

**MEMORANDUM OF UNDERSTANDING
ON AIRWORTHINESS**

**BETWEEN
THE CIVIL AVIATION ADMINISTRATION OF CHINA
AND
THE ARGENTINE NATIONAL CIVIL AVIATION ADMINISTRATION**

FOR PROMOTION OF CIVIL AVIATION SAFETY

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The Civil Aviation Administration of China (CAAC), legally assigned as the Civil Aviation Authority in the People's Republic of China, and the Argentine National Civil Aviation Administration (ANAC), legally assigned as the Civil Aviation Authority in the Republic of Argentina,(hereinafter referred to singularly as 'the Authority', and collectively, as 'the Authority'):

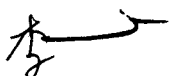
- considering the Annexes to the Convention on International Civil Aviation, as signed at Chicago on 7 December 1944, to which the People's Republic of China and the Republic of Argentina are parties;
- desiring to promote aviation safety and environmental quality;
- noting common concerns for the safe operation of civil aircraft;
- recognizing the emerging trend toward multinational design, production, and interchange of aeronautical products;
- desiring to enhance cooperation and increase efficiency in matters relating to civil aviation safety;
- considering the possible reduction of the economic burden imposed on the aviation industry by redundant technical inspections, evaluations and testing; and
- recognizing the mutual benefit of improved procedures for the reciprocal acceptance of: airworthiness approvals, environmental testing or environmental approvals,

have reached the following understanding:

ARTICLE I - TERMS AND DEFINITIONS

The following definitions for terms are used in this Memorandum of Understanding (MoU):

1. "Aeronautical Product" means any civil aircraft, or aircraft engine, propeller, appliance, part or component intended to be a part of or used in an aircraft.
2. "Airworthiness Approval" means the airworthiness certification, approval or acceptance, by one of the Authorities for an aeronautical product to permit operation or use of the product under the laws, regulations, standards and requirements of the issuing authority.
3. "Environmental Approval" means an approval issued when an aeronautical product has been found to comply with standards concerning noise, fuel venting, and/or exhaust emissions.



4. "Environmental Standards" means standards governing designs with regard to noise characteristics, fuel venting, and exhaust emissions of civil aeronautical products and appliances.
5. "Environmental Testing" means a process by which an aeronautical product is evaluated for compliance with environmental standards.
6. "Exporting Authority" means the Authority of the State exporting an aeronautical product under the provisions of this MoU.
7. "Implementation Procedure" has the meaning given to it by Part III of this MoU.
8. "Importing Authority" means the Authority of the State importing an aeronautical product under the provisions of this MoU.

ARTICLE II - PURPOSE OF THIS MEMORANDUM

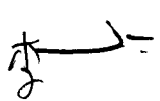
The Authorities agree:

1. To facilitate acceptance by each Authority of the other Authority's Airworthiness Approvals and Environmental Approvals of Aeronautical Products for which the Exporting Authority is the authority responsible for the airworthiness of the Aeronautical Product;
2. To provide for cooperation in sustaining an equivalent level of safety and environmental objectives with respect to civil aviation safety;
3. To provide for cooperation and assistance on continuing airworthiness of in-service Aeronautical Products;
4. To provide for cooperation, assistance and exchange of information regarding safety and environmental laws, regulations, standards requirements and certification systems; and
5. To provide for cooperation in providing technical evaluations and assistance.

This MoU is a document which embodies the understanding of the Authorities and does not create legally binding rights or obligations. This MoU is subject to the applicable laws, regulations and policies of the Republic of Argentina and the People's Republic of China.

ARTICLE III – TECHNICAL ASSESSMENT AND COOPERATION

1. The Authorities may by agreement conduct technical assessments and work cooperatively to develop an understanding of each other's laws, regulations, standards, requirements and systems in areas including, but not restricted to:



- a) Airworthiness Approvals of Aeronautical Products;
 - b) Environmental Approvals of Aeronautical Products; and
 - c) Any other matters jointly determined by the Authorities.
2. When the Authorities decide that it is acceptable to permit the reciprocal recognition of findings of compliance made by one Authority for the other Authority to the jointly determined requirements, the Authorities will execute written Implementation Procedures (the "IP") describing the methods by which such reciprocal acceptance will be made with respect to that technical specialty.
3. Any such Implementation Procedures will be annexed to this MoU and will form an integral part of the MoU. Implementation Procedures will remain subject to the MoU.
4. The Implementation Procedure will include at a minimum, as appropriate:
- a) Definitions;
 - b) A description of the scope of the particular area of civil aviation to be addressed;
 - c) Provisions for reciprocal acceptance of the actions of each Authority, such as test witnessing, inspections, qualifications, approvals, and certifications, by the other Authority;
 - d) Accountabilities of the Authorities;
 - e) Provisions for mutual cooperation and technical assistance;
 - f) Provisions for periodic evaluations of the working relationship between the Authorities; and
 - g) Signature on behalf of both Authorities by the person responsible for the scope of the particular area of civil aviation to be addressed by the Implementation Procedure.

ARTICLE IV – EXPENSE

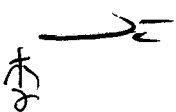
Neither Authority will fund any approval activities carried out under this MoU. Any expense is assumed to be the responsibility of the applicant, subject to the domestic laws applying to each Authority.

ARTICLE V - TECHNICAL INTERPRETATION

In the case of conflicting interpretations of the airworthiness or environmental requirements or design-related operational requirements prescribed by the Importing Authority pertaining to certifications, approvals or acceptances under this MoU, and after having exhaustively discussed all technical subjects, the interpretation of the Importing Authority will prevail.

ARTICLE VI - LANGUAGE

Correspondence and documentation will be prepared and submitted in the English language unless otherwise specified by the Authorities by mutual agreement.



ARTICLE VII – PROTECTION OF PROPRIETARY DATA

Both Authorities recognize that data submitted by the manufacturer(s) located in the State represented by the Authorities, is the property of manufacturer(s), and release of that data by the Authorities to a third party without consent of the manufacturer is restricted. Both Authorities commit that they will not copy, release or show proprietary data obtained from the other Authority, or from the manufacturer(s) located in the State represented by the other Authority, to anyone other than an employee of its own without written consent from the manufacturer(s). This written consent should be obtained by one Authority from the manufacturer(s) through the other Authority or from the manufacturer(s) directly.

ARTICLE VIII - DISPUTE RESOLUTION

Any disagreement regarding the interpretation or application of this MoU or of any of its Implementation Procedures will be resolved by consultation between the Director General of Aircraft Airworthiness Certification Department (CAAC) and the Chief of Aeronautical Certification Department (ANAC). If the Heads of Airworthiness fail to resolve the disagreement, the dispute will be referred to the Administrator of the CAAC and the Administrator of the ANAC, for final resolution.

ARTICLE IX - IMPLEMENTATION

The MoU will be implemented in accordance with procedures and conditions jointly determined by the Authorities and set out by their respective offices in Implementation Procedures and/or specific arrangements. The procedures and conditions will be within the basis and scope of the MoU and according Article III of this document.

ARTICLE X - AMENDMENT

This MoU may be amended through an exchange of official letters by the Authorities. Implementation Procedures on specific matters may be added as an annexure to this MoU upon the mutual decision of the Authorities and consistent with the provision of Article III.

ARTICLE XI – COMING INTO EFFECT

This MoU, or any amendment to its text, will come into effect upon the date of signature by both Authorities and will remain in effect until revised by mutual understanding of the two Authorities or terminated by one of the Authorities. An Authority may terminate this MoU by giving the other Authority sixty days' notice in writing or other timeframe as agreed by both Authorities. Such termination will also terminate all existing Implementation Procedures and/or specific Arrangements executed in accordance with this MoU.

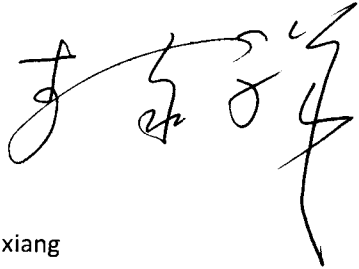
Any ongoing programs, activities or projects will be completed in accordance with such

arrangement, unless the Authorities determine otherwise.

The foregoing represents the understandings reached between the Civil Aviation Authorities of the People's Republic of China and the Republic of Argentina.

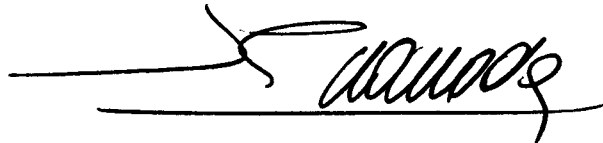
Signed in duplicate at Buenos Aires on August 25, 2014, each in Chinese, Spanish, and English language, all texts having equal validity. In case of divergence of interpretation, the English text shall prevail.

FOR CIVIL AVIATION ADMINISTRATION OF
CHINA



Li Jiayang
Administrator
Civil Aviation Administration of China

FOR ARGENTINE NATIONAL CIVIL AVIATION
ADMINISTRATION



Alejandro A. Granados
Administrator
Argentine National Civil Aviation Administration