This document is a checklist used to record and declare compliance with CAR OPS 3 Subpart M and any other additional requirements of the San Marino CAA for the approval of an Operator’s maintenance system.

The CAP 02 Section must be completed for those applicants wishing to use a Continuing Airworthiness Management organisation as part of their maintenance system approval.

This document is based on CAR OPS 3, Rev 05 dated 1 July 2018. Note: An amendment bar indicates that there is either a new requirement or the existing requirement/AMC has been amended. There are no differences in CAR OPS 3 Subpart M between Rev 04 and Rev 05.

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| **1. OPERATOR DETAILS** | |
| Name of Operator: |  |
| AOC Ref. No.: |  |
| Postholder for Maintenance (Name): |  |
| MME Ref. No. and Issue/Rev Status: |  |

| **CAR OPS 3 SUBPART M COMPLIANCE STATEMENT** | | | |
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| **CAR OPS 3 Subpart M** | | **Compliance Notes** | **MME Ref.** |
| **3.890 Maintenance Responsibility** | | | |
| (a) The operator shall ensure the airworthiness of the helicopter and the serviceability of both operational and emergency equipment by (See AMC OPS 3.890(a)):   1. The accomplishment of pre-flight inspections (See AMC OPS 3.890(a)(1)); 2. The rectification to an approved standard of any defect and damage affecting safe operation, taking into account   the minimum equipment list and configuration deviation list if available for the helicopter type *(See AMC OPS*  *3.890(a)(2));* | |  |  |
| 1. The accomplishment of all maintenance in accordance with the approved operator’s helicopter maintenance programme specified in OPS 3.910 (See AMC OPS 3.890(a)(3)); 2. The analysis of the effectiveness of the operator’s approved helicopter maintenance programme (See AMC OPS 3.890(a)(4)); 3. The accomplishment of any operational directive, airworthiness directive and any other continued airworthiness requirement made mandatory by the Authority. (See IEM OPS 3.890(a)(5)); and   The accomplishment of modifications in accordance with CAR 21 Subpart C and, for non-mandatory modifications, the establishment of an embodiment policy. (See AMC OPS 3.890(a)(6).)   1. The accomplishment of modifications in accordance with CAR 21 Subpart C and, for non-mandatory modifications, the establishment of an embodiment policy. (See AMC OPS 3.890(a)(6).) | |  |  |
| (b) The operator shall ensure that the Certificate of Airworthiness for each Helicopter operated remains valid in respect of:   1. The requirements in sub-paragraph (a) above; 2. Any calendar expiry date specified in the certificate; and 3. Any other maintenance condition specified in the certificate. 4. The requirements specified in subparagraph (a) above must be performed in accordance with procedures acceptable to the Authority. | |  |  |
| (c) Except as provided for in paragraph OPS 3.890(d), the airworthiness directives applicable under these regulations are those airworthiness directives or equivalent mandatory continued airworthiness requirements:   1. prescribed for that aircraft or product by the State of type certification to which the Type Acceptance Certification refers; and 2. any prescribed by the state of certification of an applicable approved design change. | |  |  |
| (d) Compliance with alternative or additional airworthiness directives may be required as a condition of issue or continuity of the Type Acceptance Certificate. | |  |  |
| **3.895 Maintenance Management** | | | |
| (a) The operator must be appropriately approved in accordance with CAR 145 to perform the maintenance as specified in OPS 3.890(a)(2), (3), (5) and (6) except when the Authority is satisfied that the maintenance can be contracted to an appropriate CAR 145 approved organisation or an organisation accepted in accordance with CAR GEN.010(a). Helicopter base and scheduled line maintenance and engine maintenance contracts, together with all amendments, must be acceptable to the Authority. The Authority does not require the commercial elements of a maintenance contract. (See AMC OPS 3.895(a)) | |  |  |
| (b) The operator must employ a person or group of persons acceptable to the Authority to ensure that all maintenance and continuing airworthiness functions are carried out on time to an approved standard such that the maintenance responsibility requirements prescribed in OPS 3.890 are satisfied. The person, or senior person as appropriate, is the nominated postholder referred to in OPS 3.175(i)(2). The nominated postholder for maintenance is also responsible for any corrective action resulting from the quality monitoring of OPS 3.900(a). (See AMC OPS 3.895(b)) | |  |  |
| (c) The Nominated Postholder for Maintenance should not be employed by a CAR 145 approved/accepted Organisation under contract to the operator, unless specifically agreed by the Authority. (See AMC OPS 3.895(c)). | |  |  |
| (d) When an operator does not employ sufficient qualified, competent people to carry out the continuing airworthiness requirements specified in OPS 3.890(a)(2), (3), (5) and (6), arrangements must be made with an organisation acceptable to the Authority to carry out these requirements. Except as otherwise specified in paragraphs (e), (f) and (g) below, the arrangement must be in the form of a written contract between the operator and the organisation accepted by the Authority detailing the functions specified in OPS 3.890(a)(2), (3), (5) and (6) and defining the support of the quality functions of OPS 3.900. (See AMC OPS 3.895(d)) | |  |  |
| (e) Notwithstanding paragraph (d) above, the operator may have a contract with an organisation, provided that;   1. for helicopter or engine continuing airworthiness contracts, the contracted organisation is a CAR OPS 3 operator of the same type of helicopter, or an organisation acceptable to the Authority, 2. all maintenance is ultimately performed by an approved/accepted organisation under CAR 145; 3. such a contract details the functions specified in OPS 3.890(a)(2), (3), (5) and (6) and defines the support of the quality functions of OPS 3.900, 4. the contract, together with all amendments, is acceptable to the Authority. The Authority does not require the commercial elements of a maintenance contract. (See AMC OPS 3.895(e)) | |  |  |
| (f) Notwithstanding paragraph (a) above, in the case of a helicopter needing occasional line maintenance, the contract may be in the form of individual work orders to the Maintenance Organisation. (See IEM OPS 3.895(f & g)) | |  |  |
| (g) Notwithstanding paragraph (a) above, in the case of helicopter component maintenance, including engine maintenance, the contract may be in the form of individual work orders to the Maintenance Organisation. (See IEM OPS 3.895(f & g)) | |  |  |
| (h) The operator must provide suitable office accommodation at appropriate locations for the personnel specified in sub-paragraph (b) above. (See AMC OPS 3.895(h)) | |  |  |
| **3.900 Quality System**  *(See AMC OPS 3.900)*  *(See IEM OPS 3.900)* | | | |
| (a) For maintenance purposes, the operator’s Quality System, as  required by OPS 3.035, must additionally include at least the following functions:   1. Monitoring that the activities of OPS 3.890 are being performed in accordance with the accepted procedures; 2. Monitoring that all contracted maintenance and continuing airworthiness tasks are carried out in accordance with the contract; and 3. Monitoring the continued compliance with the requirements of this Subpart. |  | |  |
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| (b) Where the operator is approved in accordance with CAR 145, the Quality System may be combined with that required by CAR 145. |  | |  |
| **3.905 Operator’s Maintenance Management Exposition**  *(See Appendix 1 to AMC OPS 3.905(a)*  *(See Appendix 2 to AMC OPS 3.905(a)* | | | |
| (a) The operator shall provide, for the use and guidance of maintenance and operational personnel concerned, a Maintenance Management Exposition, the design of which shall observe Human Factors principles. | |  |  |
| (b) The operator shall ensure that the Maintenance Management Exposition;   1. is amended as necessary to keep the information contained therein up to date. 2. amendments are furnished promptly to all organizations or persons to whom the manual has been issued. 3. is provided to the Authority, together with all amendments and/or revisions to it and the operator shall incorporate in it such mandatory material as the Authority may require. | |  |  |
| (c) The operator must provide an operator’s Maintenance Management Exposition containing details of the organisation structure (See AMC OPS 3.905(a)) including:   1. The nominated postholder responsible for the maintenance system required by OPS 3.175(i)(2) and the person, or group of persons, referred to in OPS 3.895(b); 2. The procedures that must be followed to satisfy the maintenance responsibility of OPS 3.890 and the quality functions of OPS 3.900, except that where the operator is appropriately approved as a maintenance organisation in accordance with CAR 145, such details may be included in the CAR 145 exposition. | |  |  |
| (d) The operator’s maintenance management exposition and any subsequent amendment must be approved by the Authority. | |  |  |
| **3.910 Operator’s Helicopter Maintenance Programme** | | | |
| (a) The operator must ensure that the helicopter is maintained in accordance with the approved helicopter maintenance programme. The maintenance programme must contain details, including frequency, of all maintenance required to be carried out. The maintenance programme will be required to include a reliability programme when the Authority determines that such a reliability programme is necessary. (See AMC OPS 3.910(a)) | |  |  |
| (b) The operator shall provide, for the use and guidance of maintenance and operational personnel concerned, a maintenance programme, approved by the Authority, containing the following information;   1. maintenance tasks and the intervals at which these are to be performed, taking into account the anticipated utilization of the helicopter; 2. when applicable, a continuing structural integrity programme; 3. procedures for changing or deviating from (1) and (2) above; and 4. when applicable, condition monitoring and reliability programme descriptions for aircraft systems, components and engines. | |  |  |
| (c) Maintenance tasks and intervals that have been specified as mandatory in approval of the type design shall be identified as such. | |  |  |
| (d) The design and application of the operator’s maintenance programme shall observe Human Factors principles. | |  |  |
| (e) Copies of all amendments to the maintenance programme shall be furnished promptly to all organizations or persons to whom the maintenance programme has been issued. | |  |  |
| (f) The operator’s approved helicopter maintenance programme must be subject to periodic reviews and amended when necessary. The reviews will ensure that the maintenance programme continues to be valid in light of operating experience whilst taking into account new and/or modified maintenance instructions promulgated by the Type Certificate holder. (See AMC OPS 3.910(b)) | |  |  |
| (g) The operator’s approved helicopter maintenance programme must reflect applicable mandatory regulatory requirements addressed in documents issued by the Authority and Type Certificate holder to comply with aircraft certification requirements. (See AMC OPS 3.910 (c)). | |  |  |
| (h) An operator’s helicopter maintenance programme and any subsequent amendment must be approved by the Authority, as the State of Registry. (See AMC OPS 3.910(d)) | |  |  |
| (i) The periods prescribed by the Authority’s approved maintenance programme may be varied by the operator provided that such variations are within the limits specified in OPS 3.910 (j). Variations are only permitted when the periods prescribed by the maintenance programme, or documents in support of the maintenance programme, cannot be complied with due to circumstances which could not reasonably have been foreseen by the operator. Particulars of every variation so made shall be entered in the appropriate aircraft records. | |  |  |
| (j) The permitted variations to the maintenance programme in accordance with OPS 3.910(e) are;   1. Items Controlled by Flying Hours:   - 5000 flying hours or less; 10%  - More than 5000 flying hours; 500 flying hours   1. Items Controlled by Calendar Time:   - 1 year or less: 10% or 1 month, whichever is the lesser  - More than 1 year but not exceeding 3 years: 2 months  - More than 3 years: 3 months   1. Items Controlled by Landing/Cycles:   - 500 landings/cycles or less: 10% or 25 landings/cycles, whichever is the lesser | |  |  |
| **3.915 Helicopter Technical Log**  *(See AMC OPS 3.915)* | | | |
| (a) An operator must use a helicopter technical log system containing the following information for each helicopter:   1. the name of the operator; and 2. the registration and designation of the aircraft; and 3. record of aircraft utilisation including total time (daily, hours, cycles sectors) as applicable including those cycles, such as landings, pressure cycles, engine power ranges, which affect the life of an aircraft or component; and 4. records of ground de-icing/anti-icing, including duration and type of fluid applied; and 5. records of fuel and oil; and 6. the maintenance status of the aircraft, the identity of the next scheduled inspection, including date/hours/cycles at which any other out of phase maintenance/inspection is required; and 7. any defects or abnormal occurrences found by the pilot during or following a flight; and details of rectification of defects occurring between scheduled inspections including the certificate of release to service for any rectification; and | |  |  |
| 1. details of any deferred rectification including any inoperative equipment with which the aircraft is permitted to be flown under the applicable CARs relating to the operation of the aircraft; and 2. records for special operations such as AWOPs; and 3. the information required by the applicable CARs relating to the operation of the aircraft; and 4. Any necessary maintenance support information for the pilot; and 5. the pre-flight inspection signature. | |  |  |
| (b) The content of the technical log may be altered from that in this regulation if alternative methods of recording this data acceptable to the Authority are used. | |  |  |
| (c) The technical log shall be kept in hard copy form or in electronic coded form provided that this form allows for the preservation and retrieval of information. | |  |  |
| (d) The helicopter technical log system and any subsequent amendment must be approved by the Authority. | |  |  |
| **3.920 Maintenance Records**  *(See AMC OPS 3.920)* | | | |
| (a) An operator shall ensure that the helicopter technical log is retained for 24 months after the date of the last entry. | |  |  |
| (b) The operator shall ensure that a system has been established to keep, in a form acceptable to the Authority, the following records for the periods specified:   1. All detailed maintenance records in respect of the helicopter and any helicopter component fitted thereto – 24 months after the helicopter or helicopter component was released to service; 2. The total time and flight cycles as appropriate, of the helicopter and all life limited helicopter components – 12 months after the helicopter has been permanently withdrawn from service; | |  |  |
| 1. Time and flight cycles as appropriate, since last overhaul of the helicopter or helicopter component subjected to an overhaul life – Until the helicopter or helicopter component overhaul has been superseded by another overhaul of equivalent work scope and detail; 2. The current helicopter inspection status such that compliance with the approved operator’s helicopter maintenance programme can be established – Until the helicopter or helicopter component inspection has been superseded by another inspection, of equivalent work scope and detail; 3. The current status of airworthiness directives applicable to the helicopter and helicopter components – 12 months after the helicopter has been permanently withdrawn from service; and 4. Details of current modifications and repairs to the helicopter, engine(s), propeller(s) and any other helicopter component vital to flight safety – 12 months after the helicopter has been permanently withdrawn from service. (See IEM OPS 3.920(b)(6)) 5. The current status of the helicopter’s compliance with the maintenance programme; and 6. The detailed maintenance records to show that all requirements for the signing of a maintenance release have been met. 7. The records in (b)(1) to (6) shall be kept for a minimum period of 90 days after the unit to which they refer has been permanently withdrawn from service, and the records (b)(8) for a minimum period of one year after the signing of the maintenance release. | |  |  |
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| (c) In the event of a temporary change of operator, the records shall be made available to the new operator. In the event of any permanent change of operator, the records shall be transferred to the new operator. (See AMC OPS 3.920(c)). | |  |  |
| **3.930 Continued Validity of the Air Operator Certificate in Respect of the Maintenance System**  *(See IEM OPS 3.930)* | | | |
| (a) The operator must comply with OPS 3.175 and OPS 3.180 to ensure continued validity of the air operator’s certificate in respect of the maintenance system. | |  |  |
| **3.935 Equivalent Safety Case**  *(See IEM OPS 3.935)* | | | |
| (a) The operator shall not introduce alternative procedures to those prescribed in this Subpart unless needed and an equivalent safety case has first been approved by the Authority. | |  |  |
| **3.937 Continuing Airworthiness** | | | |
| (a) The operator of a helicopter over 5 700 kg maximum certificated take-off mass shall monitor and assess maintenance and operational experience with respect to continuing airworthiness and provide the information as prescribed by the Authority and report through the system specified in CAR GEN.205(f) and (g). | |  |  |
| (b) The operator of a helicopter over 5 700 kg maximum certificated take-off mass shall obtain and assess continuing airworthiness information and recommendations available from the organization responsible for the type design and shall implement resulting actions considered necessary in accordance with a procedure acceptable to the Authority. | |  |  |
| **CAP 02 - AOC OPERATORS’ WITH SUB-CONTRACTED CONTINUING AIRWORTHINESS MANAGEMENT SUBPART M SUPPORT**  This section is applicable only if the operator sub-contracts any continuing airworthiness management tasks. Reference must be made to CAP 02 for CAA policies and guidance.  If not applicable just complete Item 1. Below to record this and the remainder of this section left blank | | | |
| 1. Does the operator sub-contract continuing airworthiness management functions? | | Yes  No |  |
| 1. If CAW management tasks are sub-contracted who are the tasks sub-contracted to? | | Name: |  |
| 1. Where arrangements are made with more than one organisation has the Operator adequate co-ordination controls in place and that the individual responsibilities are clearly defined in related contracts. | | Yes  No  N/A  Comments: |  |
| 1. (a) Does the operator employ a person or group of persons who are trained and competent in the disciplines associated with CAR OPS 1/3 Subpart M?    1. Are the persons able to determine what maintenance is required, when it is to be performed, by whom and to what standard such that they can actively control the standards of the sub-contracted continuing airworthiness management services and ensure the continued airworthiness of the aircraft being operated? | | Yes  No  Comments: |  |
| Yes  No  Comments: |  |
| 1. Does the operator have acceptable procedures to control the management of the arrangements with the sub-contracted organisation? | | Yes  No  Comments: |  |
| 1. Does the operator have a contract with the sub-contracted continuing airworthiness organisation? | | Yes  No  Comments: |  |
| 1. Does the contract specify that the Continuing Airworthiness Management Organisation is responsible to inform the operator, who in turn is responsible for notifying the CAA of any subsequent changes that affect their ability to support the contract? | | Yes  No  Comments: |  |
| 1. If the sub-contracted Continuing Airworthiness Management Organisation developed its own procedures to manage the functions, are these compatible with CAR OPS 1/3 operator’s MME, the terms of the contract and acceptable to the CAA? | | Yes  No  N/A  Comments: |  |
| 1. If the sub-contracted Continuing Airworthiness Management Organisation has developed its own procedures, are these cross referenced in the operators MME? | | Yes  No  N/A  Comments: |  |
| 1. If the sub-contracted Continuing Airworthiness Management Organisation has developed its own procedures is an up to date copy of the relevant procedures kept by the operator and available to the CAA for review when requested? | | Yes  No  N/A  Comments: |  |
| 1. Does the contract specify that procedures developed by the sub-contracted Continuing Airworthiness Management Organisation may only be amended with the agreement of the operator being responsible for ensuring that such amendment satisfy the needs of their MME and compliance with CAR OPS 1/3 Subpart M? | | Yes  No  N/A  Comments: |  |
| 1. Has the operator nominated in their MME who will be responsible for continued monitoring and accepting or not subsequent amendments of the sub-contracted organisation’s procedures? | | Yes  No  N/A  Comments: |  |
| 1. Does the operator’s personnel have access to all relevant data to fulfil their responsibilities? | | Yes  No  N/A  Comments: |  |
| 1. Does the operator ensure that the sub-contracted Continuing Airworthiness Management Organisation has and continues to have sufficient resources to perform the sub-contracted functions while in compliance with the relevant procedures? | | Yes  No  N/A  Comments: |  |
| 1. Does the contract provide for CAA access and their monitoring/auditing? | | Yes  No  N/A  Comments: |  |
| 1. Does the contract address the operator’s responsibility to ensure that any Findings arising from the CAA’s monitoring of the arrangements will be remedied to the satisfaction of the CAA? | | Yes  No  N/A  Comments: |  |
| 1. Does the contract specify the type of aircraft and their registrations, engine types and/or components subject to the continuing airworthiness management services? | | Yes  No  N/A  Comments: |  |
| 1. If the operator has subcontracted the preparation of the draft Maintenance Programme and any subsequent amendments, do the relevant procedures specify that the operator is responsible for assessing the draft proposals to determine it meets their needs and obtaining CAA approval | | Yes  No  N/A  Comments: |  |
| 1. Does the contract stipulate that any data necessary to substantiate the approval of the maintenance programme should be provided for the operator’s agreement and the CAA upon request? | | Yes  No  N/A  Comments: |  |
| 1. Where the collection of data and initial assessment of the effectiveness of the Maintenance Programme is made by the sub-contracted Continuing Airworthiness Management Organisation, are the required actions endorsed by the operator? | | Yes  No  N/A  Comments: |  |
| 1. Does the MME specify the participation of the operator in reliability meetings with the sub-contracted Continuing Airworthiness Management Organisation? | | Yes  No  N/A  Comments: |  |
| 1. Do the procedures state that any variations to the Maintenance Programme must have the agreement of the operator and the operator has to apply for any variations outside of the scope allowed by the operator in the approved Maintenance Programme? | | Yes  No  N/A  Comments: |  |
| 1. Where the Continuing Airworthiness Management Organisation plans and defines what maintenance is to be performed, do the procedures adequately specify the operator’s involvement? Refer to CAP 02 paragraph 31, Appendix A Item A6 for examples. | | Yes  No  N/A  Comments: |  |
| 1. Does the operator’s quality system monitor the adequacy of the sub-contracted Continuing Airworthiness Management Organisation’s arrangements for compliance with the contract and CAR OPS 1/3 Subpart M? | | Yes  No  N/A  Comments: |  |
| 1. Has the operator specified the maintenance data, together with the responsibility for providing the data, for the purpose of the contract? | | Yes  No  N/A  Comments: |  |
| 1. Does the operator ensure that maintenance data including revisions are readily available to both the operator’s maintenance management personnel and the sub-contracted Continuing Airworthiness Management Organisation who may be required to access such data? | | Yes  No  N/A  Comments: |  |
| 1. Because the operator is responsible for timely embodiment of applicable ADs, does the operator have clear procedures to ensure that the operator agrees to any proposed means of compliance by the sub-contracted Continuing Airworthiness Management Organisation? | | Yes  No  N/A  Comments: |  |
| 1. Do the relevant procedures to ensure compliance with ADs say what information, e.g AD publications, maintenance records, flight hours/cycles etc the sub-contracted Continuing Airworthiness Management Organisation requires from the operator? | | Yes  No  N/A  Comments: |  |
| 1. Do the relevant procedures to ensure timely compliance with ADs say what information, e.g. AD planning listing, detailed engineering order etc that the sub-contracted Continuing Airworthiness Management Organisation requires from the operator? | | Yes  No  N/A  Comments: |  |
| 1. If the sub-contracted Continuing Airworthiness Management Organisation reviews and makes recommendations about non-mandatory material such as SBs etc, does the contract and procedures specify who provides the material to be reviewed and that the operator is required to analyse the review and recommendation for their agreement? | | Yes  No  N/A  Comments: |  |
| 1. Where the sub-contracted Continuing Airworthiness Management Organisation performs planning activities does the contract and procedures specify that the organisation must be in receipt of the current flight hours, cycles and/or calendar control details as applicable? | | Yes  No  N/A  Comments: |  |
| 1. If the operator contracts the sub-contracted Continuing Airworthiness Management Organisation to perform the on-wing engine health monitoring, does the contract and procedures ensure that they are in all the relevant information to perform this task and specify what kind of feedback is provided to the operator? | | Yes  No  N/A  Comments: |  |
| 1. If the operator has sub-contracted the day-today control of technical log deferred defects to the sub-contracted Continuing Airworthiness Management Organisation is this specified in the contract and adequately described in the appropriate procedures? | | Yes  No  N/A  Comments: |  |
| 1. Does the operator have adequate procedures and liaison with the sub-contracted Continuing Airworthiness Management Organisation procedures to ensure that any incidents and occurrences that are required to be reported to the CAA are done within the required time? | | Yes  No  N/A  Comments: |  |
| 1. Does the MME and contract describe where the aircraft and continuing airworthiness records are kept and say how the operator is ultimately responsible for them? | | Yes  No  N/A  Comments: |  |
| 1. Do the procedures describe how the operator is provided with the status of the current and applicable AD compliance and life limited components? | | Yes  No  N/A  Comments: |  |
| 1. Does the operator have unrestricted and timely access to the original records or if not, by on-line access to the appropriate information systems? | | Yes  No  N/A  Comments: |  |
| 1. Do the procedures say that regardless of who proposes a Flight Test/Check Flight, the flight test must be agreed by the operator? | | Yes  No  N/A  Comments: |  |
| 1. Does the contract and MME say what meetings are held and when held between the operator and the sub-contracted Continuing Airworthiness Management Organisation such that the operator can exercise its responsibility for ensuring the airworthiness of the aircraft operated? Reference should be made to CAP 02 paragraph 31 Appendix A Item A18. | | Yes  No  N/A  Comments: |  |

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| **2. OPERATOR COMPLIANCE STATEMENT**  I herewith confirm correctness of the compliance statement and I accept that any false claims identified during their subsequent inspection may result in suspension of the AOC process. | | | |
| Date: |  | | |
| Name of Maintenance Postholder: |  | Signature of Maintenance Postholder: |  |
| **3. COMMENTS** | | | |
| **COMMENTS:** | | | |