

**Memorandum of
Understanding
(MoU)**

Between

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

And

**The South African Civil Aviation Authority
(SACAA)**

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

繪

GMS

THIS MEMORANDUM OF UNDERSTANDING (MOU) is

BETWEEN

SOUTH AFRICAN CIVIL AVIATION AUTHORITY (hereinafter referred to as "SACAA")

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

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

WHEREAS:

The CAAC and the SACAA are the competent authorities of the respective governments of the People's Republic of China and the Republic of South Africa with regard to civil aviation matters;

The Parties desire to cooperate in the fields of aviation safety and environmental protection to increase their efficiency in the field of civil aviation;

The Parties, desiring to apply this MoU in accordance with the principles and provisions of the Convention on International Civil Aviation 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 are to be registered and operated in the Republic of South Africa

2. General provisions

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

- a) Cooperate and assist each other on the issuance of the export airworthiness certificate;

徐

GMUB

- b) Cooperate and assist each other during the process of issuance of certificate of airworthiness;
- c) Cooperate and assist each other on the application of airworthiness directives; and
- d) 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 specify any appropriate actions that it finds necessary to correct any unsafe condition related to continued airworthiness, during the aircraft operation.
- c) CAAC shall assist SACAA in the determination of actions considered necessary for the continued airworthiness of the aircraft.
- d) CAAC shall communicate to SACAA 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.
- e) The content of the aircraft manufacturer's scheduled maintenance requirements, flight manual and further change approved by CAAC shall be accepted by SACAA during the aircraft operation.
- f) SACAA shall inform CAAC of the applicable design related operation requirements in South Africa before delivery of the particular aircraft to South Africa.
- g) SACAA 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.
- h) Upon request from SACAA, CAAC will provide appropriate technical support to SACAA for the oversight of the safe operations of the aircraft.

徐

4. Communication

Communication concerning continued airworthiness information exchange between both Parties shall be provided to the addresses listed in Appendix 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 organisation 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
SOUTH AFRICAN CIVIL AVIATION AUTHORITY

Poppy Khoza
Director of Civil Aviation

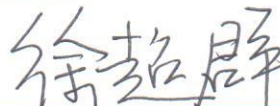


Date:



SIGNED FOR AND ON BEHALF OF
CIVIL AVIATION ADMINISTRATION
OF CHINA

Xu Chaoqun
Director General, Aircraft
Airworthiness Certification
Department



Date:

2018-11-6

APPENDIX I

Notification of the following failures, malfunctions or defects encountered in service will be provided by the SACAA to the CAAC designated office within 20 working days of the SACAA 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.



徐

GPB

APPENDIX II

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

People's Republic of China

Aircraft Airworthiness Certification Department
Civil Aviation Administration of China
155 Dong si xi da jie, Beijing 100710
China

Phone: 86-10-64091371/1321

Fax: 86-10-64033087

E-mail: zhangsen@caac.gov.cn / chenye@caac.gov.cn

The Republic of South Africa

Department: Airworthiness
South African Civil Aviation Authority
Private Bag X 73
Halfway House
1685
Tel: +27 11 – 545 1000
Fax: +27 11 – 545 1455
Email: mail@caa.co.za / intmissions@caa.co.za



徐

GRAB