

TECHNICAL ARRANGEMENT
ON
AVIATION MAINTENANCE
BETWEEN
CIVIL AVIATION ADMINISTRATION OF CHINA
AND
CIVIL AVIATION AUTHORITY OF SINGAPORE



**TECHNICAL ARRANGEMENT ON AVIATION MAINTENANCE
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This Technical Arrangement on Aviation Maintenance ("**Technical Arrangement**") dated 20 August 2019 is entered into between the CIVIL AVIATION ADMINISTRATION OF CHINA (**CAAC**) and the CIVIL AVIATION AUTHORITY OF SINGAPORE (**CAAS**) (hereinafter referred to singularly as "Party", and collectively as "Parties").

Whereas

- (A) The Parties agree that their respective laws, regulations, standards, practices, procedures and systems for the approval and monitoring of aircraft maintenance in general, and approved maintenance organisations in particular, are sufficiently comparable to permit the acceptance of each other's maintenance oversight systems, subject to the procedures described in the provisions of this Technical Arrangement.
- (B) The Parties now wish to work in accordance with this Technical Arrangement on Aviation Maintenance from the date on which it is signed until such time as it is replaced by some other arrangement or agreement, or otherwise revised by mutual agreement, or revoked by either of the Parties.
- (C) Therefore, and without prejudice to the obligations of each Party under its own laws, regulations, standards, practices, procedures and systems, the purpose of this Technical Arrangement is to save duplication of inspections and evaluations by:
 - (i) Enabling each Party to recognise the other Party's inspection and evaluation findings for the approval of maintenance organisations as its own inspection and evaluation findings; and
 - (ii) Enabling each Party to recognise the other Party's approval of a maintenance organisation as a basis for the initial grant, renewal or amendment of its own approval for that same organisation; and
 - (iii) That except by mutual consent in a particular case to cater for circumstances that are not adequately addressed by this Technical Arrangement, neither Party will carry out any further audit for the purpose

of the initial grant or renewal of an approval to a maintenance organisation in the Area of the other Party. For the avoidance of doubt, nothing herein will prevent either Party from performing an audit for approving: -

- a) a line maintenance facility located in the Area of the other Party and not under the direct oversight of the other Party.

IT IS HEREBY AGREED as follows:

Definitions

1. In this Technical Arrangement, unless the context otherwise requires, the following words shall have the following meanings:

Area in relation to the responsibility of CAAC means the People's Republic of China(China), and in relation to the responsibility of CAAS, means the Republic of Singapore(Singapore);

Aeronautical Product means any civil aircraft, and any aircraft engine, propeller, sub assembly, appliance, material, part or component to be installed thereon;

Convention means the Convention on International Civil Aviation signed in Chicago on 7 December 1944;

Maintenance means the performance of inspection, overhaul, repair, preservation, modification or the replacement of parts, components, materials, appliances, of an aeronautical product;

Overseeing Authority means the Party having jurisdiction over a maintenance organisation that performs maintenance pursuant to this Technical Arrangement;

Responsible Authority means the Party having responsibility pursuant to the Convention for the airworthiness of an aircraft maintained pursuant to this Technical Arrangement, or an aircraft upon which parts that have undergone maintenance pursuant to this Technical Arrangement are to be installed;

Technical records mean any documents that an owner or operator in respect of the aeronautical product is required to keep and that identifies in a legible and permanent manner the name, signature or personal identifier of the person who performed maintenance on the aeronautical product on the date as specified therein and the particulars of maintenance and includes but is not limited to

journey, airframe, engine, propeller and component logs, weight and balance reports, technical drawings, x-ray films and other non-destructive tests (NDT) reports, laboratory reports and flight test records.

Scope

2. This Technical Arrangement provides for:
 - 2.1 The acceptance by one Party of the inspection and evaluation for the purpose of the initial grant or renewal of approval of maintenance organisations performed by the other Party; and
 - 2.2 The acceptance by one Party of the initial grant or renewal of approval of maintenance organisations granted by the other Party as a basis for the issuance of the initial grant or renewal of its approval; and
 - 2.3 The exchange of information regarding maintenance standards and maintenance certification systems; and
 - 2.4 Co-operation and assistance with respect to the maintenance of Aeronautical Products.
3. Unless otherwise agreed between the Parties in a particular case, this Technical Arrangement only applies to maintenance organisations that are located within the Area of the Overseeing Authority.
4. Unless otherwise agreed between the Parties, the approvals issued by Responsible Authority under this Technical Arrangement shall not exceed the scope of the ratings and limitations contained in the approvals issued by the Overseeing Authority.

CAAS Maintenance Organisation Certificate

5. Without prejudice to the discretion of the CAAS Director-General of Civil Aviation under the Air Navigation Order and the SAR-145, a maintenance organisation located in China shall be issued with a SAR-145 certificate of approval if that maintenance organisation has been granted an approval as a maintenance organisation by the CAAC in accordance with CCAR-145, complies within the provisions of this Technical Arrangement, including requirements set forth in Annex 1 and demonstrates the need to work on civil aeronautical products under the regulatory control of CAAS.



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6. The CAAS certificate of approval shall only be issued to additional fixed stations, or line maintenance facilities located within China. Each additional fixed location or line maintenance facility must also be under the surveillance of the CAAC. This Technical Arrangement does not apply to any CAAS approved line maintenance facility located outside of China.

CAAC Maintenance Organisation Certificate

7. Without prejudice to the discretion of the CAAC Administrator under the CCAR-145, a maintenance organisation located in Singapore shall be issued with a CCAR-145 certificate of approval if that maintenance organisation has been granted an approval as a maintenance organisation by the CAAS in accordance with SAR-145, complies with the provision of this Technical Arrangement, including the requirements set forth in Annex 1 and demonstrates the need to work on civil aeronautical products under the regulatory control of CAAC.
8. The CAAC certificate shall only cover additional fixed stations, or line maintenance facilities located within Singapore. Each additional fixed location or line maintenance facility must also be under the surveillance of the CAAS. This Technical Arrangement does not apply to any CAAC approved line maintenance facility located outside of the Singapore.

Maintenance and Certification

9. Maintenance performed on a civil aeronautical product under the regulatory control of the Responsible Authority may be accomplished and that product be certified for release to service by an approved maintenance organisation under the regulatory control of the Overseeing Authority, where it has been approved by the Responsible Authority in accordance with the provisions of this Technical Arrangement.

Mutual Co-operation and Technical Assistance

10. The Parties will provide information regarding the provisions of this Technical Arrangement, and will develop appropriate advisory publications and circulate these publications through established methods in their respective Areas to inform the public of the provisions of the Technical Arrangement and outline the special requirements necessary for persons to perform and certify work under the provisions of this Technical Arrangement.

11. The Parties agree to provide each other with technical evaluation assistance upon request, to further the purposes and objectives of this Technical Arrangement. Such assistance may include, but is not limited to, reporting on maintenance organisation's continued compliance with the requirements of this Technical Arrangement.
12. The Parties will provide each other with any and all regulations, standards, guidance material, policies, practices and interpretations relevant to this Technical Agreement, and will ensure that such documents are updated and provided to the other Party in a timely manner. In addition, each Party will notify the other Party of any proposal or initiative to amend such documents and provide the other Party the opportunity to review and comment on the proposals or initiatives.
13. Where urgent or unusual situations develop that are within the scope of this Technical Arrangement but are not specifically addressed herein, the Parties will review and consult each other, and upon mutual consent, take appropriate action, including but not limited to amendment or revision to this Technical Arrangement where required.
14. The Parties will by mutual co-operation and with reasonable prior notice, arrange one Party to participate in the other's inspections and audits as an observer.
15. Either Party is permitted to request the disclosure or review of any data concerning any approval granted under the Technical Arrangement by the other Party from time to time, subject to applicable statutory or other requirements relating to privacy or confidentiality.
16. Subject to reasonable prior notification, the Parties will endeavour to arrange each other to conduct independent inspections of each other's maintenance organisations to investigate issues relating to aircraft safety and the effective application of this Technical Arrangement.

Notification

17. Each Party will notify the other Party of any instance of unsatisfactory compliance with any regulations or any condition set forth in this Technical Arrangement that affects the ability of an approved organisation to comply with the provisions of this Technical Arrangement. The Parties agree that non-compliance or unsatisfactory compliances will be corrected in a timely manner.

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18. Each Party will promptly notify the other Party of any investigation into non-compliance that could result in delisting, certificate suspension or revocation, or penalty in respect of a maintenance organisation approved in accordance with this Technical Arrangement.
19. Each Party agrees, subject to applicable laws and regulations, to provide mutual cooperation and assistance in any investigation or enforcement proceedings of any alleged or suspected violation of any laws or regulations by an organisation approved under the scope of this Technical Arrangement.
20. Each Party retains the right to take enforcement action against an organisation approved under its respective regulations. The Parties agree that in appropriate cases, a Party may review an enforcement action taken by the other Party and each Party will consult the other Party before taking a final enforcement decision.
21. The Parties agree to notify each other in the event of a revocation or suspension of an organisation approved under the SAR-145 or the CCAR-145. Each Party must ensure that adequate notice is given to inform the industry of such revocation or suspension.

Administration and Implementation

22. The CAAS Director General of Civil Aviation and the CAAC Deputy Administrator will be the responsible persons for the administration and implementation of this Technical Arrangement.
23. The Parties will also advise each other of any significant changes to their organisations that affect the administration and implementation of the provisions of this Technical Arrangement, including but not limited to the identity of the holders of the posts mentioned in Paragraph 22.
24. The Parties will jointly review this Technical Arrangement from time to time and may amend it as appropriate by mutual consent, each amendment or revision to be recorded in writing.
25. Any disagreement regarding the interpretation or application of this Technical Arrangement will be resolved by consultation between the persons identified at Paragraph 22, or their designated representative, the identity of which shall be made known to the other Party.
26. The Parties will develop and mutually agree on implementation procedures for this Technical Arrangement. Such procedures should be set out in writing. The Parties

will jointly review such implementation procedures from time to time and may amend it as appropriate by written agreement.

27. Annex 1 as attached to this Technical Arrangement shall be read with and form an integral part of this Technical Arrangement.

Costs and Expenses

28. The Parties shall each bear their own costs and expenses incurred in connection with the preparation and implementation of this Technical Arrangement.
29. Each Party agrees that no fees or other payments shall be payable to the other Party under this Technical Arrangement for the provision to each other of the inspection reports and other documentation referred to in this Technical Arrangement.

Fees for Issuance of Certificates

30. This Technical Arrangement is without prejudice to the applicable regulations concerning the fees charged by each Party for the issuance and oversight of approvals of its maintenance organisations.

Legal Liabilities

31. This Technical Arrangement does not establish any legal relations between the Parties. Nothing in this Technical Arrangement operates to preclude or supersede liabilities otherwise arising as a matter of law.
32. Where it is not otherwise inappropriate to do so, the Parties agree to liaise with one another with a view to addressing any legal issues that may arise as a consequence of actions taken under this Technical Arrangement.
33. The Parties acknowledge that nothing in this Technical Arrangement legally restricts or enlarges either Party's statutory functions, powers of duties, including to take all appropriate and immediate measures necessary to eliminate or minimise any derogation of safety.

Entry into Force


34. This Technical Arrangement shall enter into force upon signature by the persons identified in paragraph 22.

Termination

35. Either Party may terminate this Technical Arrangement at any time by giving written notice of its intention to the other Party. This Technical Arrangement will terminate 180 days following the date of receipt of such notice, unless the said notice is withdrawn by mutual consent before the expiry of the 180-day period.
36. Such termination shall not affect the validity of any certificate and other approval granted by the Parties under the terms of this Technical Arrangement prior to its termination.

Signed on 20 August 2019 in Kathmandu, Nepal.

FOR THE CIVIL AVIATION
ADMINISTRATION OF CHINA
(CAAC)



Mr. Li Jian
Deputy Administrator
Civil Aviation Administration of China

FOR THE CIVIL AVIATION
AUTHORITY OF SINGAPORE
(CAAS)



Mr. Kevin Shum
Director General
Civil Aviation Authority of Singapore

ANNEX 1

1. The Overseeing Authority will ensure that the following criteria are met by each organisation authorised to maintain products in accordance with this Technical Arrangement.
2. Except as provided otherwise in accordance with Paragraph 3 of this Technical Arrangement, the maintenance organisation must be located within the Area of the Overseeing Authority. Organisations outside the Area of the Overseeing Authority may be included in specific cases by mutual consent of the two Overseeing Authorities of the respective Party.
3. Work may be contracted/subcontracted by the maintenance organisation to:
 - 3.1 Organisations approved by the Responsible Authority;
 - 3.2 Organisations located outside the Area of the Overseeing Authority, only where the organisations concerned are accepted via other Technical Arrangements entered into by the Responsible Authority, or are otherwise recognised by the Responsible Authority; or
 - 3.3 Any organisation, not addressed in paragraphs 3.1 or 3.2 (above), provided that the maintenance organisation responsible for issuing any of the certificates listed in paragraph 5 of the Technical Arrangement for the release of the work extends its quality system to that organisation.
4. The maintenance organisation will include in its Exposition or Maintenance Organisation Manual, either within the body of the manual or by means of a suitable supplement, the following items:
 - 4.1 A statement signed by the current CEO or authorised accountable executive directing that personnel of the organisation to comply with the policies and procedures contained therein relating to the provisions set out in this Technical Arrangement.
 - 4.2 Confirmation that failure to comply with the provisions of this Technical Arrangement, or with the policies and procedures described in the company Exposition or Maintenance Organisation Manual, may be grounds for suspension or cancellation of any privileges granted pursuant to this Technical Arrangement.
 - 4.3 Confirmation that the Responsible Authority may have access to the organisation to confirm compliance with the requirements of this Technical Arrangement.

4.4 Specification on the scope of work relevant to the extent of approval granted by Responsible Authority.

4.5 Procedure to ensure that:

- (i) Maintenance is performed in accordance with the regulations of the Overseeing Authority.
- (ii) Aeronautical Products are released using appropriate release certificate required by the Responsible Authority.
- (iii) Any parts installed have been manufactured or maintained by organisations that are acceptable to the Responsible Authority.
- (iv) The design of any repairs and modifications to Aeronautical Products which are not from the Original Equipment Manufacturer or which would otherwise require approval of the Responsible Authority will be approved in accordance with the requirements of the Responsible Authority.
- (v) Regulations relating to Airworthiness Directives and Airworthiness Limitations of the Responsible Authority are complied with.
- (vi) Technical Records are completed in accordance with the requirements of the Responsible Authority.
- (vii) Any mandatory reportable conditions found in Aeronautical Products are reported to the Responsible Authority, Overseeing Authority and customer.
- (viii) Relevant personnel in the maintenance organisation are trained and kept update on the laws, regulations, standards, practices, procedures and systems relevant to this Technical Arrangement.
- (ix) Responsible Authority is notified on any changes that could affect their approval.

5. Notwithstanding any of the foregoing, either Party may revoke the status and privileges of an organisation pursuant to this Technical Arrangement, where the Party finds that the organisation is not maintaining the applicable standards or is otherwise not achieving the intent of this Technical Arrangement.