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| **APPLICATION FOR LEASING IN  WET LEASE  DRY LEASE  DAMP LEASE** |

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| **SECTION 1A: OPERATOR’S DETAILS** | | | |
| **Name of Operator:** |  | **Date:** |  |
| **Accountable Person:** |  | **Leasing Aircraft Type(s):** |  |
| **Address:** |  | **Make & Model:** |  |
| **Telephone No:** |  | **MSN/Serial No:** |  |
| **Email:** |  | **Aircraft year of first Registration & Age** |  |

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| **SECTION 1B: LEASING OPERATOR’S DETAILS** | | |  |
| **Name of Leasing Operator:** |  | **Date:** |  |
| **Accountable Person:** |  | **Telephone No:** |  |
| **Address:** |  | **Email:** |  |

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| ***Instructions***   1. Check ***Satisfactory (S) or Yes (Y****) in respective*column if you determine the document or individual item conforms to requirements. 2. Check ***Unsatisfactory (US)*** column if you determine that the document or individual line item does not comply (put a marker tab in the manual with a short note opposite the non-complying item). 3. Insert ***Not Checked (NC)*** if the item was not checked in the Findings/Remarks column. 4. Check ***Not Applicable (NA)*** column if it is not applicable or you do not have adequate information to make a valid comment in the Findings/Remarks column. 5. The respective inspector shall sign on the last column after reviewing the item. 6. Use the remarks column at the end for overall remarks or observations. For detailed findings inspectors should also use the ***Audit Inspection Deficiency Report Form AOC 109 A*** 7. *This application shall be accompanied with Airworthiness Section Form –* ***Application for Lease of Aircraft Form AWR 019*** |
| ***References: CAR-OPS 1 - 1.165, 1.175, CAR-OPS 3, CAR 129 & CAN 2-01*** |

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| **SECTION 2 : INSPECTION DETAILS** | | | | | | |
| **2a. CAR OPS-1.165 Leasing (c)** | | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
| **(c) Leasing of aircraft between an Omani operator and any entity:** | | | | | | |
|  | (1) **Dry lease-in**:  i. An Omani operator shall not dry lease-in an aircraft from an entity unless approved by the Authority. Any conditions which are part of this approval must be included in the lease agreement**.** |  |  |  |  |  |
| ii. An Omani operator shall ensure that, with regard to aircraft that are dry leased-in, any differences from the requirements prescribed in Subparts K, L, and/or CAR-M, are notified to and are acceptable to the Authority. |
|  | (2) **Wet lease-in**:  ***Note: See AC OPS-1.165(c)(2) item 17 - Leasing of aircraft between an Omani operator and any entity.***  i. An Omani operator shall not wet lease-in an aircraft from an entity without the approval of the Authority. |  |  |  |  |  |
| ii. An Omani operator shall ensure that, with regard to aircraft that are wet leased-in:  A. The safety standards of the lessor with respect to maintenance and operation are equivalent to CARs;  B. The lessor is an operator holding an AOC issued by a State which is a signatory to the Chicago Convention;  C. The aeroplane has a standard Certificate of Airworthiness issued in accordance with ICAO Annex 8;  D. Any requirement made applicable by the lessee’s Authority is complied with. |
| **2b.** | **CAR 129 Air Operations of Foreign Operators**  ***Note: Check for the required documentation*** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | CAR 129.300 Application for an authorisation:  (a) Prior to engaging in CAT operations under CAR 129, the foreign country operator shall apply for and obtain an authorisation issued by the CAA. |  |  |  |  |  |
| **SECTION 3 GENERAL** | | | | | | |
| **3a.** | **CAR OPS-1.165 Leasing (b)(1)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (b) General requirements for leasing:  (1) When an applicant for an AOC or an existing operator wishes to lease aircraft, the applicant or operator should provide to the Authority with the following information: |  |  |  |  |  |
|  | i. the aircraft type, model and serial number; |  |  |  |  |  |
|  | ii. the name and address of the registered owner; |  |  |  |  |  |
|  | iii. State of Registry, nationality and registration marks; |  |  |  |  |  |
|  | iv. Certificate of Airworthiness and statement from the registered owner that the aircraft fully complies with the airworthiness requirements of the State of Registry; |  |  |  |  |  |
|  | v. Name, address and signature of lessee or person responsible for operational control of the aircraft under the lease agreement, including a statement that such individual and the parties to the lease agreement fully understand their respective responsibilities under the applicable regulations; |  |  |  |  |  |
|  | vi. copy of the lease agreement or description of lease provisions; |  |  |  |  |  |
|  | vii. duration of the lease; |  |  |  |  |  |
|  | viii. The lease must include the routes on which it is proposed to operate, including a description of the area of operation; |  |  |  |  |  |
|  | ix. Aircraft age limitation for passenger transportation and cargo operations will be decided at discretion of the CAA; |  |  |  |  |  |
|  | x. The lease must include the commencement and termination date of the lease; |  |  |  |  |  |
|  | xi. In the opinion of the CAA, the lease must be in the public interest; |  |  |  |  |  |
|  | xii. The lease must clearly identify who retains custody and operational control of the aircraft; |  |  |  |  |  |
|  | xiii. The lease must clearly identify who is responsible for the airworthiness of the leased aircraft; |  |  |  |  |  |
|  | xiv. The lease must clearly identify all parties to the lease. |  |  |  |  |  |
| **3b.** | **Aircraft Age and Document CAN 2-01 Lease Operations 1.6 (a),(j)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | 1.6 (a) The prospective lessee must provide one (1) copy of the lease;  (J) Aircraft less than 10 years of age for passenger transportation and less than 15 years of age for cargo operations. |  |  |  |  |  |
| **SECTION 4 Responsibilities of The Parties Under The Lease Agreement** | | | | | | |
| **4a.** | **CAR OPS-1.165 Leasing (b)(2)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (2) On completion of review and liaison with other competent authorities, determination as to which party to the lease agreement is in fact responsible for conduct of the operations will be made considering the responsibilities of the parties under the lease agreement for: |  |  |  |  |  |
|  | i. flight crewmember licensing and training; |  |  |  |  |  |
|  | ii. cabin crewmember training; |  |  |  |  |  |
|  | iii. airworthiness of the aircraft and the performance of maintenance; |  |  |  |  |  |
|  | iv. operational control, including dispatch and flight following; |  |  |  |  |  |
|  | v. scheduling of flight and cabin crew members; |  |  |  |  |  |
|  | vi. signing the maintenance release. |  |  |  |  |  |
| **SECTION 5 Issuance of CAA Approval** | | | | | | |
| **5a.** | **CAR OPS-1.165 Leasing (b)(3)** | **Yes** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (3) Issuance of a CAA approval is contingent upon the following  criteria being met:  ***Note: Applicant is to confirm the below requirements are met:*** |  |  |  |  |  |
|  | i. The aircraft must be of a type and model eligible for a standard  Omani Certificate of Airworthiness and to comply with all environmental and operational requirements. |  |  |  |  |  |
| ii. Regulatory control of the aircraft operation must be equivalent to that of an Omani aircraft operated by its Omani registered owner, and in keeping with provisions of the Operating Certificate or equivalent document. |  |  |  |  |  |
| iii The aircraft must be operated in accordance with a Minimum Equipment List (MEL), which is acceptable to the CAA. |  |  |  |  |  |
| iv The lease must identify the organization which will maintain the aircraft, and all maintenance approvals held by that organization. |  |  |  |  |  |
| v The aircraft will be maintained to a Maintenance Program approved/accepted by the CAA. |  |  |  |  |  |
| vi The appropriate training and certification for the maintenance and operational staff approved /accepted by the CAA. |  |  |  |  |  |
| **5b.** | **CAN 2-01 Lease Operations 1.4 (c)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | 1.4 (c) Where is in the public interest and acceptable arrangements, the CAA may conditionally authorise: |  |  |  |  |  |
|  | 1. Omani Operators to operate foreign registered aircraft; |  |  |  |  |  |
| 2. Omani Operators to transfer the operation and maintenance of their aircraft to Omani or foreign Operators; |  |  |  |  |  |
| 3. Omani Operators to provide commercial operations on behalf of another Omani or foreign Operator (Wet Lease/Damp Lease); |  |  |  |  |  |
| 4. Foreign Operators provide commercial operations on behalf of an Omani Operator (Wet Lease/Damp Lease); |  |  |  |  |  |
|  | 5. Lease of an aircraft without crew or support to an Omani Operator (Dry Lease). |  |  |  |  |  |
| **5c**. | **CAN 2-01 Lease Operations 1.7(e), (g)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | 1.7 (e) The aircraft shall be maintained in accordance with the applicable airworthiness standards and certified in accordance with Regulations which are acceptable to the CAA; |  |  |  |  |  |
| (g) The lease approval issued by the CAA must be carried in the aircraft during the term of the lease. |  |  |  |  |  |
| **SECTION 6 Transfer Agreements Article 83bis** | | | | | | |
| **5d.** | **CAR OPS-1.165 Leasing (e)**  ***Note: See AMC OPS-1.165 (e)*** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | Transfer of functions and duties as State of Registry under article 83bis of the Chicago Convention.  (e) Transfer Agreements as **State of Registry** under article 83bis. |  |  |  |  |  |
| **5e.** | **CAR OPS-1.165 Leasing (f)**  ***Note: See AMC OPS 1.165 (f)*** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (f) Transfer Agreement as **State of Operator** under article 83bis: |  |  |  |  |  |
| **5f.** | **CAR OPS-1.165 Leasing (h)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (h) Requirements for Type Certificated Aircraft with the CAA's Familiarisation |  |  |  |  |  |
| (1) Prior to operation in Oman, the aircraft and its records shall be inspected by the CAA for acceptability in accordance with standard procedures required for the inclusion of an aircraft on an Omani Operating Certificate. |  |  |  |  |  |
| (2) The airworthiness authority of the state of registry must provide a letter stating that it has no objection to the lease, and that the lease will not affect the registration of the aircraft in the state of registry or the certificate of airworthiness issued in respect of the aircraft by that state. |  |  |  |  |  |
| (3) All Omani Operators leasing U.S. registered aircraft should be aware, and take into account, that the requirement for maintenance programs approved under FAR Part 129 as amended applies to U.S. registered aircraft listed on operations specifications issued under FAR Section 129.1.  In addition, FAA Advisory Circular No. 129.4 as amended provides information and guidance about acceptable maintenance programs for U.S. registered aircraft subject to FAR Part 129 as amended. Copies of the US Federal Aviation Regulations and Advisory Circulars are available from:  The Superintendent of Documents U.S. Government Printing Office Mail stop SSOP Washington D.C. 20402 9328, USA. |  |  |  |  |  |
| **5g.** | **CAR OPS-1.165 Leasing (i)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (i) Requirements for Type Certificated Aircraft without the CAA's Familiarizations.  The following airworthiness requirements must normally be met prior to aircraft operation: |  |  |  |  |  |
|  | (1) The aircraft must be listed by serial number, or other identification unique to the aircraft, on a Type Certificate accepted by the CAA. Details of an aircraft under a lease agreement, which are not identified on a Type Certificate, are to be submitted to the CAA. |  |  |  |  |  |
|  | (2) The aircraft must conform and be maintained in accordance with an approved configuration defined in the Type Certification |  |  |  |  |  |
| **5h.** | **CAR OPS-1.165 Leasing (j) / CAN 2-01 Lease Operations 1.8.3** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (j) Foreign Modifications  Prospective dry lessees of foreign registered aircraft shall provide a list of all modifications on the aircraft, e.g. STCs, field approvals (e.g. FAA ACA-337) or company approved modifications. The modifications shall be reviewed by the CAA for approval and/or familiarisation prior to the lease being approved, with particular attention to those modifications which may have been approved on the basis of airworthiness standards or regulations which are not recognised in Oman.  SUBMIT the modification status of the aircraft or go on CAR OPS-1.165 (j) and CAN 2-01 (1.8.3) |  |  |  |  |  |
| **5i.** | **CAR OPS-1.165 Leasing (m)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (m) Omani Registered commercial Aircraft Leased to Other Omani Operators |  |  |  |  |  |
|  | The following additional conditions shall apply to Omani registered commercial aircraft when leased to other Omani Operators:  (1) The lessee must be appropriately approved and capable of performing required maintenance (unless maintenance is sub-contracted); and |  |  |  |  |  |
|  | (2) The lessee must hold the appropriate AOC. |  |  |  |  |  |
| **5j.** | **CAR OPS-1.165 Leasing (n)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (n) Omani Operators Providing Wet/Damp lease Operations |  |  |  |  |  |
|  | (1) When performing wet/Damp lease operations, CAR-OPS I or CAR OPS 3 whichever is applicable, shall apply in addition to the lessee's civil aviation rules. Whichever rule (foreign or Omani) is more restrictive shall apply in each instance of application of the rules. |  |  |  |  |  |
|  | (2) In addition to the requirements of section 1.6, in the case where the aircraft is to be operated on behalf of a foreign operator in accordance with CAR-OPS l.165, the agreement should be authorised by the foreign Operator's civil aviation authority. The authorisation should be by letter and must include authorisation for CAA inspectors to conduct necessary inspections of flight operations and maintenance facilities, personnel and/or documents, as deemed necessary, in the operating country. |  |  |  |  |  |
|  | 3) The lessor must submit to the CAA a letter stating they will reimburse the CAA for all travel, accommodation and other expenses incurred by the CAA to perform surveillance duties relating to the approval and continuing surveillance of such aircraft. |  |  |  |  |  |
|  | (4) When performing wet lease operations under CAR-OPS 1.165, the lessor must maintain the aircraft in accordance with the conditions of its Maintenance Program. The lessor must have its Operation Manual amended to include any changes required to account for: |  |  |  |  |  |
|  | i Location of maintenance facilities, personnel, spares supply; |  |  |  |  |  |
|  | ii.Minimum Equipment List (MEL) compliance handling procedures, including; |  |  |  |  |  |
|  | iii. Submission of a copy or reference to the MEL that will be utilised and any required ii. changes with respect to the intended operation; |  |  |  |  |  |
|  | iv. Changes and/or use of contract maintenance facilities; |  |  |  |  |  |
|  | v. The lessor must identify the aircraft Maintenance Program along with any proposed amendments as a result of the intended operation; |  |  |  |  |  |
|  | vi. The agreement must clearly specify that the lessor retains airworthiness control and responsibility for the aircraft. |  |  |  |  |  |
| **5k.** | **CAR OPS-1.165 Leasing (p)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (p) Foreign Operators Providing Wet Damp Lease to Omani Operators |  |  |  |  |  |
|  | (1) When performing wet lease operations for an Omani Operator, the foreign Operator shall be approved under CAR OPS 1. |  |  |  |  |  |
|  | (2) When performing wet lease operations, CAR-OPS l, or CAR OPS 3 whichever is applicable, shall apply in addition to the lessor's civil aviation rules. Whichever rule (foreign or Omani) is more restrictive shall apply in each instance of application of the rules. |  |  |  |  |  |
|  | (3) In addition to the requirements of section (b), the agreement must be authorised by the foreign Operator's civil aviation authority; e.g. operations specifications. |  |  |  |  |  |
|  | (4) The lessor must maintain the aircraft in accordance with the conditions of its Maintenance Program. |  |  |  |  |  |
|  | The lessor may be required to have its Operation Manual amended to include any changes required to account for:  (i) location of maintenance facilities, personnel, spares supply;  (ii) Minimum Equipment List (MEL) compliance handling procedures, including;  • submission of a copy or reference to the MEL that will be utilised and any required  • changes with respect to the intended operation; |  |  |  |  |  |
|  | (5) changes and/or use of contract maintenance facilities. |  |  |  |  |  |
|  | In addition:  (i) The lessor must identify the aircraft Maintenance Program along with any proposed amendments as a result of the intended operation; and  (ii) The agreement must clearly specify that the lessor retains airworthiness control and responsibility for the aircraft. |  |  |  |  |  |
|  | (6) The lease agreement shall state that the Lessor has Operational Control of the aircraft. |  |  |  |  |  |
|  | (7) The foregoing must be evaluated to determine if any changes are required to the aircraft inspection program, location of maintenance facilities, personnel, equipment, etc. prior to approving the arrangement. |  |  |  |  |  |
| **5l.** | **CAR OPS-1.165 Leasing (o)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (o) The foregoing must be evaluated to determine if any changes are required to the aircraft inspection program, location of maintenance facilities, personnel, equipment, etc. prior to approving the arrangement. |  |  |  |  |  |
|  | (1) A base inspection of the foreign facilities shall be conducted by the CAA flight operations and airworthiness inspectors. Discussions with the foreign civil aviation authorities may be required, regarding compliance with any special airworthiness / operations conditions required by either the CAA or the foreign authorities prior to approving the arrangement. |  |  |  |  |  |
| **5m.** | **CAR OPS-1.165 Leasing (q)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (q) Leased Aircraft subject to Long Term Airworthiness Directives Certain airworthiness directives (ADs), such as the Corrosion Prevention and Corrosion Protection (CPCP) ADS, have long term implementation times and are subject to additional compliance requirements. Therefore, aircraft which are subject to these ADS must be inspected and the maintenance records reviewed to show conformity to that type design, with particular attention to the following (where & when applicable): |  |  |  |  |  |
|  | (1) corrosion related airworthiness directives; |  |  |  |  |  |
|  | (2) corrosion and structural related services bulletins; |  |  |  |  |  |
|  | (3) structural modifications; |  |  |  |  |  |
|  | (4) application of Supplemental Structural Inspection Programs; |  |  |  |  |  |
|  | (5) major and multiple site damage repairs; |  |  |  |  |  |
|  | (6) fatigue quality of multiple repairs; |  |  |  |  |  |
|  | (7) re-inspection of repaired structures to ensure continued  integrity; |  |  |  |  |  |
|  | (8) major repair documentation such as drawings, procedures  and related technical data. |  |  |  |  |  |
| **5n.** | **CAR OPS-1.165 Leasing (r)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (r) Termination - Any of the above aircraft lease approvals may be terminated on the date: |  |  |  |  |  |
|  | (1) the lease is terminated; |  |  |  |  |  |
|  | (2) specified by the CAA in the lease approval |  |  |  |  |  |
|  | (3) on which the aircraft registration is suspended or cancelled; |  |  |  |  |  |
|  | (4) on which the Operation Certificate issued to either the aircraft lessee or lessor, with respect to the aircraft type, is suspended or cancelled; or |  |  |  |  |  |
|  | (5) on which any of the leasing regulations or conditions as specified in the approval are breached. |  |  |  |  |  |
| **5o.** | **AC OPS-1.165 Leasing (c)(2)** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (1) The Authority may approve individually Omani operators provided that: |  |  |  |  |  |
|  | (a) The lessor is an operator holding an AOC issued by a State which is a signatory to the Convention on International Civil Aviation; |  |  |  |  |  |
|  | (b) Unless otherwise agreed by the Authority of the lessee, the lessee audits the operation of the lessor to confirm compliance with operating and aircrew training standards equivalent to CAR OPS-1, maintenance standards equivalent to CAR-145, and aircraft certification standards as prescribed; |  |  |  |  |  |
|  | (c) The routes intended to be flown are contained within the authorised areas of operations specified in the AOC of the lessor; |  |  |  |  |  |
|  | (d) For the duration of the lease, the flight and duty time limitations and rest requirements used by the lessor are not more permissive than apply in CAR OPS-1. |  |  |  |  |  |
|  | (2) Lessors, when first approved by the Authority, and any revalidations, remain valid for a period not exceeding twelve (12) months.  *Note 1: The lessee is responsible for providing information to the Authority to support the initial application and any revalidations*. |  |  |  |  |  |
| **5p**. | **CAR OPS-1.175 General rules for Air Operator Certification/ Authorisation (d)/CAN 2-01 Lease Operations** | **S** | **US** | **NC** | **NA** | **Findings / Remarks** |
|  | (d) An applicant for an AOC/Authorization must: |  |  |  |  |  |
|  | (1) Not hold an AOC/Authorization issued by another Authority unless specifically approved by the Authorities concerned; |  |  |  |  |  |
|  | (2) Have his principal place of business and, if any, his registered office located in the Oman; (See GM-2 OPS-1.175(d)(2). |  |  |  |  |  |
|  | (3) Have registered the aeroplanes which are to be operated under the AOC/Authorization in the Sultanate of Oman; |  |  |  |  |  |
|  | (4) Satisfy the Authority that he is able to conduct safe operations. |  |  |  |  |  |

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| **CAA USE ONLY** |
| ***Overall Assessment / Observations /Remarks;*** |
| ***S*atisfactory ☐ Unsatisfactory** |

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| **FSD Inspectors Name** | | **Signature** | **Date** |
| **Flight Ops Inspector:** |  |  |  |
| **AW Inspector** |  |  |  |
| **GOI/DGI** |  |  |  |
| **CSI** |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **APPROVED BY:** | | **Signature** | **Date** |
| **Chief Flight Ops Name:** |  |  |  |