

Technical Arrangement on Aircraft Maintenance between the Transport Canada Civil Aviation Directorate and the Civil Aviation Department of Hong Kong

Preamble

1. Transport Canada, Civil Aviation Directorate (TCCA) and the Civil Aviation Department of Hong Kong (CAD), (hereafter called the parties), have agreed to the following Technical Arrangement on aircraft maintenance.

- 1.1 The parties will work in accordance with this Technical Arrangement from the date on which it is signed, until such time as it is replaced by some other arrangement, revised by mutual agreement, or revoked by either of the parties.
- 1.2 Any existing agreements or arrangements for the acceptance of aircraft maintenance between the parties, are superseded by this Technical Arrangement.
- 1.3 Except by mutual consent in a particular case to cater for circumstances that are not adequately addressed by this Technical Arrangement, neither party will issue any approvals to maintenance organizations in the Area of the other party. This section will not prevent either party from approving a line station or a sub-base of an existing domestic approved organization in the Area of the other party.

2. This Arrangement is an expansion of the Arrangement signed by both parties on 5 December, 2005 and includes all aircraft maintenance.

General

3. The parties agree that their respective laws, regulations, standards, practices, procedures and systems for the approval and monitoring of aircraft maintenance in general, and approved maintenance organizations in particular, are sufficiently comparable to permit the acceptance of each other's maintenance certification systems, subject to the procedures described in this Technical Arrangement. Therefore, and without prejudice to the obligations of each of the parties under its own regulations, the purpose of this Technical Arrangement is to avoid duplication of inspections and evaluations by:

- 3.1 Enabling each party to give the same validity to the other party's inspection and evaluation findings for the approval of maintenance organizations as to its own inspection and evaluation findings; and
- 3.2 Enabling each party to give the same validity to the other party's system for the release of aeronautical products to service after maintenance as to its own release system.

Definitions

4. Within this Technical Arrangement, the following terms have the meanings specified:

“Area”, in relation to Hong Kong, means the Hong Kong Special Administrative Region, consisting of Hong Kong Island, Kowloon and the New Territories; and in relation to Canada, means the national territory of Canada.

“Aeronautical product” means any civil aircraft, and any aircraft engine, propeller, sub assembly, appliance, material, part or component to be installed thereon.

“Maintenance” means the inspection, overhaul, repair, modification or replacement of any aeronautical product.

“Overseeing authority” means the Civil Aviation Authority having jurisdiction over a maintenance organization performing maintenance functions covered by this Technical Arrangement

“Responsible authority” means the Civil Aviation Authority having legal responsibility for regulating and controlling an aircraft.

“Technical records” means the documents that an owner or operator is required to maintain in respect of an aeronautical product. Technical records include but are not limited to: data about journey, airframe, engine, propeller and component logs, weight and balance reports, technical drawings, x-ray films and other NDT reports, laboratory reports and flight test records.

Scope

5. This Technical Arrangement applies to:

5.1 The acceptance by one party of aeronautical product maintenance performed under the maintenance system of the other party;

5.2 The acceptance by one party of the evaluation and approval of maintenance organizations performed by the other party;

5.3 The exchange of information regarding maintenance standards and maintenance certification systems; and

5.4 Co-operation and assistance with respect to the maintenance of aeronautical products.

6. Unless otherwise agreed between the parties, recognition by the responsible authority of maintenance organizations is only valid when they are located within the Area of the overseeing authority.

Maintenance and Certification

7. Maintenance organizations performing or certifying maintenance under the terms of this Technical Arrangement must have prior acceptance from the overseeing authority.
8. A maintenance organization may not perform work under this Technical Arrangement that is outside the scope of the domestic approval issued by the overseeing authority.
9. Any document containing certifications made in accordance with this agreement shall include a reference to that effect.
10. Subject to paragraph 9, the certification of aeronautical product maintenance pursuant to this Technical Arrangement will be accepted by the parties as follows:
 - 10.1 A Canadian Maintenance Release issued in accordance with this Technical Arrangement will be accepted by CAD as equivalent to a Certificate of Release to Service issued in accordance with Hong Kong Aviation Requirements (HKAR).
 - 10.2 A HKAR Certificate of Release to Service issued in accordance with this Technical Arrangement will be accepted by TCCA as equivalent to a Canadian Maintenance Release.
 - 10.3 A TCCA Authorised Release Certificate issued in accordance with this Technical Arrangement will be accepted by CAD as equivalent to a CAD Form One.
 - 10.4 A CAD Form One issued in accordance with this Technical Arrangement will be accepted by TCCA as equivalent to a TCCA Authorised Release Certificate.
11. Approval of the design of any repairs and modifications shall be in accordance with the requirements of the responsible authority.
12. Where maintenance involves the installation of an aeronautical product that has undergone maintenance, the maintenance of that aeronautical product must have been performed under the terms of an existing technical arrangement entered into by the responsible authority, or by an organization that is approved by or otherwise acceptable to, the responsible authority.
13. Technical records shall be kept in accordance with the requirements of the responsible authority.

Mutual Co-operation and Technical Assistance

14. The parties will provide information regarding the terms of this Technical Arrangement, and will develop appropriate advisory publications and circulate these publications through established methods in their respective Area to inform the public of the terms of the Technical Arrangement and outline the special requirements necessary for persons to perform and certify work under the terms of this Technical Arrangement.

15. The parties agree to provide each other with technical evaluation assistance upon request, to further the purposes and objectives of this Technical Arrangement. Such assistance may include, but is not limited to reporting on a maintenance organization's continued compliance with the requirements of this Technical Arrangement.

16. The parties will provide each other with any regulations, standards, guidance material, policies, practices and interpretations relevant to this Technical Arrangement, and will ensure that such documents are updated in a timely manner. In addition, each party will notify the other party of any proposal to amend such documents and provide the other party the opportunity to review and comment on the proposals

17. Where urgent or unusual situations develop that are within the scope of this Technical Arrangement but are not specifically addressed therein, the parties will review and consult each other, and upon mutual consent, take appropriate action, including amendment to this Technical Arrangement where required.

18. The parties will by mutual co-operation and with reasonable prior notice, allow each party to participate in the other's inspections and audits as an observer.

19. Subject to reasonable prior notification, the parties will allow each other to conduct independent inspections of each other's maintenance organizations to investigate issues relating to aircraft safety and the effective application of this Technical Arrangement.

Notification

20. Each party will notify the other party of any instance of unsatisfactory compliance with any regulations or any condition set forth in this Technical Arrangement that affects the ability of an organization to comply with the terms of this Technical Arrangement.

21. The overseeing authority will promptly advise the other party of any investigations or enforcement action, including revocation, suspension or change of scope in respect of maintenance organizations recognized in accordance with this Technical Arrangement.

Administration and implementation

22. The TCCA Director General, Civil Aviation and the CAD HK Director-General of Civil Aviation will be responsible for the administration and implementation of the provisions of this Technical Arrangement.

23. The Parties will also advise each other of any significant changes to their organizations that affect the administration and implementation of the provisions of this Technical Arrangement, including the identity of the post holders identified in paragraph 22.

24. The Parties will jointly review this Technical Arrangement from time to time and may amend it as appropriate by mutual consent. The first such review will take place no later than 18 months following the entry into force of this Arrangement. Any disagreement regarding the interpretation or application of this Technical Arrangement will be resolved by consultation between the post holders identified in paragraph 22.

Entry into force

25. This Technical Arrangement will enter into force upon signature by the post holders identified in paragraph 22.

26. Annex I forms an integral part of this Technical Arrangement.

Termination

27. Either Party may terminate this Technical Arrangement at any time by giving written notice of its decision to the other Party. This technical agreement will terminate 180 days following the date of receipt of such notice, unless the said notice is withdrawn by mutual agreement before the expiry of the 180-day period.

The foregoing record represents the understanding reached between the Transport Canada, Civil Aviation Directorate and the Civil Aviation Department, Hong Kong, China upon the matters referred to therein.

Signed on 22 March 2006 at Montreal on behalf of Transport Canada, Civil Aviation Directorate



Director General, Civil Aviation
Transport Canada, Civil Aviation Directorate

And on behalf of Civil Aviation Department, Hong Kong, China



Director-General of Civil Aviation
Civil Aviation Department, Hong Kong, China

ANNEX 1

Recognition of Maintenance Organizations

1. The overseeing authority will ensure that the following criteria are met by each organization authorized to maintain aeronautical products in accordance with this Technical Arrangement.
2. Except as provided otherwise in accordance with paragraph 6 of this Technical Arrangement, the maintenance organization must be located within the Area of the overseeing authority. Organizations outside the area of the overseeing authority may be accepted in specific cases by mutual consent of the two authorities.
3. Work may be subcontracted to:
 - 3.1. organizations approved by the responsible authority
 - 3.2. organizations located within the Area of the overseeing authority and accepted under the terms of this Technical Arrangement;
 - 3.3. any other organization within the Area of the overseeing authority, provided that the organization responsible for the release of the work extends its quality system in accordance with the regulations of the overseeing authority to cover the activity; or
 - 3.4. organizations located outside the Area of the overseeing authority, only where the organizations concerned are directly approved by the responsible authority, are accepted via other technical arrangements entered into by the responsible authority, or are otherwise recognized by the responsible authority.
4. The maintenance organization shall include in its Exposition or Maintenance Policy Manual, either within the body of the manual or by means of a suitable supplement:
 - 4.1. A statement signed by the current CEO or accountable executive directing that personnel of the organization must comply with the policies and procedures contained therein.
 - 4.2. Confirmation that failure to comply with the terms of this Technical Arrangement, or with the policies and procedures described in the company Exposition or Maintenance Policy Manual, may be grounds for suspension or cancellation of any privileges granted pursuant to this Technical Arrangement.

- 4.3. Confirmation that the responsible authority may have access to the organization to confirm compliance with the requirements of this Technical Arrangement.
- 4.4. Procedures to ensure that:
 - (i) Any parts installed have been manufactured or maintained by organizations that are acceptable to the responsible authority.
 - (ii) The owner or operator of the aeronautical product being maintained has obtained the approval of the responsible authority in respect of any major modifications and repairs.
 - (iii) Maintenance is performed in accordance with the regulations of the overseeing authority.
 - (iv) Technical records are completed in accordance with the requirements of the responsible authority.
 - (v) Any mandatory reportable conditions found in aeronautical products are reported to the owner or operator.
 - (vi) Aeronautical products are released using the appropriate certification required by the overseeing authority.
 - (vii) The authorized release certificate clearly states that maintenance performed is released in accordance with the Technical Agreement.
 - (viii) Where applicable, procedures for the review and re-release of parts in respect of which the maintenance has been performed before this Technical Arrangement was signed.
5. Once the above criteria are met and have been approved by the overseeing authority, the overseeing authority will notify the responsible authority of the approval and the scope of work that may be performed by the organization.
6. The responsible authority will establish means of notifying potential clients of organizations approved under this Technical Arrangement of the identities and scope of approval of organizations so approved.
7. Notwithstanding any of the foregoing, either party may revoke the privileges of an organization pursuant to this Arrangement, where the party finds that the organization is not maintaining the applicable standards or is otherwise not achieving the intent of the Arrangement.