

中国民用航空局

和

澳大利亚民用航空安全局

关于促进民用航空安全的

适航谅解备忘录

# 中国民用航空局和澳大利亚民用航空安全局 关于促进民用航空安全的适航谅解备忘录

中国民用航空局 (CAAC) 作为中华人民共和国法定的民用航空管理当局，和澳大利亚民用航空安全局 (CASA) 作为澳大利亚法定的民用航空管理当局，（以下统称为当局）：

—考虑到1944年12月7日在芝加哥签署的《国际民航公约》的附件，并且中华人民共和国和澳大利亚联邦均为成员国；

—希望促进航空安全；

—注意到对于民用航空器安全运行的共同关切；

—认识到正在出现的航空产品多国设计、生产和互换的趋势；

—希望加强民用航空安全相关事务中的合作并提高效率；

—考虑到有可能减轻由于重复的技术检查、评审和测试给航空业界造成的经济负担，并且；

—认识到改进相互接受适航批准的程序所带来的共同利益；

达成如下共识：

## 第一部分 术语和定义

本谅解备忘录中使用了以下定义：

1、**航空产品**指任何民用航空器、或作为航空器一部分或被用于航空器的航空发动机、螺旋桨、机载设备、零件或部件。

2、**适航批准**指当适航当局依据本国的法律、规章、标准和要求对航空产品进行适航审定、批准或接受以允许其运行或使用。

3、**适航要求**指进口局方规定的关于航空产品的设计、性能、材料、工艺、制造或改装的所有要求，以供进口局方确认产品的设计、制造和状态符合进口方有关适航方面的法律、规章、标准和要求。

4、**修改及/或改装**指对受影响的航空产品的设计、构造、构型、性能或工作限制进行更改。

5、**机载设备**是指安装或连接在航空器上，并在飞行中用于或预期用于操作或控制航空器的任何仪表、设备、机构、部件、零件、配件或附件，包括通信和航电设备。

6、**飞行运行批准**指使用双方当局共同确定的要求，通过局方进行的技术检查和评估手段，接受一个实体提供旅客或货物的商业航空运输，或者确定其符合这些要求。

7、**机组成员**指被指派飞行过程中在航空器上履行职责的人员。

8、**设计**指对航空产品所有特性的描述，包括其设计、制造、适航限制和持续适航文件，这些用来确定其适航特性。当设计仅与航空器、航空器发动机或螺旋桨相关时，用“**型号设计**”一词替代“设计”。

9、**设计批准**指当局或代表当局对航空产品设计的合格审定、批准或接受。当设计批准仅与航空器、航空器发动机或螺旋桨相

关时，用“型号设计批准”一词替代“设计批准”。

10、出口当局指按照本备忘录的规定出口航空产品的当局。

11、进口当局指按照本备忘录的规定进口航空产品的当局。

12、实施程序的含义在本备忘录的第三部分给出。

13、维修指用来确保或可能影响航空器或航空产品的持续适航性的任何工作，包括航空产品的任何大修、修理、检查、更换，以及改装或缺陷整改，或者它们的组合。

14、监控指一个当局实施的定期监督，用来确定对相关要求的持续符合性。

## 第二部分 本备忘录的目的

双方当局决定：

1、为一个当局接受另一个当局颁发的航空产品适航批准提供便利，当出口当局为负责该航空产品适航性的当局时；

2、为保持等效航空安全水平提供合作；

3、对在役航空产品的持续适航提供合作和协助；

4、就安全法律、规章、标准、要求和审定系统提供合作、协助和信息交换；并且

5、就提供技术评估和协助提供合作。

本谅解备忘录体现了澳大利亚联邦和中华人民共和国政府的共识，不产生法律约束力的权利或义务。本谅解备忘录受澳大利

亚和中华人民共和国适用法律、规章和政策的约束。

### 第三部分 技术评估和合作

1、双方当局可通过协议协同进行技术评估和工作，以了解相互的法律、规章、标准、要求和系统，包括但不限于以下领域：

- a) 航空产品的适航批准；和
- b) 双方当局共同确定的其他事项。

2、当双方当局同意可互相接受一方为另一方对共同确定的要求所作的符合性结论时，双方当局应制定书面实施程序，规定对此技术专业进行此类相互接受的方法。

3、任何这样的实施程序将作为本谅解备忘录的附件，成为本谅解备忘录的组成部分。实施程序受本谅解备忘录的约束。

4、实施程序将视情至少包括：

- a) 定义；
- b) 将处理的特定民用航空领域范围的描述；
- c) 规定互相接受的行动的条款，如另一方进行的试验目击、检查、鉴定、批准和合格审定；
- d) 双方当局的责任；
- e) 互相合作和技术支援的条款；
- f) 对双方当局之间工作关系定期评估的条款；
- g) 负责实施程序所处理的特定民用航空领域的人员代

表双方当局的签字。

#### **第四部分 费用**

双方当局都不为根据本备忘录所进行的任何批准活动提供资助。任何费用被假定申请人的责任，这由各个当局的国内法决定。

#### **第五部分 技术解释**

当出现对进口当局按照此谅解备忘录针对有关审定的、批准或接受规定的适航要求或设计相关运营要求有不一致解释，并且对所有技术方面进行了详尽讨论的情况时，以进口当局解释为准。

#### **第六部分 语言文字**

除双方当局另有约定，信函和文件将以英文准备和提交。

#### **第七条 争议解决**

有关本谅解备忘录的及其实施程序的解释或应用的任何争议，将由澳大利亚民用航空安全局适航和工程负责人和中国民用航空局航空器适航审定司司长协商解决。如果双方适航主管仍未达成一致，争议将被提交澳大利亚民用航空安全局航空安全局长

和中国民用航空局副局长（即本谅解备忘录的签署人）进行最终解决。

## **第八部分 实施**

本谅解备忘录将按照双方当局共同确定的程序和条件实施并由他们各自部门制订在实施程序和/或具体安排中。程序和条件将在本谅解备忘录的基础和范围内，并符合本备忘录第三部分。

## **第九部分 修订**

本谅解备忘录可通过双方当局的正式文件交换进行修订。经双方当局共同决定并且符合第三部分的规定，有关具体事项的实施程序可以作为附件加于本谅解备忘录。

## **第十部分 生效**

本谅解备忘录，或对其任何修订，将在双方当局签署之日起生效，并且一直保持有效，除非经双方当局共同同意进行修改或被一方终止。一方当局在提前六十天或提前双方同意的其他时间书面通知另一方后，可终止本备忘录。该终止也将终止按照本谅解备忘录执行的所有现行实施程序及具体安排。

任何正在进行的项目、活动或工程将按照此安排完成，除非双方当局另有约定。

以上代表了澳大利亚联邦和中华人民共和国政府的国家民用航空局之间达成的共识。


本文件用英文和中文语言在北京/堪培拉签署，一式二份，具有同等效力。

中国民用航空局

澳大利亚民用航空安全局

签署人

签署人



李健

约翰·麦克科米克

中国民用航空局 副局长

澳大利亚民用航空安全局 航空安全局长

日期: 2013. 6. 9.

日期: 19 JUN 13

**MEMORANDUM OF UNDERSTANDING ON  
AIRWORTHINESS**

**BETWEEN**

**CIVIL AVIATION ADMINISTRATION OF CHINA**

**AND**

**CIVIL AVIATION SAFETY AUTHORITY  
AUSTRALIA**

**FOR PROMOTION OF CIVIL AVIATION SAFETY**

**MEMORANDUM OF UNDERSTANDING ON AIRWORTHINESS  
BETWEEN  
CIVIL AVIATION ADMINISTRATION OF CHINA  
AND  
CIVIL AVIATION SAFETY AUTHORITY, AUSTRALIA  
  
FOR PROMOTION OF AVIATION SAFETY**

The Civil Aviation Administration of China (CAAC), legally assigned as the Civil Aviation Authority in the People's Republic of China, and the Civil Aviation Safety Authority (CASA), legally assigned as the Civil Aviation Authority in Australia, (hereinafter referred to singularly as 'the Authority', and collectively, as "the Authorities"):

- considering the Annexes to the Convention on International Civil Aviation, as signed at Chicago on 7 December 1944, to which the People's Republic of China and the Commonwealth of Australia are parties;
- desiring to promote aviation safety;
- noting common concerns for the safe operation of civil aircraft;
- recognising the emerging trend toward multinational design, production, and interchange of aeronautical products;
- desiring to enhance cooperation and increase efficiency in matters relating to civil aviation safety;
- considering the possible reduction of the economic burden imposed on the aviation industry by redundant technical inspections, evaluations and testing; and
- recognising the mutual benefit of improved procedures for the reciprocal acceptance of airworthiness approvals,

have reached the following understandings:

**PART I**  
**TERMS AND DEFINITIONS**

The following definitions for terms are used in this Memorandum of Understanding (MoU):

1. “Aeronautical product” means any civil aircraft, or aircraft engine, propeller, appliance, part or component intended to be a part of or used in an aircraft.
2. “Airworthiness approval” means the airworthiness certification, approval, or acceptance, by one of the Authorities for an aeronautical product to permit operation or use of the product under the laws, regulations, standards and requirements of the issuing authority.
3. “Airworthiness requirements” means all the requirements governing the design, performance, materials, workmanship, manufacture or change of aeronautical products as prescribed by the Importing Authority to enable it to find that the design, manufacture and condition of these products comply with the laws, regulations standards and requirements of the Importing State concerning airworthiness.
4. “Alterations and/or modifications” means making a change to the design, construction, configuration, performance or operating limitations of the affected aeronautical product.
5. “Appliance” means any instrument, equipment, mechanism, component, part, apparatus, appurtenance or accessory, including communications and avionics equipment, that is used or intended to be used in operating or controlling an aircraft in flight and is installed in or attached to the aircraft.
6. “Approval of flight operations” means the acceptance of an entity providing commercial air transportation of passengers or cargo by means of technical inspections and evaluations conducted by an Authority, using requirements jointly determined between the Authorities, or a finding that it complies with those requirements.
7. “Crew member” means a person assigned to perform duty in an

aircraft during flight time.

8. “Design” means the description of all characteristics of an aeronautical product, including its design, manufacture, airworthiness limitations and instructions for continued airworthiness, which determine its airworthiness characteristics. When the design relates only to an aircraft, aircraft engine, or propeller, the term “Type Design” is used in place of “Design”.
9. “Design approval” means the certification, approval or acceptance of the design of an aeronautical product, by or on behalf of one of the Authorities. When the design approval relates only to an aircraft, aircraft engine or propeller, the term “Type design approval” is used in place of “Design approval”.
10. “Exporting Authority” means the Authority exporting an aeronautical product under the provisions of this MoU.
11. “Importing Authority” means the Authority importing an aeronautical product under the provisions of this MoU.
12. “Implementation Procedures” has the meaning given to it by Part III of this MoU.
13. “Maintenance” means any task required to ensure or that could affect, the continuing airworthiness of an aircraft or aeronautical product, including any one or combination of overhaul, repair, inspection, replacement of an aeronautical product, modification or defect rectification.
14. “Monitoring” means the periodic surveillance performed by an Authority to determine continuing compliance with appropriate requirements.

## **PART II**

### **PURPOSE OF THIS MEMORANDUM**

The Authorities have decided:

1. To facilitate acceptance by each Authority of the other Authority’s

airworthiness approvals of aeronautical products for which the Exporting Authority is the authority responsible for the airworthiness of the aeronautical product;

2. To provide for cooperation in sustaining an equivalent level of aviation safety;
3. To provide for cooperation and assistance on continuing airworthiness of in-service aeronautical products;
4. To provide for cooperation, assistance and exchange of information regarding safety law, regulations, standards, requirements and certification systems; and
5. To provide for cooperation in providing technical evaluations and assistance.

This MoU is a document which embodies the understandings of the Commonwealth of Australia and the Government of the People's Republic of China and does not create legally binding rights or obligations. This MoU is subject to the applicable laws, regulations and policies of Australia and the People's Republic of China.

### **PART III**

#### **TECHNICAL ASSESSMENT AND COOPERATION**

1. The Authorities may by agreement conduct technical assessments and work cooperatively to develop an understanding of each other's laws, regulations, standards, requirements and systems in areas including, but not restricted to:
  - a) airworthiness approvals of aeronautical products; and
  - b) any other matters jointly determined by the Authorities.
2. When the Authorities decide that it is acceptable to permit the reciprocal recognition of findings of compliance made by one Authority for the other Authority to the jointly determined requirements, the Authorities will execute written implementation procedures describing the methods by which such reciprocal acceptance will be made with respect to that technical specialty.

3. Any such Implementation Procedures will be annexed to this MOU and will form an integral part of the MoU. Implementation Procedures will remain subject to the MoU.
4. The Implementation Procedures will include at a minimum, as appropriate:
  - a) definitions;
  - b) a description of the scope of the particular area of civil aviation to be addressed;
  - c) provisions for the reciprocal acceptance of the actions of each Authority, such as test witnessing, inspections, qualifications, approvals, and certifications, by the other Authority;
  - d) accountabilities of the Authorities;
  - e) provisions for mutual cooperation and technical assistance;
  - f) provisions for periodic evaluations of the working relationship between the Authorities; and
  - g) signature on behalf of both Authorities by the person responsible for the scope of the particular area of civil aviation to be addressed by the Implementation Procedure.

#### **PART IV EXPENSE**

Neither Authority will fund any approval activities carried out under this MoU. Any expense is assumed to be the responsibility of the applicant, subject to the domestic laws applying to each Authority.

#### **PART V TECHNICAL INTERPRETATION**

In the case of conflicting interpretations of the airworthiness requirements or design-related operational requirements prescribed by the Importing Authority pertaining to certifications, approvals or acceptances under this MoU, and after having exhaustively discussed all technical subjects, the interpretation of the Importing Authority will prevail.

**PART VI  
LANGUAGE**

Correspondence and documentation will be prepared and submitted in the English language unless otherwise specified by the Authorities by mutual arrangement.

**PART VII  
DISPUTE RESOLUTION**

Any disagreement regarding the interpretation or application of this MoU or any of its Implementation Procedures will be resolved by consultation between the Manager Airworthiness and Engineering (CASA) and the Director General of Aircraft Airworthiness Certification Department (CAAC). If the Heads of Airworthiness fail to resolve the disagreement, the dispute will be referred to the Director of Aviation Safety (CASA) and Deputy Administrator (CAAC) (that is, the signatories to this Memorandum of Understanding) for final resolution.

**PART VIII  
IMPLEMENTATION**

The MoU will be implemented in accordance with procedures and conditions jointly determined by the Authorities and set out by their respective offices in Implementation Procedures and/or specific arrangements. The procedures and conditions will be within the basis and scope of the MoU and in accordance with Part III of this document.

**PART IX  
AMENDMENT**

This MoU may be amended through an exchange of official letters by the Authorities. Implementation Procedures on specific matters may be added as an annexure to this MoU upon the mutual decision of the Authorities and consistent with the provisions of Part III.

**PART X  
COMING INTO EFFECT**

This MoU, or any amendment to its text, will come into effect upon the date of signature by both Authorities and will remain in effect until revised by mutual understanding of the two Authorities or terminated by one of the Authorities. An Authority may terminate this MoU by giving the other Authority sixty days' notice in writing or other timeframe as agreed by both parties. Such termination will also terminate all existing Implementation Procedures and/or specific Arrangements executed in accordance with this MoU.

Any ongoing programs, activities or projects will be completed in accordance with such arrangements, unless the Authorities determine otherwise.

The foregoing represents the understandings reached between the national Civil Aviation Authorities of the Commonwealth of Australia and the Government of the People's Republic of China.

Signed in duplicate at Beijing/Canberra in the English and Chinese languages, both texts having equal validity.

FOR CIVIL AVIATION  
ADMINISTRATION OF CHINA

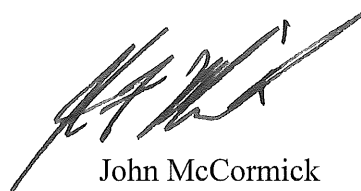
FOR CIVIL AVIATION SAFETY  
AUTHORITY AUSTRALIA

**Original Signed by**

**Original Signed by**



Li Jian  
Deputy Administrator



John McCormick  
Director of Aviation Safety

Date: 2013. 6. 9.

Date: 19 JUN 13