

**Memorandum of Understanding  
(MOU)**

**Between**

**The Civil Aviation Administration of  
China  
(CAAC)**

**And**

**Agence Nationale de l'Aviation Civile  
du Bénin  
(ANAC)**

**For Continued Airworthiness of  
Aircraft Designed and Produced in  
China and Operated as a Benin  
Registered Aircraft**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is

BETWEEN

THE NATIONAL AVIATION AUTHORITY IN BENIN – AGENCE NATIONALE DE L'AVIATION CIVILE DU BENIN (hereinafter referred to as "ANAC")

AND THE CIVIL AVIATION ADMINISTRATION OF CHINA (hereinafter referred to as "CAAC").

The ANAC and CAAC may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS:

1. The CAAC and the ANAC, are the competent authorities of the respective governments of the People's Republic of China and the Republic of Benin with regard to civil aviation matters ;
2. The Parties desire to cooperate in the fields of aviation safety and environmental protection to increase their efficiency in the field of civil aviation ;
3. The Parties, desiring to apply this MOU in accordance with the principles and provisions of the Convention on International Civil Aviation Organization (ICAO) signed at Chicago on 7 December 1944 (Chicago Convention) have concluded as follows :

#### **1. Objective**

This MOU is concluded to ensure the continued airworthiness of aircraft designed and produced in China which is to be registered and operated in the Republic of Benin.<sup>1</sup>

#### **2. General provisions**

Based on the standard procedures adopted by the ANAC in accordance with the provisions of the applicable Civil Aviation Regulations which is consistent with the Annex 8 to the Chicago Convention, ANAC validates/accepts the type design approval of civil aircraft for which the CAAC is the primary type certifying Authority. Therefore, this MOU defines the responsibilities of both Parties during the operation of the said aircraft when registered in the Republic of Benin as follows:

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<sup>1</sup> Note : "aircraft designed and produced in China" in this MOU means the aircraft for which China functions as the State of Design(SOD) and the State of Manufacturer(SOM) as defined by Annex 8 of ICAO.

- a) Cooperate and assist each other on the issuance of Type Certificate Validation
- b) Cooperate and assist each other on the issuance of the export airworthiness certificate;
- c) Cooperate and assist each other during the process of issuance of certificate of airworthiness;
- d) Cooperate and assist each other on the application of airworthiness directives;
- e) Cooperate, assist each other and exchange information on the continued airworthiness of aircraft.

### **3. Mutual cooperation and assistance**

- a) Each Party shall cooperate in the analysis of airworthiness concerns occurring on the aircraft to which this MOU applies.
- b) CAAC shall provide to ANAC all relevant aircraft documents for issuance of TYPE CERTIFICATE VALIDATION, the content is listed in Appendix II to this MOU.
- c) CAAC shall specify any appropriate actions that it finds necessary to correct any unsafe condition related to continued airworthiness, during the aircraft operation.
- d) CAAC shall assist ANAC in the determination of actions considered necessary for the continued airworthiness of the aircraft
- e) CAAC shall communicate to ANAC the airworthiness directives, mandatory modifications, the special inspections, the special limits of operation, or any other necessary specific actions for the continued airworthiness of the concerned aircraft.
- f) The content of the aircraft manufacturer's scheduled maintenance requirements, flight manual and further change approved by CAAC shall be accepted by ANAC during the aircraft operation.
- g) ANAC shall inform CAAC of the applicable design related operation requirements in Benin before delivery of the particular aircraft to Benin.
- h) ANAC shall inform CAAC of all failures, malfunctions or defects noted during the operation of the aircraft. The content of the notification is listed in Appendix I to this MOU.
- i) Upon request from ANAC, CAAC will provide appropriate technical support to ANAC for the oversight of the safe operations of the aircraft.
- j) CAAC will accept a used aircraft returned from Benin to China based on the airworthiness certificate issued by ANAC before export, provided that China is the original SOD and SOM of the aircraft.

### **4. Communication**

Communication concerning continued airworthiness information exchange between both Parties shall be provided to the addresses listed in Appendices I & II. Correspondence and documentation relating to the aircraft shall be produced in English.

## **5. Implementation**

- a) The two Parties shall work in accordance with this MOU from the date of signature by the last signing Party. This MOU may be reviewed or amended by mutual agreement of both Parties and any such review or amendment shall be in writing and signed by both Parties. The said amendment shall be annexed to this MOU and shall form an integral part of this MOU.
- b) Each Party shall notify the other Party in writing of any reorganization, restructuring or any other change in their respective organization which may affect their performance and/or fulfilment of their obligation under this MOU.

## **6. Dispute Resolution**

- a) If a Party believes that the other Party is not complying with any of the terms of this MOU, that Party shall inform the other Party of its concerns and seek appropriate redress.
- b) Any dispute between the Parties arising out of the interpretation, application or implementation of the provisions of this MOU shall be settled amicably through consultation or negotiations between the Parties.

**7. Coming into force**

This present MOU shall come into force from the date of signature by the last signing Party.

SIGNED FOR AND ON BEHALF OF  
OF

SIGNED FOR AND ON BEHALF

Agence Nationale de l'Aviation  
Civile du Bénin

Civil Aviation Administration  
of CHINA



**Karl LEGBA**

Director of Civil Aviation



**Yang Zhenmei**

Director General, Aircraft  
Airworthiness Certification  
Department

Date: 26 JUL 2023

Date: 2023-07-20

## APPENDIX I

Notification of the following failures, malfunctions or defects encountered in service will be provided by the ANAC to the CAAC designated office within 20 working days of the ANAC receiving notification by the relevant operator of the aircraft. Both Parties will use the most expedient means available to deliver this information (fax, electronic mail).

- (1) Fires caused by an aircraft system or equipment failure, malfunction, or defect.
- (2) An engine exhaust system failure, malfunction, or defect which causes damage to the engine, adjacent aircraft structure, equipment, or components.
- (3) The accumulation or circulation of toxic or noxious gases in the crew compartment or passenger cabin.
- (4) A malfunction, failure or defect of a propeller control system.
- (5) A propeller or rotorcraft hub, or blade structural failure.
- (6) Flammable fluid leakage in areas where an ignition source normally exists.
- (7) A brake system failure caused by structural or material failure during operation.
- (8) A significant aircraft primary structural defect or failure caused by any autogenous condition (fatigue, understrength, corrosion, etc.).
- (9) Any abnormal vibration or buffeting caused by a structural or system malfunction, defect, or failure.
- (10) An engine failure.
- (11) Any structural or flight control system malfunction, defect, or failure which causes an interference with normal control of the aircraft for which derogates the flying qualities.
- (12) A complete loss of more than one electrical power generating system or hydraulic power system during a given operation of the aircraft.
- (13) A failure or malfunction of more than one attitude, airspeed, or altitude instrument during a given operation of the aircraft.

## APPENDIX II

- The following data should be supplied by CAAC:
  1. A statement of the applicable design certification standards.
  2. General interior arrangement configuration drawings
  3. Three-view drawing exterior configuration.
  4. Master drawing list
  5. Master equipment list
  6. Aircraft Flight Manual including the Configuration Deviation List, if applicable.
  7. Instructions for Continued Airworthiness.
  8. Certification compliance (checklist)
  9. Data and descriptive information needed by the Authority to approve the type certificate data sheet.
  10. Listing of service life for critical parts subject to fatigue.

### NOTE:

1. Upon delivery of the aircraft, a statement certifying compliance with the type certification basis or agreed certification criteria (including additional technical conditions), which will be associated with Airworthiness Export certificate, will be supplied by CAAC
2. All applicable regulations must be listed and their amendment levels determined. This point is essential for the collection of substantial data to review and approve aircraft modifications, major repairs, exemptions and maintenance programs.

### **APPENDIX III**

What follows are the contact addresses between the CAAC and ANAC.

#### **People's Republic of China**

Aircraft Airworthiness Certification Department  
Civil Aviation Administration of China  
155 Dong si xi da jie, Beijing 100710  
China  
Phone: 86-10-64092311/2390  
Fax : 86-10-64033087  
E-mail : xj\_liu@caac.gov.cn /df\_liu@caac.gov.cn

#### **Republic of Benin**

Direction de la Sécurité des vol  
Agence Nationale de l'Aviation Civile du Bénin  
Adresse : Avenue Jean Paul II, Route de l'Aéroport, Porte N°4912, 01 BP 305 Cotonou  
Tel : 00 229 21 30 92 17 / 00 229 95 20 30 92  
Fax : 00 229 21 30 45 71  
Email : [anacaero@anac.bj](mailto:anacaero@anac.bj) / [e.dansou@anac.bj](mailto:e.dansou@anac.bj)