

**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 in the civil register and operated in the Republic of Benin.

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:

- 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.

4. Communication

Communication concerning continued airworthiness information exchange between both Parties shall be provided to the addresses listed in the Appendix III. 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.

SIGNED FOR AND ON BEHALF OF

SIGNED FOR AND ON BEHALF OF

Agencia Nacional de Aviación
Civil de España

Civil Aviation Administration
of CHINA

XU LIGUA

Xu Chaoqun

Director General, Spanish
Civil Aviation

Director General, Spanish
Civil Aviation
Department

7. Coming into force

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

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the National Aviation Authority of the Republic of Benin, on the one hand, and the Civil Aviation Administration of China, on the other hand, have signed this Memorandum of Understanding in four (04) original copies in the English language, at the date and place indicated below:

Made in Beijing, on 18 December 2019

SIGNED FOR AND ON BEHALF OF

SIGNED FOR AND ON BEHALF OF

Agence Nationale de l'Aviation
Civile du Bénin

Civil Aviation Administration
of CHINA



Karl LEGBA

Director of Civil Aviation



Xu Chaoqun

Director General, Aircraft
Airworthiness Certification
Department

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 / 1321
Fax : 86-10-64033087
E-mail : xj_liu@caac.gov.cn / chenye@caac.gov.cn

Republic of Benin

Direction du Contrôle de la Sécurité
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 / e.dansou@anac.bj

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