

**Memorandum of Understanding
(MoU)**

Between

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

And

**The Ghana Civil Aviation Authority
(GCAA)**

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

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made this 2nd day of June 2016.

BETWEEN

GHANA CIVIL AVIATION AUTHORITY, PMB, KOTOKA INTERNATIONAL AIRPORT,
ACCRA (hereinafter referred to as "GCAA").

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

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

WHEREAS:

1. The CAAC and the GCAA, are the competent authorities of the respective governments of the People's Republic of China and the Republic of Ghana with regard to civil aviation;
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 Organisation (ICAO) signed at Chicago, 7th 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 to be operated as a Ghana registered aircraft.

2. General provisions

Based on the standard procedures adopted by the GCAA in accordance with the provisions of the applicable GCAA Regulations which is consistent with the Annex 8 to the Chicago Convention, GCAA 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 Ghana registered aircraft as following:

- a) To promote cooperation and assistance on acceptance of the appropriate airworthiness certificate;
- b) To promote cooperation and assistance on the application of airworthiness directives;
- c) To promote cooperation, and assistance and an exchange of information on the continued airworthiness of civil 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 GCAA in the determination of actions considered necessary for the continued airworthiness of the civil aircraft.
- d) CAAC shall communicate to GCAA the airworthiness directives, mandatory modifications, the special inspections, the special limits of operation, or the 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 GCAA during the aircraft operation.
- f) GCAA shall inform CAAC of the applicable design related operation requirements in Ghana before delivery of the particular aircraft to Ghana.
- g) GCAA 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 GCAA, CAAC will provide appropriate technical support to GCAA 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 Appendix II. Correspondence and documentation shall be produced in English.

5. Implementation

- a) The two Parties shall work in accordance with this present MoU from the date of its signature. It may be reviewed or amended by mutual agreement of both Parties and any such review or amendment shall be agreed in writing by the Parties and annexed hereto 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 which may affect their performance and/or obligation under this MoU.

6. Termination

Each Party may terminate this present MoU upon ninety (90) days' prior notification in writing to the other Party.

7. Coming into force

This present MoU shall come into force from the date of signature by the two Parties.

**SIGNED FOR AND ON BEHALF OF
GHANA CIVIL AVIATION AUTHORITY**



Name: MARTEY BOYE ATOKLO
Designation: Deputy, Director General

**SIGNED FOR AND ON BEHALF OF
CIVIL AVIATION ADMINISTRATION
OF CHINA**

Name: LI JIAN
Designation: Deputy Administrator

APPENDIX I

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

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

People's Republic of China

Aircraft Airworthiness Certification Department
Civil Aviation Administration of China
155 Dongsixidajie, Beijing 100710
China

Phone: 86-10-64091331
Fax: 86-10-64033087
E-mail: zhangsen@caac.gov.cn
libo@caac.gov.cn

Republic of Ghana

Safety Regulation Department
Ghana Civil Aviation Authority
Private Mail Bag, Kotoka International Airport, Accra
Ghana

Phone: +233 302 760477
Fax: +233 302 776995
Email: matoklo@gcaa.com.gh
dacquah@gcaa.com.gh

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