 organisation allows the possibility of further contracting-out in accordance with paragraph 2.3 of Appendix XI, the operator should also provide these contracts as part of the requirement contained in M.B.701(a)4 in order to verify that all the anticipated maintenance can be properly performed.
- In the case where the operator concludes a contract with another operator in accordance with M.A.708(c), the competent authority should request a copy of the contracts between the contracted operator and the corresponding Part-145 organisations.



Contracting and subcontracting of maintenance

Amended point 4 in AMC M.B.702(b) “Initial approval”:

When evaluating and approving the maintenance contracts required by point M.A.708(c), the competent authority should place particular emphasis on the following aspects:

- The contracts cover the full scope of scheduled base and line maintenance for an appropriate period of time, as required by M.B.701(a)4. This may include the need to review the contracts in place for further contracted-out activities.
- The contracts guarantee that enough manpower is available for the planned maintenance.
- The contracts specify the coordination procedures between the different organisations.
- In the case where the operator concludes a contract with another operator of the same aircraft type in accordance with M.A.708(c), the competent authority should review the contracts between the contracted operator and the corresponding Part-145 organisations before approving the contract between the operators.



Contracting and subcontracting of maintenance

New point 6 in AMC M.B.704(b) “Continuing oversight”:

When an operator contracts maintenance to Part-145 organisations, or directly to another operator in accordance with M.A.708(c), the competent authority should be monitoring how the operator is complying with the provisions contained in the contracts, with particular attention to the way the coordination provisions are implemented.



Contracting and subcontracting of maintenance

Deleted point 145.A.70(a)16 and AMC 145.A.70(a), point 5.4:

These points related to the list of contracted organisations have been deleted in the MOE because, as explained before, contracting-out is not a privilege of the Part-145 maintenance organisation (will be covered by the contract arrangements with the operator).



Aircraft records and operator's technical log system

Aircraft continuing airworthiness records and operator's technical log system.



Aircraft records and operator's technical log system

The aircraft continuing airworthiness records and the operator's technical log system are essential elements for the determination of the airworthiness status of the aircraft, which, as already mentioned, is the responsibility of the owner/operator/CAMO.

Amended M.A.306(a):

In the case of commercial air transport, in addition to the requirements of M.A.305, an operator shall use an aircraft technical log system containing the following information for each aircraft:

1. information about each flight, necessary to ensure continued flight safety, and
2. **details of the certificate of release to service issued after any maintenance** ~~the current aircraft certificate of release to service, and~~
3. ~~the current maintenance statement giving the aircraft maintenance status,~~ **including** ~~of what scheduled and out-of-phase maintenance is next due, except that~~ **such information** ~~the competent authority may agree to the maintenance statement being~~ **may be** kept elsewhere **by the M.A. Subpart G organisation instead of being on board if it can be demonstrated that the necessary controls are in place to ensure that no required maintenance action is overdue or will become due during the next flight,** and
4. all outstanding deferred defects ~~rectifications~~ that affect the operation of the aircraft, and
5. any necessary guidance instructions on maintenance support arrangements.



Aircraft records and operator's technical log system

New M.A.306(d):

The aircraft technical log system shall be available on board the aircraft except the information described in M.A.306(a)3

New GM M.A.305(a):

A new GM M.A.305(a) has been created to clarify that the fact that the entries in the aircraft continuing airworthiness records can be delayed up to 30 days does not remove the obligation of the owner/operator/CAMO organisation to know the airworthiness status of the aircraft before each flight takes place and, in particular, the need to ensure that all the maintenance ordered has been released or properly deferred.



Regulatory Impact Assessment

Regulatory Impact Assessment (RIA)



Regulatory Impact Assessment

Critical issues for the RIA:

Of all the aspects discussed, the most critical ones from an impact perspective were the following:

- **Meaning of a Certificate of Release to Service (CRS)**

- **Option 1:** Keep the name “CRS” but clarify that it is just a certification that the maintenance requested has been completed satisfactorily and in accordance with the applicable regulations and approved procedures.
- **Option 2:** Change the name to Maintenance Release Certificate (MRC), which would make more clear the meaning.

Option 1 was selected because of the following negative impacts of Option 2:

- Possible confusion in the short/medium term because of the coexistence of both terms.
- Need for a change in the EASA Form 1.
- Impact on the Bilateral Agreements with USA and Canada.
- Impact on the existing Technical Log Books and Systems.



Regulatory Impact Assessment

- **Content and control of Job Cards**

What Job Card system should be used (operator's job cards, maintenance organisation job cards or a combination).

Extensively discussed in 2006/2007, when the Agency requested Bureau Veritas to conduct a research project on the subject.

This resulted in the publication of a study at:

<http://easa.europa.eu/document-library/research-projects/easa2006op25>

Based on the results of the study, the Agency decided not to pursue the subject at that time.

Now the Agency has decided not to address this issue in this NPA. A future decision to initiate or not a new task on the subject may be impacted by the following ongoing activities:

- Opinion 06/2013 on “Critical Maintenance Tasks”
- NPA 2014-11 on “Functions and responsibilities of support staff – link with sign-off”



Regulatory Impact Assessment

For the other issues:

- Minimum changes to the rules and more AMC/GM material.
- The objective is to address the safety issues while providing greater flexibility and minimising any possible negative impact.

As a consequence, the changes to the rules have been limited to the following:

- Explicitly mention that it is possible for the operator to contract several maintenance organisations (and not just one). See M.A.201(h)2, M.A.708(b)7, M.A.708(c) and M.B.701(a)4.
- Explicitly mention that one of the tasks required in order to ensure the airworthiness of the aircraft is the appropriate coordination of all maintenance activities when several organisations are involved. See M.A.301, item 3 and M.A.708(b), item 4.
- Clarify the requirements related to the operator's technical log system in order to make sure that the airworthiness status of the aircraft is appropriately defined, without requiring unnecessary documents (maintenance statement), and that this information may not need to be on board the aircraft if appropriate controls are in place. See M.A.306.
- Delete the point 145.A.70(a)16, related to the list of contracted organisations.



Regulatory Impact Assessment

Safety impact

- Changes in line with the Safety Recommendation 2010-072 issued by the AAIB UK in its Bulletin 9/2010.
- Should improve the coordination between the different organisations involved in the continuing airworthiness management and maintenance of aircraft, especially when complex maintenance and operational arrangements are put in place.
- In addition, the clarification that a Certificate of Release to Service (CRS) only certifies a certain maintenance and does not necessarily mean that the aircraft/component is airworthy should reduce the risk of installing components which do not meet all the airworthiness requirements.



Regulatory Impact Assessment

Environmental impact

- No environmental impact is anticipated.

Social impact

- The proposed changes do not affect the qualification requirements, authorisation process or privileges of persons and organisations, and they neither favour nor place any particular community or sector at a disadvantage.
- The proposed changes will define better the responsibilities of each party, thus improving legal certainty and reducing the possibility of facing unfair liabilities.



Regulatory Impact Assessment

Economic impact

- The level of economic impact will depend on the degree of changes the involved organisations (maintenance organisations, CAMOs and competent authorities) will have to make to their current procedures and practices.
- Impact higher for those organisations which do not have a robust system to ensure the proper coordination of continuing airworthiness management and maintenance activities. Also higher for those competent authorities which do not have adequate oversight on the contracting/sub-contracting arrangements.
- Organisations already having a robust system in place are expected to suffer a very limited economic impact.
- Nevertheless, in the long run, any negative economic impact should be compensated — if not outweighed — by the savings made from a more robust system and the reduced number of accidents/incidents and of legal disputes due to allocation of unclear responsibilities.
- Furthermore, the abolition of non-useful documents, such as the ‘maintenance statement’, the greater flexibility provided for the development of the technical log system, and the clarification of the scope of auditing expected from operators of the contracted maintenance organisations should result in a positive economic impact.



Regulatory Impact Assessment

General Aviation and proportionality issues

- Limited impact on General Aviation since most of the affected provisions are only applicable to CAT operators and to maintenance organisations maintaining those aircraft. This is the case of the provisions relating to:
 - the operators' technical log system;
 - sub-contracting continuing airworthiness management tasks by CAT operators;
 - sub-contracting and contracting provisions contained in the formal contracts concluded between CAT operators and Part-145 organisations.
- The only provisions which apply to all aircraft and types of operations, are those related to the coordination of maintenance activities and the associated responsibilities of the owner/operator/CAMO and the persons/organisations performing maintenance.
- However, no negative impact is anticipated on the General Aviation community because generally owners, operators, CAMOs, maintenance organisations and independent certifying staff involved in this category of aircraft and operations do not have to deal with complex maintenance arrangements requiring complex coordination. Furthermore, there is no requirement in the IR for the owner/operator/CAMO to conclude formal maintenance contracts for these aircraft.



Regulatory Impact Assessment

Impact on 'better regulation' and harmonisation

The proposed changes are expected to have a positive impact on the level playing field between organisations located in different countries, in particular with regard to:

- the possibility for the operator to contract more than one maintenance organisation;
- the options allowed for the contractual arrangements between operators and maintenance organisations;
- the level of oversight of the different competent authorities of those contractual arrangements; and
- the expected content of the technical log system and when it is not necessary for it to be on board.

In addition, the proposed changes are expected to provide better legal certainty, in particular with regard to the allocation of responsibilities in case of an accident/incident.