



**REPUBLIC of SAN MARINO
CIVIL AVIATION AUTHORITY**

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Information Circular No. 05 Issue 05

CERTIFICATE OF AIRWORTHINESS PERIODS OF VALIDITY

This circular provides information regarding changes to the regulations that allow for a privately operated aircraft to have a Certificate of Airworthiness (C of A) for a period of validity exceeding 12 months.

From 01 October 2015 a General Aviation aircraft may qualify for a C of A valid for 24 months provided it satisfies the CAA as to its arrangements for the management of continuing airworthiness. Suitable arrangements for the maintenance of aircraft must be established by a suitable contract with an approved continuing airworthiness management organisation acceptable to the Authority. Such contracts must be for a minimum of twelve months duration and submitted to the Authority with the Airworthiness Review Declaration in accordance with CAR GEN.161.

Reference should be made to CAR AIR, CAR GEN Subpart E and CAP 02 for the details of acceptance of the arrangements.

From 01 October 2015 the maximum period of validity for the issue of a C of A will be 24 months.

For those aircraft currently with a C of A valid for 36 months these are “grandfathered” provided continued compliance with CAR AIR.57 and CAR GEN Subpart E is demonstrated as previously required.

The standard contract with an NAA approved continuing airworthiness management organisation is not normally appropriate for a San Marino registered aircraft. For example, the EASA Part M Appendix I Continuing Airworthiness Arrangements sample contract refers to the EASA regulations and not the San Marino regulations. It is obviously important that the agreement with the continuing airworthiness management organisation commits them to complying with the San Marino regulations. It should be noted that the operator’s Airworthiness Coordinator must be somebody from within the continuing airworthiness management organisation, normally the Manager for Continuing Airworthiness, the Postholder for Continuing Airworthiness or their Deputy.

Appendix I to this Information Circular is a sample contract/arrangement that should be used for San Marino registered aircraft. Additional things may be included provided they do not conflict with the template articles, all of which must be included. It is very similar to an NAA continuing airworthiness management organisation’s sample contracts but is specific for San Marino registered aircraft. A copy of the arrangement should be sent by the owner/operator to the CAA once it has been signed by both parties and available at the time of CAA inspections of the aircraft. A Microsoft Word version of Appendix I is available from the San Marino Aircraft Registry upon request.

Yours truly,


Eng. Marco Conti
Director General

01 October 2019





APPENDIX I TO INFORMATION CIRCULAR No. 05 Issue 05

CONTINUING AIRWORTHINESS MANAGEMENT AGREEMENT
(in accordance with San Marino CAR AIR Subpart B)

Between

Quote the name and address of the owner or operate who is making this agreement.

Note: Reference should be made to CAR DEF for the definition of an Operator of GA aircraft

And

Quote the name, address and the NAA approval reference number of the Continuing Airworthiness Management Organisation.

Note: Reference should be made to CAP 02 for the CAMOs that are acceptable to the San Marino CAA



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1. SCOPE OF WORK

1.1 Airframe(s)

This agreement is applicable to the aircraft as applicable below:

Make/Model	Serial Number	Registration
<i>Quote make and model</i>	<i>Quote aircraft serial number</i>	<i>Quote registration mark (T7-)</i>

1.2 Agreement

The owner/operator entrusts to *quote the name of the CAMO*, herein after referred to as the CAMO, the management of the continuing airworthiness of the aircraft in accordance with the regulations set forth in the applicable San Marino CAR AIR and other regulations mandated by the San Marino Civil Aviation Authority.

According to this agreement both signatories undertake to follow the respective obligations of the agreement.

The owner/operator certifies to the best of their belief that all the information given to *quote the name of the CAMO* concerning the continuing airworthiness of the aircraft is, and will, be accurate and that the aircraft will not be altered without prior approval of *quote the name of the CAMO*.

In the case of termination of this agreement, the owner/operator undertakes to inform the CAA at the earliest opportunity.

2. OBLIGATIONS OF THE CAMO

2.1 General

To respect the conditions of the San Marino CAA and CAR AIR to maintain the continuing airworthiness of the aircraft as listed below.

- 2.2.1 Ensure the development and control of the San Marino accepted maintenance programme including any applicable reliability programme to ensure effective continued airworthiness of the applicable aircraft.
- 2.2.2 Manage the approval of modification and repairs.
- 2.2.3 Ensure that all maintenance is carried out in accordance with the San Marino accepted maintenance programme.
- 2.2.4 Ensure that all maintenance work is released to service in accordance with CAR GEN and the requirements of the San Marino CAA.
- 2.2.5 Ensure that all applicable airworthiness directives and any other applicable mandatory continuing airworthiness requirements are complied with within the prescribed period.



- 2.2.6 Ensure that all defects discovered during scheduled maintenance or reported by the Flight Crew are corrected by a San Marino approved or accepted maintenance organisation or other person acceptable to the San Marino CAA.
- 2.2.7 Coordinate scheduled maintenance, the application of airworthiness directives, the replacement of service life limited parts and component inspections to ensure the work is properly performed.
- 2.2.8 Manage and store all continuing airworthiness records including the owner/operator's Technical Log.
- 2.2.9 Ensure that up-to date mass records are maintained that reflects the approved configuration of the aircraft.
- 2.2.10 Manage the certificate of airworthiness renewal process.
- 2.2.11 Promptly send copies of any airworthiness relevant forms, documents or certificates to the San Marino CAA.
- 2.2.12 Carry out any mandatory reporting required by CAR GEN Subpart F, including any airworthiness related investigations.
- 2.2.13 Inform the San Marino CAA whenever the present arrangement has not been respected or is denounced by either party.
- 2.2.14 Accept the responsibilities and appointment of being the owner's Airworthiness Coordinator as required by CAR AIR Subpart B.
- 2.2.15 Ensuring that the aircraft, including its airframe, engine(s), propellers, appliances, emergency equipment and operational equipment is maintained in an airworthy condition.
- 2.2.16 Repetitive defects are identified and controlled.
- 2.2.17 Procedures are in place for the notification of any MEL/CDL limitations to the operating crew.
- 2.2.18 Procedures are in place for the subsequent control, of required MEL/CDL rectification intervals.
- 2.2.19 Ensuring that there are suitable arrangements for the receipt of all relevant continuing airworthiness information published by the Type Design Organisation's for the aircraft and any applicable accomplished major design change.
- 2.2.20 Any required technical and reliability assessments are undertaken and reports of aircraft continuing airworthiness status are made and are available to the San Marino CAA upon their request.
- 2.2.21 Applicable continuing airworthiness data is reviewed for the determination of any required actions to be taken and records of such reviews are maintained.
- 2.2.22 Ensuring that repairs are carried out in accordance with CAR 21, Subpart M.



- 2.2.23 Design changes are carried out and approved in accordance with CAR 21 Subpart C and any continuing airworthiness requirements arising from them are incorporated in the aircraft maintenance programme.
- 2.2.24 Any applicable continued airworthiness data is made available to those involved in the maintenance of the aircraft.
- 2.2.25 The procedures prescribed in the owner/operator's Maintenance Control Manual are complied with.
- 2.2.26 Any required technical dispatch procedures for special operations approved by the San Marino CAA are complied with.
- 2.2.27 For any aircraft having systems utilising Field Loadable Software and Database Field Loadable Data, controlling procedures are in place to ensure that:
- (1) Field Loadable Software uploads are accomplished in accordance with the approval requirements of CAR 21 Subpart C, and
 - (2) Database Field Loadable Data is controlled and transferred in accordance with the equipment manufacturer's instructions.
- 2.2.28 Continued airworthiness records are maintained in accordance with CAR AIR Subpart D.
- 2.2.29 Arrangements are made for technical liaison with applicable type design organisations, operators and maintenance organisations to address any airworthiness issues such as faults, malfunctions, defects, any required inspection task reporting and inaccurate/misleading airworthiness data.
- 2.2.30 Liaison meetings are held in compliance with any applicable reliability monitoring programme requirement.

3. OBLIGATIONS OF THE OWNER/OPERATOR

3.1 General

To respect the conditions of the San Marino CAA and CAR AIR to maintain the continuing airworthiness of the aircraft as listed below.

- 3.1.1 Transfer of aircraft continuing airworthiness records to the CAMO.
- 3.1.2 Provide the CAMO with access to all aircraft specific data relevant for continuing airworthiness management such as technical manuals, STC and modification data and access to the manufacturer's support services as applicable and appropriate.
- 3.1.3 Have a general understanding of the San Marino CAA accepted maintenance programme and the responsibilities of its use.
- 3.1.4 Have a general understanding of San Marino regulations and requirements.



- 3.1.5 Present the aircraft to the approved maintenance organisation at the due time advised by the CAMO.
- 3.1.6 Not to modify the aircraft without first consulting the CAMO.
- 3.1.7 Not to perform any maintenance or repair without the knowledge and control of the CAMO.
- 3.1.8 Report to the CAMO, through Technical Log Book all and any defects found during operations.
- 3.1.9 Inform the CAMO on a regular basis about the aircraft flying hours, cycles and any other utilisation data as agreed with the CAMO.
- 3.1.10 Inform the San Marino CAA whenever the present arrangement has not been respected or is denounced by either party.
- 3.1.11 Inform the San Marino CAA and the CAMO whenever the aircraft is sold, transferred, registration changed or the operator has changed.
- 3.1.12 Carry out all mandatory occurrence reporting, in conjunction with the CAMO when appropriate.

4. ACCEPTANCE OF THE AGREEMENT

<i>quote the name of the owner or operator</i>		<i>quote the name of the CAMO</i>	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

5. DURATION OF THE AGREEMENT

This agreement is valid from *quote the date the agreement commences* until *quote the date the agreement ends*.

Note: The agreement must be for a minimum of twelve months from the anniversary of the aircraft C of A issue or renewal.