
双边适航协议

本协议通过交换照会生效，在北京于 1991 年 10 月 8 日和 14 日签署，并于
1991 年 10 月 14 日生效

美利坚合众国驻中华人民共和国特命全权大使
芮效俭先生阁下

阁下：

我谨收到阁下一九九一年十月八日的照会，内容如下：“我荣幸地提及最近我们两国政府的代表对于中华人民共和国、美利坚合众国（以下称‘缔约双方’）政府之间关于进口民用航空产品的适航审定、批准或认可及在此事上的合作问题的协议的讨论。我的理解是，下列即为这项协议的内容：

一、目的

本协议的目的是：方便进口方民用适航当局对在中美两国之间进出口的民用航空产品的适航审定、批准或认可；规定缔约双方当局之间为此所需制定的程序并适应新出现的民用航空产品多国设计、生产和交换的趋势；以及为了保持相同的安全目标而进行合作。

二、基础

（一）为使本协议切实可行，缔约各方已确定缔约另一方为民用航空产品的生产和适航审定、批准或认可所用的标准和系统，在本协议范围内充分等效于本国的标准和系统；

（二）缔约各方同意采用一定程序从缔约另一方出口的民用航空产品以适航证、批准书或认可证书，以便出口方民用适航当局在给予该产品本国证书时对其所认可或颁发的检验证明、符合性标记和各种证书给予最大可行的信任；并且

（三）为了促进航空安全，缔约双方同意鼓励其民用适航当局与缔约另一方的民用适航当局之间为达到共同的安全目标而进行相互合作和帮助，同意建立和保持尽可能类似于缔约另一方的适航标准和审定系统，并且同意进行合

作，以有效地履行缔约各方的适航责任，同时通过避免重复的评估和检验，把强加于缔约各方的航空工业和营运人的经济负担减至最小。

三、范围

本协议适用于：

（一）中方民用适航当局对于美方民用适航当局作为基本型号审定当局的民用航空产品的型号设计批准书予以认可；

（二）一旦美方民用航空当局确认中方的适航系统有能力产生同等的结果，并类似于美方的系统，美方民用适航当局对于中方民用适航当局作为基本型号审定当局的民用航空产品的型号设计批准书予以认可；

（三）美方民用适航当局对于根据与美国制造人订有许可协议而有制造权利的中国制造人或在另一国家的制造人（该国与美国有相互认可型号设计证书协议）因订有许可协议而对美国型号证书持有制造权利的民用航空产品的生产批准书和适航证书或批准书予以认可；

（四）技术合作和援助，包括缔约双方民用适航当局之间在制订和保持同等安全标准并应用同等审定系统方面交换情报。

四、定义

就本协议目的而言：

（一）适航标准——指进口方民用适航当局所规定的关于进口的民用航空产品的设计、性能、材料、工艺、制造、维修和改型或改装的标准，以供进口方查明产品的设计、构造和状态符合进口方有关适航方面的法律、规章、标准和要求。

（二）民用航空产品——（以下称产品）指任何民用航空器或航空发动机、螺旋桨、附件、材料、零件或需安装其上的部件。

（三）民用适航当局——（以下亦称适航当局）指每一缔约方根据其法律授权对民用航空产品的适航审定、批准或认可进行管理的国家政府机构。

（四）出口国——指向进口方作出关于产品符合适航标准的证明的缔约国。

（五）进口国——指认可出口方所作的关于产品符合适航标准的证明的缔约国。

（六）产品适航批准书——指适航当局对某一民用航空产品颁发适航证、适

航批准书或认可证书，以允许该产品在发证国的法律、规章、标准和要求之下运行或使用。

（七）型号设计批准——指发证适航当局对产品的设计，包括它的性能、使用特性和使用限制的审定、批准或认可。

五、产品适航批准

如果出口方适航当局向进口方适航当局证明一个产品——（这个产品是进口方适航当局或与进口方有对等适航协议的另一国适航当局已经颁发或正在办理颁发型设计批准书的，并且在出口制造人已与该产品的型号设计批准书持有人订有许可协议的）——在构造上符合了进口方适航当局所通知的型号设计说明，而且处在安全可用状态，则进口方应当对于出口方适航当局所作的技术评估、试验和检验给予同样的认可，就如同是它自己在出口方适航当局于审定当日所作的那样。进口方适航当局认为需要保证产品自出口方适航当局审定之日起没有更改或衰退时，则可以在进行适航审定、批准或认可时作附加检查。

六、通知强制措施

缔约各方的适航当局应将其按此协议已经进口或出口的、在缔约任一方制造的产品为保持其持续适航性，确定为必要所作的全部强制适航改装、特别检查、特别使用限制或其他措施的情况充分告知缔约另一方的适航当局。

七、互相合作和援助

（一）缔约双方适航当局应就涉及本协议范围内产品的事故或事件的适航方面的分析进行合作。

（二）缔约各方的适航当局应及时地将本国的所有与适航有关的法律、规章、标准及要求以及适航审定系统告知缔约另一方的适航当局。缔约各方的适航当局应当尽最大可能将其对适航审定或批准的标准及系统的任何重大修订计划通知缔约另一方的适航当局；应当尽最大可能向另一方适航当局提供发表意见的机会；并且对另一方适航当局对拟议的修订计划所提的意见给予应有的考虑。

（三）当对本协议关于进口审定、批准或认可的适航标准的解释发生分歧时，出口方适航当局在进口方适航当局对适航标准作出最终解释之前可要求对有关标准进行协商，以符合进口方适航当局的要求。

八、执行

(一) 缔约各方应当随时告知缔约另一方其适航当局称谓和身分。在本协议订立之日,美方的民用适航当局是运输部联邦航空局;在本协议订立之日,中方的民用适航当局是中国民用航空局。双方适航当局代表各自的政府对本协议的实施负责。

(二) 中国民用航空局、美国联邦航空局以及在适当的时候,有制造许可证的制造人所在国适航当局均应相互为执行本协议制定所需的程序和条件。这些程序和条件应当列入中国民用航空局和美国联邦航空局将要签订的执行文件中。中国民用航空局和美国联邦航空局将不定期地随时审查这些程序和条件,并且为了履行本协议的意图,必要时可通过书面协议修订该执行文件。

九、修订

如果缔约任一方认为有必要修改本协议的任何条款,它可在任何时候要求与缔约另一方协商。经过协商而同意的对本协议的任何修订将由缔约双方以互换外交照会的方式来确定。

十、终止

缔约任一方通过外交途径以书面通知的方式可以终止本协议。本协议将在该书面通知之日起六个月后终止。

本协议用中文英文写成,两种文本同等作准。

若上述建议中华人民共和国政府认为可以接受,我谨建议本照会和阁下认可复照即构成我们两国政府在此事上的一项协议并从阁下答复照会之日起生效。”

我谨代表中华人民共和国政府确认同意阁下来照内容,并确认来照和本复照构成两国政府间一项协议,并自本复照之日起生效。

顺致最崇高的敬意。

中华人民共和国外交部长 钱其琛

一九九一年十月十四日于北京

BILATERAL AIRWORTHINESS AGREEMENT

Agreement effected by exchange of notes,
signed at Beijing October 14, 1991,
Entered in to force October 14, 1991

**EMBASSY OF THE
UNITED STATES
OF AMERICA**

October 8, 1991

Excellency:

I have the honor to refer to the discussions which have recently taken place between representatives of our two Governments regarding an agreement concerning the airworthiness certification, approval, or acceptance of imported civil aeronautical products and cooperation on this matter between the Government of the People's Republic of China and the Government of the United States of America, hereinafter referred to as "the Contracting States." It is my understanding that the Agreement shall be as follows:

His Excellency

Qian Qichen,

Minister of Foreign Affairs of

The People's Republic of China.

1. **PURPOSE**

The purpose of this Agreement is to facilitate the airworthiness certification, approval, or acceptance by the civil airworthiness authority of the importing State of civil aeronautical products imported and exported between the United States and the People's Republic of China; to provide for the development of procedures between the two authorities for this purpose and to accommodate the emerging trend toward multinational design, products; and to provide for cooperation toward sustaining equivalent safety objectives.

2. **BASIS**

(a) Each Contracting State has determined that the standards and systems of the other Contracting State for the production and airworthiness certification, approval, or acceptance of civil aeronautical products are sufficiently equivalent to its own in respect to the scope of this Agreement to make this Agreement practicable;

(b) Each Contracting State agrees to employ procedures for granting airworthiness certification, approval, or acceptance for civil aeronautical products exported from the other Contracting State so as to give maximum practicable credit for inspections, marks of conformity, and certifications accepted or issued by the civil airworthiness authority of the exporting State in granting its own domestic certification of the products; and,

(c) In the interest of promoting aviation safety, each Contracting State agrees to encourage cooperation and assistance between its civil airworthiness authority and that of the other Contracting State toward achieving common safety objectives, to establish and maintain airworthiness standards and certification systems which are as similar to those of the other Contracting State as is practicable, and to cooperate to discharge effectively each Contracting State's airworthiness responsibilities while reducing, to the minimum, the economic burden imposed on each Contracting State's aviation industries and operators by avoiding redundant evaluations and inspections.

3. **SCOPE OF COVERAGE**

This Agreement applies to:

(a) The Acceptance by the People's Republic of China civil airworthiness authority of the type design approval of civil aeronautical products for which the United States civil airworthiness authority is the basic type certification authority;

(b) The acceptance by the United States civil airworthiness authority of the type design approval of civil aeronautical products for which the People's Republic of China civil airworthiness authority is the basic type certification authority once the United States civil airworthiness authority makes a determination that the PRC airworthiness system is capable of, and is similar to the U.S. system in producing equivalent results;

(c) The acceptance by the United States civil airworthiness authority of the production approval and airworthiness certification or approval of civil aeronautical products for which the People's Republic of China manufacturer holds the manufacturing rights to a United States type certificate under a licensing agreement with a United States manufacturer, or with a manufacturer in another State with which the United States has an agreement for the reciprocal acceptance of type design certifications;

(d) Technical cooperation and assistance including the exchange of information between the civil airworthiness authorities of the Contracting States toward developing and maintaining equivalent safety standards and the application of equivalent certification systems.

4. **DEFINITIONS**

For the purposes of this Agreement:

(a) “Airworthiness criteria” means criteria governing the design, performance, materials, workmanship, manufacture, maintenance, and alternation or modification of civil aeronautical products to be imported, as prescribed by the

civil airworthiness authority of the importing State, to enable it to find that the design, construction, and condition of the product comply with the laws, regulations, standards, and requirements of the importing State concerning airworthiness.

(b) “Civil aeronautical product” (herein also referred to as “product”) means any civil aircraft, or aircraft engine, propeller, appliance, material, part, or component to be installed thereon.

(c) “Civil airworthiness authority” (herein also referred to as “airworthiness authority”) means the national government agency within a Contracting State which is charged by the laws of that State with regulating the airworthiness certification, approval, of acceptance of civil aeronautical products.

(d) “Exporting State” means the Contracting State making a certifying statement to the importing State concerning a product’s compliance with the airwothiness criteria.

(e) “Importing State” means the Contracting State accepting a certifying statement from the exporting State concerning a product’s compliance with the airworthiness criteria.

(f) “Product airworthiness approval” means the issuance of an airworthiness certificate, approval, or acceptance, as appropriate, by an airworthiness authority for a particular civil aeronautical product to permit operation or use of the product under the laws, regulations, standards, and requirements of the issuing State.

(g) “Type design approval” means the certification, approval, or acceptance by the issuing airworthiness authority of the design of a product including its performance, operating characteristics, and operating limitation.

5. PRODUCT AIRWORTHINESS APPROVAL

If the airworthiness authority of the exporting State certifies to the airworthiness authority of the importing State that a product, for which a type design approval has

been issued or is in the process being issued by the airworthiness authority of the importing State, or by the airworthiness authority of another State with which the importing State has a reciprocal airworthiness agreement and in which the exporting manufacturer has a licensing agreement with the type design approval holder, conforms in construction to a type design description notified by the airworthiness authority of the importing State and is in a condition for safe operation, the importing State shall give the same validity to the technical evaluations, tests, and inspections made by the exporting State as if it had made them itself on the date of the certification by the airworthiness authority of the exporting State. Additional inspections may be made by the airworthiness authority of the importing State at the time of its airworthiness certification, approval, or acceptance as it deems necessary to ensure that the product has not been changed or has not deteriorated since the date of certification by the airworthiness authority of the exporting State.

6. NOTIFICATION OF MANDATORY ACTIONS

The airworthiness authority of each Contracting State shall keep the airworthiness authority of the other Contracting State fully informed of all mandatory airworthiness modifications, special inspections, special operating limitations, or other actions which it determines are necessary for continuing airworthiness of products manufactured in either Contracting State that have been imported or exported under this Agreement.

7. MUTUAL COOPERATION AND ASSISTANCE

(a) The airworthiness authorities of the Contracting States shall cooperate in analyzing the airworthiness aspects of accidents and incidents involving products covered by this Agreement.

(b) The airworthiness authority of each Contracting State shall keep the airworthiness authority of the other Contracting State currently informed of all relevant airworthiness laws, regulations, standards, and requirements, and of the airworthiness certification system of their State. The airworthiness authority of each Contracting State shall, to the maximum extent practicable, notify the airworthiness authority of the other Contracting

State of any plans to make significant revisions to its standards and system for airworthiness certification or approval; shall, to the maximum extent practicable, offer the other authority an opportunity to comment; and, shall give due consideration to the comments made by the other authority on the intended revision.

(c) In the case of differing interpretations of the airworthiness criteria pertaining to certifications, approvals or acceptance for import under this agreement, the civil airworthiness authority of the exporting State may request consultations regarding the relevant criteria prior to the final explanation of airworthiness standards of the importing State, so as to meet the requirements of the civil airworthiness authority of the importing State.

8. IMPLEMENTATION

(a) Each Contracting State shall keep the other Contracting State advised as to the identity of its airworthiness authority. On the date of this Agreement, the civil airworthiness authority of the United States is the Federal Aviation Administration, Department of Transportation; and on the date of this Agreement, the civil airworthiness authority of the People's Republic of China is the Civil Aviation Administration of China. On behalf of their respective Governments, both airworthiness authorities are responsible for implementing this Agreement.

(b) The FAA, CAAC, and where appropriate, the airworthiness authority of the State where the licensing manufacturer is located, shall mutually develop the procedure and conditions necessary to implement this Agreement. These procedures and conditions shall be set out in an implementation document to be concluded between the FAA and the CAAC. The CAAC and the FAA shall review these procedure and conditions from time to time and may amend the implementation document by written agreement as necessary to fulfill the intent of the Agreement.

9. AMENDMENT

If either of the Contracting States considers it desirable to amend any provisions of this Agreement, it may at any time request consultations with the other Contracting State. Any amendment to the Agreement agreed upon as a result of these consultations shall be concluded by the Contracting States by an exchange of diplomatic notes.

10. TERMINATION

This Agreement may be terminated by either Contracting State by written notification through the diplomatic channel. Such termination shall take effect six months following the date of the written notification.

This agreement is done in both English and Chinese, both texts being equally authentic.

If the foregoing proposals are acceptable to the Government of the People's Republic of China, I have the honor to propose that this Note, and your Excellency's affirmative Note in reply, shall constitute an Agreement between our two Governments on this matter which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

J. Stapleton Roy (Signature)
