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## 中国民用航空总局和联合航空当局 民用航空安全技术合作谅解备忘录

中国民用航空总局和联合航空当局，以下称双方，为促进和发展双方民用航空安全技术合作，同意达成协议如下：

### 第一条

双方同意在平等、互利和互惠的基础上，就下述内容开展民用航空安全技术领域的合作与交流。此种合作与交流，应遵守双方的有关法律并在各方财政预算之内。

### 第二条

双方同意在以下民用航空安全技术领域进行合作：

- 2.1 适航标准的制定与实施，包括航空产品设计和制造的合格审定；
- 2.2 适航器运行和维修单位的技术标准的制定与实施；
- 2.3 航空人员资格标准的制定与培训。

### 第三条

双方同意通过以下方式进行合作：

- 3.1 就共同感兴趣的民用航空运营安全及航空技术问题交换信息和资料，并建立适当的交流渠道；
  - 3.2 相互了解对方的组织机构、法令、规章、方法和程序；
  - 3.3 派遣民用航空学术与技术人员和代表团互访和参加民用航空研讨会。在必要且实际可行时，参与另一方民用航空的工作；
  - 3.4 为提供人员培训或为提供其它民用航空安全技术援助做出特别安排；
  - 3.5 双方为从对方进口用于民用航空的产品在合格审定和/或认可上提供合作与协助；
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3.6 共同举办各种民用航空研讨会;

3.7 双方同意的有关民用航空安全的其它合作方式。

#### 第四条

如无另一方同意，任何一方不得将提供方标明级别的资料向第三方泄露。

#### 第五条

为协调合作活动，各方应指定一个机构或一名代表负责确定双方合作的特定方向和保证交流的有效进行。各方指定的机构或代表或由他们指派的双方协调人员应保持联系，互相协商以确定合作项目及其它有关事宜。必要时，经双方同意，代表们可进行工作会晤。

#### 第六条

双方同意的特定项目应被纳入本谅解备忘录的附件中，由双方授权的代表书面签署生效。

#### 第七条

7.1 本谅解备忘录用中文和英文写成，在双方的最后一个签字之日起生效。每种文本具有同等效力，并自最后一个签字之日起五年内有效;

7.2 任何一方如欲终止本谅解备忘录或任何有关附件，须提前 60 天书面通知另一方。如双方同意，本谅解备忘录或任何有关附件的终止并不影响根据本谅解备忘录或其它附件的规定正在进行的具体活动;

7.3 本谅解备忘录或任何有关附件经双方同意，可予修改或延长。对已提供的服务，或对本谅解备忘录或其附件的其它条款的任何修改，双方应以适当的书面方式正式议定，并简要说明修改的性质。

中国民用航空总局和联合航空当局同意由双方授权代表签署本谅解备忘录所列条款。

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中国民用航空总局

联合航空当局

签署人： 沈元康 (签字)

签署人： V.K.H. Eggers (签字)

职 务： 副局长

职 务： 主席

日 期： 1997年6月16日

日 期： 1997年6月20日

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**中国民用航空总局和联合航空局  
民用航空安全技术合作谅解备忘录**

附件一

**第一条**

本附件确定在适航规章和程序方面的合作与交流。

**第二条**

2.1 评审中国民用航空规章第 21 部《民用航空产品和零件合格审定的规定》与联合航空要求第 21 部《航空器及其产品和零件的合格审定》之间的差异，寻求解决差异的方法。

2.2 评审中国民用航空规章第 145 部《民用航空器维修单位合格审定的规定》与联合航空要求第 145 部《批准的维修单位》之间的差异，寻求解决差异的方法。

**第三条**

各方将负担其人员在执行本附件时所发生的费用。

**第四条**

本附件一式两份，用中文和英文写成，两种文本具有同等效力。中国民用航空总局和联合航空局同意由双方授权的代表签署本附件所列条款。

中国民用航空总局

联合航空当局

签署人： 沈元康 (签字)

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**中国民用航空总局和联合航空局  
民用航空安全技术合作谅解备忘录**

附件二

**第一条**

本附件规定中国民用航空总局与欧洲联合航空局间航空医学领域的合作与交流。

**第二条**

双方同意在下列航空医学领域内进行合作：

- 2.1 航空医学管理的组织机构及其职责、有关的法律、规定和程序；
- 2.2 航空人员体检标准及航空人员医学执照的管理办法和程序；
- 2.3 航空体检医师的授权；航空体检医师的管理、职责和培训；及
- 2.4 航空人员的心理学选拔、训练及鉴定标准。

**第三条**

双方各自承担其人员执行此附件的费用。

**第四条**

本附件一式两份，用中文和英文写成，两种文本具有同等效力。中国民用航空总局和联合航空局同意双方授权的代表签署本附件所列条款。

中国民用航空总局

联合航空局

签署人： 沈元康 (签字)

签署人： V.K.H. Eggers (签字)

职 务： 副局长

职 务： 主席

日 期： 1997年6月16日

日 期： 1997年6月20日

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**MEMORANDUM OF UNDERSTANDING  
FOR TECHNICAL COOPERATION ON CIVIL AVIATION  
SAFETY**

**BETWEEN THE  
GENERAL ADMINISTRATION OF CIVIL AVIATION OF CHINA  
AND THE  
JOINT AVIATION AUTHORITIES**

The General Administration of Civil Aviation of China, and the Joint Aviation Authorities, subsequently known as the Parties, have recognized the benefits accruable from the promotion and development of technical cooperation in civil aviation safety between each other, have therefore agreed as follows:

**ARTICLE 1**

The Parties agree to conduct cooperation and exchange in the technical fields of civil aviation safety on the basis of equality, reciprocity and mutual benefit as described below and within the limitations of the applicable legislation and the budget of the Parties.

**ARTICLE 2**

The Parties agree to cooperate in the following technical fields of civil aviation safety:

- 2.1 Formulation and implementation of airworthiness standards, including certification of design and manufacture of aeronautical products.
- 2.2 Formulation and implementation technical standards regarding aircraft operations and maintenance organizations.
- 2.3 Airmen qualification standards and training.

**ARTICLE 3**

The Parties agree to cooperate in the following forms:

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- 3.1 Exchange of information and data on operational safety and aeronautical technical subjects of common interest and establishment of channels for the exchange of information as appropriate;
  - 3.2 Familiarization of each others organizational structures, statutes, regulations, methods and procedures;
  - 3.3 Exchange of visits between civil aviation scientific, and technical personnel and delegations, and participation in civil aviation seminars as well as in the civil aviation work of the other party when necessary and practicable;
  - 3.4 Special arrangements for training and other technical assistance in civil aviation safety;
  - 3.5 Co-operation and assistance between the Parties as regards the certification and/or validation of aeronautical products imported from their respective countries for civil aviation use;
  - 3.6 Joint conduct of all kinds of aviation seminars; and
  - 3.7 Other forms of civil safety cooperation when mutually agreed.

#### **ARTICLE 4**

Neither Party shall release information marked classified by the providing party to third Parties without the consent of the other party.

#### **ARTICLE 5**

In order to coordinate activities of cooperation, each Party shall designate an agency or a representative to be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of exchanges. The agencies or the representatives of the Parties or their designated coordinators shall consult with each other through correspondence to define activities of cooperation and other related matters. When necessary and as mutually agreed, the representatives may hold working meeting.

#### **ARTICLE 6**

Specific activities as mutually agreed shall be embodied in the Annexes to this MoU.

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These Annexes will be concluded in writing by the authorized representatives of the Parties.

**ARTICLE 7**

- 7.1 This MoU shall enter into force upon signature of both Parties in the English and Chinese language on the date of the latest signature, each text being equally authentic, and shall remain in force for a five (5) year period from the date of the latest signature.
- 7.2 Either Party may terminate this MoU or any related Annexes by providing the other Party a sixty days prior written notice. The termination of any one Annex under this MoU shall not affect the specific activities undertaken pursuant to the MoU or other Annexes if mutually agreed by both Parties.
- 7.3 This MoU, or its Annexes, may be amended or extended by mutual consent of both Parties. Any changes in the services furnished or other provisions of this MoU or its Annexes shall be formalized by all appropriate written amendments by both Parties which shall outline the nature of the change.

The Parties agree to the provisions of this MoU as indicated by the signature of their duly authorized representatives.

General Administration of  
Civil Aviation of China

Joint Aviation Authorities

By: 沈元康 (Signature)

By: V.K.H. EGGERS (Signature)

Title: Vice Minister

Title: Chairman

Date: June 16, 1997

Date: June 20, 1997

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**ANNEX 1**

**TO THE MEMORANDUM OF UNDERSTANDING FOR TECHNICAL  
COOPERATION ON CIVIL AVIATION SAFETY  
BETWEEN  
THE GENERAL ADMINISTRATION OF CIVIL AVIATION CHINA  
AND  
THE JOINT AVIATION AUTHORITIES**

**ARTICLE 1**

This annex specifies the areas of cooperation and exchange in the field of airworthiness regulations and procedures:

**ARTICLE 2**

2.1 The review of the differences between Chinese Civil Aviation Regulations Part 21 “Certification Procedure for Civil Aviation Products and Parts” and the joint Aviation Requirements Part 21 “Certification of Aircraft and Related Products and Parts”, and the exploration of ways and means to solve the differences.

2.2 The review of the differences between Chinese Civil Aviation Regulations Part 145 “Certification of Maintenance Organizations for Civil Aircraft” and the Joint Aviation Requirements Part 145 “Approved Maintenance Organizations”, and the exploration of ways and means to solve the differences.

**ARTICLE 3**

Each side will bear its own expenses in implementation of this annex.

**ARTICLE 4**

The CAAC and JAA agree to the provisions in this annex, both in English and Chinese, each text being equally authentic, as indicated by the signature of the duly authorized representatives of CAAC and JAA.

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THE GENERAL ADMINISTRATION  
OF CIVIL AVIATION OF CHINA

By: 沈元康 (Signature)

Title: Vice Minister

Date: June 16, 1997

JOINT AVIATION AUTHORITIES

By: V.K.H. EGGERS (Signature)

Title: Chairman

Date: June 20, 1997

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## **ANNEX 2**

# **TO THE MEMORANDUM OF UNDERSTANDING FOR TECHNICAL COOPERATION ON CIVIL AVIATION SAFETY BETWEEN THE GENERAL ADMINISTRATION OF CIVIL AVIATION CHINA AND THE JOINT AVIATION AUTHORITIES**

### **ARTICLE 1**

This annex specifies the co-operation and exchange in the field of aviation medicine between the General Administration of Civil Aviation of China (CAAC) and Joint Aviation Authorities (JAA).

### **ARTICLE 2**

Both sides agree to the following contents for co-operation and exchange in the field of aviation medicine:

- 2.1 The organizations and their responsibilities, the relevant laws, regulations and procedures for aviation medicine management;
- 2.2 The physical examination standards for aviation personnel and the management methods and procedures of medical certificates for aviation personnel;
- 2.3 The methods and qualifications for delegating aviation medical examiners, management, responsibilities and training contents of aviation medical examiners; and
- 2.4 The psychological selection of, and training methods as well as evaluation standards for aviation personnel.

### **ARTICLE 3**

Each side will bear the expenses of its own personnel participating in the implementation of this annex.

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**ARTICLE 4**

CAAC and JAA agree to the provisions of this annex, both in English and Chinese, each text being equally authentic, as indicated by the signature of the duly authorized representatives of CAAC and JAA.

THE GENERAL ADMINISTRATION  
OF CIVIL AVIATION OF CHINA

JOINT AVIATION AUTHORITIES

By: 沈元康 (Signature)

By: V.K.H. EGGERS (Signature)

Title: Vice Minister

Title: Chairman

Date: June 16, 1997

Date: June 20, 1997

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