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| **AGREEMENT****BETWEEN****GALAXY AEROSPACE (M) SDN. BHD.****(CAMO)****(Company No: 1040262-D)****AND****MYCOPTER AVIATION SERVICES SDN. BHD.****(AMO)****(Company No:** **XXXXX)****FOR****AIRCRAFT MAINTENANCE SUPPORT****AGREEMENT REFERENCE:****GAM/MYCAS/AMO/EC120B/9M-HFA/2022/XX****DATED: DD MM YYYY** |

**THIS AIRCRAFT MAINTENANCE SUPPORT AGREEMENT** is made on the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BETWEEN

**GALAXY AEROSPACE (M) SDN BHD** (Co. Registration No: 1040262-D) a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Suite 11-14, Helicopter Centre, Malaysia International Aerospace Centre, Sultan Abdul Aziz Shah Airport, 47200 Subang, Selangor, Malaysia (hereinafter referred to as “**GAM CAMO**”) of the one part;

**AND**

**MYCOPTER AVIATION SERVICES SDN. BHD.** (Co. Registration No: XXXX) a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Lot 10, Helicopter Center, Sultan Abdul Aziz Shah Airport, 47200 Subang, Selangor Darul Ehsan, Malaysia (hereinafter referred to as “**MYCAS AMO**”) of the one part;

**WHEREAS**

**HELANG FLYING ACADEMY SDN. BHD. (HFA)** is the owner and operator of the aircraft as listed in Attachment 1 of this agreement (together with all parts and equipment thereof hereinafter collectively referred to as “**the Helicopter**”).

This Agreement is to define the obligations of the signatories between **GAM CAMO** as the Continuing Airworthiness Management Organisation (CAMO) and **MYCAS AMO** as the Approved Maintenance Organisation (AMO) for **the Helicopter.**

This Agreement is to define the obligations of the signatories required by Civil Aviation Authority Malaysia (CAAM) and bears no commercial significance.

NOW, THEREFORE, **GAM CAMO** AND **MYCAS AMO**, FOR THE CONSIDERATION HEREINAFTER SET FORTH, AS GUIDED BY CAAM CIVIL AVIATION DIRECTIVE 6801, 6802 and 8601 HEREBY AGREED AS FOLLOWS: -

# CLAUSE 1 SCOPE OF WORK

* 1. **MYCAS AMO** – Approved Maintenance Organisation to provide base and line maintenance services and technical support on **the Helicopter** in accordance with the CAAM Approved Maintenance Program.
	2. **GAM CAMO** – is the service provider appointed by LH for Continuing Airworthiness Management Organisation (CAMO) of **the Helicopters** to manage compliance with the airworthiness requirements and shall at all times bear the overall engineering and operational responsibility for the Aircraft (including engines and other components) towards the CAAM.

# CLAUSE 2 LOCATION OF MAINTENANCE

* 1. The maintenance services under this Agreement shall primarily be performed at location at which **MYCAS AMO** is approved to perform such task as defined in the MOE associated to CAAM approval no. AMO/2016/40 at:

Lot 1 & 2, Helicopter Center,

Sultan Abdul Aziz Shah Airport,

47200 Subang,

SELANGOR DARUL EHSAN

* 1. **GAM CAMO** shall, pursuant to this Agreement, deliver the Helicopter to the place.
	2. For any maintenance work required to be performed outside facility listed above is subjected to GAM CAMO and/or MYCAS AMO's QAM and/or CAAM approval.

# CLAUSE 3 SUBCONTRACTING

* 1. **MYCAS AMO** may subcontract tasks to approved third party contractor as defined in the MOE associated to CAAM approval no. AMO/2016/40 subjected to **GAM CAMO** and/or Owner and/or **MYCAS AMO**'s QAM and/or CAAM.

# CLAUSE 4 MAINTENANCE PROGRAMME

* 1. The helicopter is maintained in accordance with CAAM approved maintenance programme reference HFA/CAMO/AMP/EC120 latest revision.

# CLAUSE 5 QUALITY MONITORING

* 1. **MYCAS AMO** shall allow **GAM CAMO** to perform a quality surveillance (including audits) upon **MYCAS AMO** Part-145 approved organisation.
	2. **MYCAS** as the operator of the Helicopter shall grant **GAM CAMO**, its nominated agents and / or employees, at all reasonable times for the purpose of CAMO Quality surveillance and audits, access to:
		1. The Helicopter, engine, and all spares and equipment.
		2. All aircraft maintenance paperwork and documents relevant to the Helicopter pursuant to the duration of this Agreement.
	3. **GAM CAMO** shall notify **MYCAS AMO** of any planned or scheduled third party audits to be conducted on **MYCAS AMO**, 10 working days in advance.
	4. **GAM CAMO** shall produce the result of the quality surveillance/audit in writing and closure of the findings shall be made by **MYCAS AMO** Part-145 within the specified time.

# CLAUSE 6 CAAM INVOLVEMENT

* 1. CAAM are responsible for the oversight of the aircraft, the operator, the CAMO, and the maintenance organisation.
	2. **MYCAS AMO** shall allow CAAM to perform a quality surveillance (including audits) upon GAM Part-145 approved organisation.
	3. CAAM as a civil aviation authority shall instruct **MYCAS AMO** to grant its nominated agents and/ or staff, at all reasonable times for the purpose of Compliance and Quality surveillance and audits, access to:
		1. The Helicopter, engine, and all spares and equipment.
		2. All aircraft maintenance paperwork and documents relevant to the Helicopter pursuant to the duration of this Agreement.
	4. CAAM or **GAM CAMO** shall notify **MYCAS AMO** of any planned or scheduled third party audits to be conducted on **MYCAS AMO**, 10 working days in advance.

# CLAUSE 7 MAINTENANCE DATA

* 1. **GAM CAMO** shall make the latest revision of maintenance data required for the purpose of this Agreement available at all times may include, but not limited to**:**
		1. maintenance programme,
		2. airworthiness directives,
		3. major repairs/modification data,
		4. aircraft maintenance manual,
		5. aircraft illustrated parts catalogue (IPC),
		6. wiring diagrams,
		7. troubleshooting manual
		8. flight manual,
		9. engine maintenance manual,
		10. engine overhaul manual

# CLAUSE 8 INCOMING CONDITIONS

8.1 Every time aircraft sent to MYCAS AMO for maintenance, aircraft acceptance inspection must be performed and agreed by GAM CAMO and MYCAS AMO.

# CLAUSE 9 AIRWORTHINESS DIRECTIVES AND SERVICE BULLETINS/MODIFICATIONS

* 1. GAM CAMO as the CAMO of helicopters shall be responsible towards the CAAM, for the continuing airworthiness of the aircraft including ASB's and AD's compliance.
	2. GAM CAMO is responsible to provide to MYCAS AMO, such as the AD's and ASB's status, due date and the selected means of compliance. GAM CAMO shall provide the decision to embody non-mandatory or recommended Service Bulletins (SBs) or modification when instructed or agreed by Owner.
	3. MYCAS AMO as the AMO is responsible for the execution and certifications of incorporation of SB's, authorities' AD's, modifications and manufacturer's technical directives based on work order issued by GAM CAMO. MYCAS AMO shall provide GAM CAMO the maintenance record and required information for the work carried out to complete the control of the SB's. The procurement of aviation fuels is not covered under this Agreement.

# CLAUSE 10 HOURS & CYCLES CONTROL

* 1. GAM CAMO is responsible for maintenance checks due hours and cycles control to ensure it is carried out within the prescribed limit.
	2. MYCAS AMO may receive the current flight hours and cycles from GAM CAMO in the form of work order.

# CLAUSE 11 SERVICE LIFE-LIMITED COMPONENTS

* 1. GAM CAMO is responsible for service life-limited component control to ensure the utilisation of the components are within the prescribed limit. GAM CAMO shall provide MYCAS AMO the instruction on maintenance, removal or installation of service life-limited components.
	2. MYCAS AMO will have to provide GAM CAMO with all the necessary information and document about the service life-limited components removal/installation so that GAM CAMO may update its records and maintenance due list.

# CLAUSE 12 SUPPLY OF PARTS

* 1. Owner is responsible to supply MYCAS AMO all materials may include but not limited to consumables, parts and components required for the purpose of this Agreement.
	2. MYCAS AMO is responsible to evaluate and only accept the materials that meets the approved data/standard and to ensure that the materials is in a satisfactory condition for installation.
	3. MYCAS AMO may use its own materials that meets the approved data/standard subjected to Owner and GAM CAMO approval. The Parties shall not be in breach of its obligations under this Agreement if it is unable to perform such obligation as a result of the occurrence of an event of Force Majeure.

# CLAUSE 13 POOLED PARTS AT LINE STATIONS

* 1. Not applicable to operation.

# CLAUSE 14 SCHEDULED MAINTENANCE

* 1. GAM CAMO shall provide the applicable supporting documentation to MYCAS AMO for planning scheduled maintenance checks. This may include, but may not be limited to:
		1. Work package, including work order, worksheet, and work card.
		2. Scheduled component removal list.
		3. Modifications incorporated.
	2. MYCAS AMO shall inform GAM CAMO for any maintenance task that needs to be deferred and must be formally agreed by CAMO and Operator

# CLAUSE 15. UNSCHEDULED MAINTENANCE/ DEFECT RECTIFICATION

* 1. MYCAS AMO is responsible to formerly inform GAM CAMO if any defect found on the aircraft and its components. MYCAS AMO shall inform GAM CAMO for any maintenance task that needs to be deferred and must be formally agreed by CAMO and Operator.
	2. GAM CAMO shall provide the following rectification instruction to GAM for any defect/ findings raised.
	3. GAM CAMO is responsible for management of approval of repairs and MYCAS AMO is responsible for the incorporation of repairs.

# CLAUSE 16. DEFERRED TASKS

16.1 MYCAS AMO shall inform GAM CAMO for any maintenance task that needs to be deferred and must be formally agreed by CAMO and Owner.

# CLAUSE 17. DEVIATION FROM THE MAINTENANCE PROGRAMME

* 1. GAM CAMO is responsible to manage the request of any deviation from Maintenance Programme in accordance with CAAM agreed procedure.
	2. MYCAS AMO shall provide provide the necessary input and documents to substantiate the deviation request.

# CLAUSE 18 TEST FLIGHT

* 1. MYCAS AMO is responsible to identify the requirement for Maintenance Check Flight based on the maintenance performed in accordance with aircraft Maintenance Check Flight Schedule, Rotorcraft Flight Manual or other relevant documents.
	2. If any flight is required after aircraft maintenance, it should be according to the Flight Test procedures as defined in the appropriate Flight Test Manual, Maintenance Check Flight Schedule, Rotorcraft Flight Manual, Aircraft Maintenance Manual, GAM CAME or other equivalent document, issued by OEM and approved by the CAAM.
	3. The pilot for the performance of the check flight will be provided by the Owner.

# CLAUSE 19. BENCH TEST

19.1 Not applicable

# CLAUSE 20. RELEASE TO SERVICE DOCUMENTATION

20.1 MYCAS AMO is responsible to perform release to service of aircraft and its components as defined in MOE associated to CAAM approval no. AMO/2016/40. MYCAS AMO shall provide GAM CAMO the completed relevant support forms and documentations upon delivery of the aircraft within specified timespan by GAM CAMO. This may include but may not limited to

1. certificate of release to service,
2. flight test report,
3. list of modifications embodied,
4. list of repairs,
5. list of ADs accomplished,
6. maintenance visit report,
7. test bench report.

# CLAUSE 21. MAINTENANCE RECORD-KEEPING

* 1. GAM CAMO is responsible to retain all relevant maintenance record associated to the helicopter.
	2. MYCAS AMO is responsible to retain maintenance record issued as defined in MOE associated to CAAM approval no. AMO/2016/40.

# CLAUSE 22. EXCHANGE OF INFORMATION

Any exchange of technical information shall be made between MYCAS Engineering Manager (EM) and GAM CAMO Manager (CAM) or appointed person.

Form of communication should be by email and may be follow up by phone call for urgent cases.

**CLAUSE 23. MEETINGS**

MYCAS AMO and GAM CAMO is responsible to attend AMP meeting and liaison/management meeting for the interval of no more than 6 months.

MYCAS AMO and GAM CAMO is responsible to attend AMP effectivity meeting and reliability programme meeting for the interval of no more than 12 months.

Any party shall notify the other party of any scheduled or unscheduled meeting, 10 working days in advance. Both parties shall give their full commitment towards the proposed meeting.

**CLAUSE 24. CONTRACT REVIEW**

GAM CAMO and MYCAS AMO technical personnel that are involve in the fulfilment of the contract shall meet to be sure that every point leads to a common understanding of the duties of both parties prior to this Agreement is enforced.

**CLAUSE 25. WORK SCOPE PLANNING MEETING**

GAM CAMO and MYCAS AMO may organise work scope planning meeting so that the tasks to be performed may be commonly agreed.

Any party shall notify the other party of the meeting, 10 working days in advance. Both parties shall give their full commitment towards the proposed meeting.

**CLAUSE 26. TECHNICAL MEETINGS**

GAM CAMO and MYCAS AMO is responsible to attend the liaison/management meeting to review technical matters such as ADs, SBs, future modifications, major defects found during maintenance check and any other relevant matter for the interval of no more than 6 months.

Any party shall notify the other party of the meeting, 10 working days in advance. Both parties shall give their full commitment towards the proposed meeting.

**CLAUSE 27. QUALITY MEETINGS**

GAM CAMO and MYCAS AMO may organise quality meeting to examine matters raised by GAM CAMO's quality surveillance and to agree upon necessary corrective actions.

Any party shall notify the other party of the meeting, 10 working days in advance. Both parties shall give their full commitment towards the proposed meeting.

**CLAUSE 28. RELIABILITY MEETINGS**

In the event of reliability programme exists, GAM CAMO is responsible to control the reliability programme.

MYCAS AMO is responsible to provide any relevant input necessary to complete the reliability programme.

GAM CAMO and MYCAS AMO may organise reliability programme meeting for the interval of no more than 12 months.

Any party shall notify the other party of the meeting, 10 working days in advance. Both parties shall give their full commitment towards the proposed meeting.

**CLAUSE 29. DURATION OF AGREEMENT**

This Agreement shall become effective at the signature date by both Parties and shall remain in effect thereafter the later of, a period of One (1) year until

The Agreement is considered null and void in the event of termination of CAMO contract between MYCAS and GAM CAMO.

Either party may terminate this agreement by giving the other 30 days' notice in writing.

# IN WITNESS WHEREOF, MYCAS AMO and GAM CAMO have caused this Agreement to be executed in their names by their duly authorized representatives on the date first above written.

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| GALAXY AEROSPACE (M) SDN. BHD. (Company No.: 1040262-D) | MYCOPTER AVIATION SERVICES SDN. BHD.(Company No.: 200701026638) |
| Name :Designation :Date : | Name :Designation :Date : |
| In presence ofName :Designation :Date : | In presence ofName :Designation :Date : |

**ATTACHMENT 1**

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| **AIRCRAFT TYPE** | **AIRCRAFT REGISTRATION** | **A/C SERIAL NO.** |
| Airbus Helicopter | 9M-HFA | 1487 |