中国民用航空总局和以色列国运输部民用航空局 民用航空安全技术合作谅解备忘录

中国民用航空总局(以下简称中国民航总局)和以色列国运输部民用航空局(以 下简称以色列民航局),为促进和发展双方民用航空技术合作,通过友好协商,达 成协议如下:

第一条

双方一致同意在平等、互利和互惠的基础上,开展民用航空安全技术领域的 合作与交流。

上述合作与交流,应遵守两国的有关法律。

第二条

双方同意在以下民用航安全技术领域进行合作:

一、适航标准的制定与实施,包括航空产品设计、制造的合格审定;

二、航空器运行和维修单位的技术标准的制定及其实施;

三、航空人员资格标准的制定和培训。

第三条

双方将通过以下方式进行合作:

一、就共同感兴趣的民用航空安全技术问题交换信息和资料,并建立适当的 交流渠道;

二、相互了解对方的组织机构、运营状况、以及各种规章、方法和程序;

三、派遣有关人员和代表团互访或参加民用航空学术研讨会;

四、为提供人员培训或为提供其他民用航空安全技术援助做出某种安排;

五、为促进进口民用航空产品的相互批准给予合作和帮助;

六、双方同意的有关民用航空安全技术的其他合作方式。

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漏。

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 方向和保证交流的顺利进行。各方指定的机构或代表以及由该机构或代表指派的 双方协调人员应随时保持密切联系,互相协商以确定合作项目及其他有关事宜。 必要时,经双方同意,代表们可进行工作会晤。

第六条

双方同意的特定活动应被纳入本谅解备忘录的附录及附件中,由双方授权的 代表书面签署生效。

第七条

一、本谅解备忘记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。

二、任何一方可以书面通知另一方,提前终止本谅解备忘录或任何有关附录 及附件,本谅解备忘录或有关附录及附件在上述通知发出之后第六十日终止。如 双方同意,本谅解备忘录或任何有关附录及附件的终止并不影响根据本谅解备忘 录或其他附录及附件的规定正在进行的具体活动。

三、本谅解备忘录或任何有关附录及附件经签约双方同意,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录及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。

中国民航总局和以色列民航局授权各自的代表在本谅解备忘录上签字,以昭 信守。

中国民用航空总局	以色列国运输部民用航空局				
签署人: 张亚峰 (签字)	签署人: <u>M. SHARON (签字)</u>				
职 务:	职务:局长				
日期: <u>1996年1月15日</u>	日期: 1996年12月4日				

MEMORANDUM OF UNDERSTANDING FOR TECHNICAL COOPERATION IN THE FIELD OF CIVIL AVIATION SAFETY

BETWEEN

THE GENERAL ADMINISTRATION OF CIVIL AVIATION OF CHINA

AND

THE CIVIL AVIATION ADMINISTRATION OF ISRAEL

The General Administration of Civil Aviation of China (hereinafter referred to as CAAC) and the Civil Aviation Administration of Israel (hereinafter referred to as CAAI) have, for the purpose of promotion and development of technical cooperation in civil aviation safety between the two countries. through friendly negotiation reached an agreement as follows:

ARTICLE 1

Both parties unanimously agree to develop cooperation and information interchange in the technical field of civil aviation safety on the basis of equality, mutual benefit and reciprocal favored treatment.

The above mentioned cooperation and interchange shall abide by the applicable law of both countries.

ARTICLE 2

Both 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 of technical standards regarding aircraft operations and maintenance organizations;
- 2.3 Formulation of airmen qualification standards and airmen training.

ARTICLE 3

Both parties will cooperate in the following forms:

- 3.1 Exchange of information and data on technical subjects of common interest concerning civil aviation safety and establishment of appropriate channels for the exchange of information;
- 3.2 Mutual understanding of each other's organizational structures, operational situations, regulations, methods and procedures;
- 3.3 Sending of personnel concerned or delegations to exchange of visits or participation in civil aviation academic seminars;
- 3.4 Certain arrangements for providing training of personnel or assistance in other civil aviation safety techniques;
- 3.5 Cooperation and assistance in promoting mutual approval of imported civil aviation products;
- 3.6 Any other form of cooperation concerning civil aviation safety techniques when mutually agreed upon.

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 specific directions of cooperation and for ensuring successful exchanges of information. Each party's designated agency or representative as well as their designated coordinator, shall keep close contact and consult with each other to determine items of cooperation and other related matters. When necessary and as mutually agreed, the representatives may hold working meetings.

ARTICLE 6

Specific activities as mutually agreed shall be embodied in agreements and annexes to this MOU. These agreements and annexes will be concluded in writing by the designated representatives of the two parties.

ARTICLE 7

- 7.1 This MOU shall enter into force upon signature of both parties in 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 agreements or annexes by providing the other party with a sixty day prior written notice.

The termination of any one agreement or annex under this MOU shall not affect the specific activities undertaken pursuant to this MOU or other agreements and annexes if mutually agreed by both parties.

7.3 This MOU, or its agreements and 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 agreements and annexes shall be formalized by an appropriate written amendment by both parties which shall outline the nature of the change.

The CAAC and the CAAI agree to the provisions of this MOU as indicated by the signature of their duly authorized representatives.

General Administration of Civil Aviation of China People's Republic of China	Civil Aviation Administration of Israel Ministry of Transport State of Israel				
By: <u>张亚峰</u> (Signature)	By: M.SHARON (Signature)				
D.G. International Cooperation Affairs Department	Title: D.G. CAAI				
Date: Jan. 15, 1996	Date: Oct. 30, 1995				

ANNEX A TO THE MOU

This Annex has been developed as function of the industrial cooperation between Israel Aircraft Industries Ltd (IAI) and Shenyang Aircraft Corporation (SAC) for manufacture of parts:

DWG LIST TR 366-00-00-28466 ISSUE B

DWG LIST TR 366-00-00-28474 NEW

OR LATER REVISIONS.

Therefore, CAAC and CAAI do hereby agree on the following for the official surveillance of manufacturing:

- 1. CAAI delegates to CAAC, in conditions specified hereafter in the present Annex, tasks of surveillance of production of above-mentioned parts manufactured in China for aircraft components assembled in Israel, and CAAC accepts to perform them.
- 2. The present Annex is applicable only for the parts required in the above-mentioned TR's.
- 3. Both CAAI and CAAC will have to satisfy themselves as to the manufacturer's compliance with quality requirements specified by IAI.

They will verify that the parts are subject to order from IAI which specifies the supply definition.

IAI is responsible for the quality control plan that has to be observed by IAI and SAC.

CAAI will verify that the quality control plan is exhaustive and is in accordance with CAAI requirements.

- 4. (a) CAAC will verify that SAC manufactures and delivers parts according to specification, design, production and quality requirements of IAI Document APA/IS/8671 and SAC Document SACQP001.
 - (b) CAAC will use, at the exception of specific requests from CAAI, its own methods and procedures to carry out manufacturer's surveillance.

- (c) CAAC will sign the conformity certificates as per Attachment 1 (CAAI Form 8130-3) or CAAC equivalent form, after receiving Statement of Conformity (CAAI Form 8130-9 Attachment 2) signed by SAC.
- (d) CAAC will verify that the non-conformities on the parts follow the directives defined in the procedure on concession defined by IAI.

Concessions requested by SAC to IAI for nonconforming parts will be signed by CAAC. This signature means only an agreement on the nature and description of the nonconformity, following an agreement between IAI and SAC.

- (e) CAAC will inform CAAI about any significant discrepancy of the manufacturing process.
- NOTES: 1) CAAC will take responsibility only for the conformity of the parts supplied not for their airworthiness, as CAAC was not involved in the design of the parts.
 - 2) CAAC may delegate its signature to persons designated by CAAC for this purpose. In such a case, CAAC must supply to CAAI the names of these persons, their signature, the stamp they use, and to define the field of the delegation granted.
- 5. Whenever it comes to the notice of CAAI major problems of conformity or condition of the parts supplied by SAC, CAAC will be requested by CAAI to perform an investigation.

In certain cases, CAAI will ask CAAC to make a joint investigation.

6. In case of modification of the present contract, or of signing of new contract between the same partners, CAAI will inform CAAC in order to examine together the repercussions of the present Annex.

王京玲 (Signature) Jan. 15, 1996 Signature of CAAC Wang Jingling Deputy Director of Airworthiness Liaison Div. Aircraft Airworthiness Dept. CAAC P.GRANDEL (Signature)

Signature of CAAI for Pavel Yoresh Deputy Director CAAI Airworthiness

Attachment 2								
^{1.} State of Israel Ministry of Transport Civil Aviation Administration (CAAI)			IRWORTHINESS APPROVAL TAG CAAI FORM 8130-3		LTAG	3. System Tracking Ref. No.		
4. Organiz	zation						5. Work-ord	er/ Contract / Invoice No.
6. Item	7. Description	8. Part No.	9. Eligibil	ity *	10. Quantity	11. Serial / Bat	ich No.	12. Status / Work
* Limited li	i fe parts must be accompanied by maint	enance history ir	ncluding total time/total cycles/time	since new	· · · · · · · · · · · · · · · · · · ·			
13. Rema	-					•		
14. New Newly overhauled Certifies that the part(s) identified above except as otherwise specified in block 13, was (were) manufactured / inspected in accordance with the airworthiness regulations of the stated country and/or in the case of parts to be exported with the approved design dara and with the notified special requirements of the importing country.				 Return to service in accordance with CAAI, "General Operating and Flight Rules" regulation no. 133 Certifies that the work specified in block 13 above was carried out in accordance with CAAI airworthiness regulations and in respect to the work performed, the part(s) is (are) approved for return to service 				
15. Signat	ure	16. CAAI Authorization No.		20. Authorized Signature		1.4		21. Certificate No.
17. Name	(typed or printed)		18. Date	22. Name (typed or printed)				23. Date

State of Israel STATEMENT OF CONFORMITY מדינת ישראל STATEMENT OF CONFORMITY מדינת ישראל State of Israel Ministry of Transport Civil Aviation Administration (CAAI) מינהל התעופה האזרחית הצהרה על התאמה				
SECT	ION I - AIRCRAFT			
1. Make	2. Model			
3. Serial No.	4. Registration No.			
SEC	TION II - ENGINE			
1. Make	2. Model			
3. Serial No.				
	NIII - PROPELLER			
1. Make	2. HUB Model			
3. Blade Model	4. HUB Serial No.			
5. Blade Serial Nos.				
SECTION	IV - CERTIFICATION			
 I hereby certify that : A. I have complied with CAAI Aviation Regulation Subpart 2 (15a) and with equiv. FAR Section21.33 (a) B. The aircraft described above, produced under type certificate only (CAAI Aviation Regulation Subpart 6 and equiv FAR 21 Subpart F), conforms to its type certificate, is in a condition for safe operation, and was flight checked on				
Notes :	• •			
Signature of certifier	Title			
Organization	Date			