

Technical Arrangement on Aviation Maintenance between the Civil Aviation Authority of Singapore and the Hong Kong Civil Aviation Department

Introduction

- (A) The Civil Aviation Authority of Singapore (hereinafter referred to as “CAAS”) and the Hong Kong Civil Aviation Department (hereinafter referred to as “HK CAD”), (hereinafter collectively referred to as the “Parties” and singularly referred to as “Party”) have in force a Technical Arrangement on Aviation Maintenance which was signed on 16 December 2004.
- (B) The Parties desire to expand the existing technical arrangement to include aircraft and engine maintenance.

The Parties having reached an understanding set out the provisions of the arrangement as follows:

1. The Parties have agreed to comply with this Technical Arrangement on Aviation Maintenance (hereinafter referred to as this “TA”).
2. This TA shall enter into force from the date on which it is signed, and continue to be in force until such time as it is terminated or replaced by some other arrangement or agreement, or otherwise revised by mutual agreement by the Parties in accordance with the provisions of this TA.
3. This TA shall supersede and replace all previous agreements, arrangements, letters of cooperation or approvals related to the acceptance of aircraft maintenance between the Parties, and in particular the Technical Arrangement on Aviation Maintenance between the Civil Aviation Authority of Singapore and the Hong Kong Civil Aviation Department signed on 16 December 2004 in Hong Kong.
4. Except by mutual consent in a particular case to cater for circumstances that are not adequately addressed by this TA, neither Party will issue any further approvals to maintenance organisations in the Area of the other Party. For the avoidance of doubt, nothing herein will prevent either Party from approving a line station or a satellite facility of an existing domestic approved organisation in the Area of the other Party.

General

5. 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 organisations in particular, are sufficiently comparable to permit the acceptance of each other's maintenance certification systems, subject to the procedures described in the provisions of this TA.
6. Therefore, and without prejudice to the obligations of each Party under its own laws, regulations, standards, practices, procedures and systems, the purpose of this TA is to save duplication of inspections and evaluations by:
 - 6.1 Enabling each Party to recognise the other Party's inspection and evaluation findings for the approval of maintenance organisations as to its own inspection and evaluation findings; and
 - 6.2 Enabling each Party to recognise the other Party's system for the release of civil Aeronautical Products to service after maintenance as its own release system.

Definitions

7. Within this TA, the following terms have the meanings as specified:

“*Area*” in relation to Hong Kong Special Administrative Region, consists of Hong Kong Island, Kowloon and the New Territories and, in relation to Singapore, means the national territory of Singapore.

“*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 performance of inspection, overhaul, repair, preservation, modification and the replacement of parts, components, materials, appliances, of an Aeronautical Product with similar parts, components, materials and appliances.

“*Overseeing Authority*” means the Party having jurisdiction over a maintenance organization that performs maintenance pursuant to this TA.

“*Responsible Authority*” means the Party having responsibility pursuant to the Convention for the airworthiness of an aircraft maintained pursuant to this TA, or an aircraft upon which parts that have undergone maintenance pursuant to this TA are to be installed.

“*Convention*” means the Convention on International Civil Aviation signed in Chicago on December 7, 1944.

“*Technical Records*” means the documents that an owner or operator in respect of the Aeronautical Product is required to keep and that identifies in a legible and permanent manner the name, signature or personal identifier of the person

who performed maintenance on the Aeronautical Product on the date as specified therein and the particulars of maintenance. Technical Records include but are not limited to: journey, airframe, engine, propeller and component logs, weight and balance reports, technical drawings, x-ray films, Non-Destructive Testing reports, laboratory reports and flight test records.

Scope

8. This TA applies to:
 - 8.1 The acceptance by one Party of Aeronautical Product maintenance performed under the maintenance system of the other Party;
 - 8.2 The acceptance by one Party of the evaluation and approval of maintenance organisations performed by the other Party;
 - 8.3 The exchange of information regarding maintenance standards and maintenance certification systems; and
 - 8.4 Co-operation and assistance with respect to the maintenance of Aeronautical Products.
9. Unless otherwise agreed between the Parties in a particular case, this TA only applies to maintenance organisations that are located within the Area of the Overseeing Authority.

Maintenance and Certification

10. Each maintenance organisation that is approved by the Overseeing Authority to perform or certify maintenance functions and complies with Annex 1 of this TA, will be recognised by the Responsible Authority for the performance of those same functions.
11. Subject to Paragraph 12 of this TA, the certification of Aeronautical Product maintenance covered by this TA will be accepted by the Parties as follows:
 - 11.1 A Singapore Airworthiness Requirements (SAR-145) 145.50 Certificate of Release to Service issued in accordance with this TA will be accepted by HK CAD as equivalent to a HKAR-145.50 Maintenance Release.
 - 11.2 A Hong Kong Airworthiness Requirements (HKAR-145) 145.50 Certificate of Release to Service issued in accordance with this TA will be accepted by CAAS as equivalent to a SAR-145.50 Maintenance Release.
 - 11.3 A CAAS Form (AW) 95 Authorised Release Certificate issued in accordance with this TA will be accepted by HK CAD as equivalent to HK CAD Form One Authorised Release Certificate.

- 11.4 A HK CAD Form One Authorised Release Certificate issued in accordance with this TA will be accepted by CAAS as equivalent to a CAAS Form (AW) 95 Authorised Release Certificate.
12. The design of any repairs and modifications of an Aeronautical Product which are not from the original equipment manufacturer shall require separate approval by the Responsible Authority.
 13. Where maintenance involves the installation of an Aeronautical Product, the Aeronautical Products being installed must originate from an organisation approved under the provision of an existing technical arrangement entered into by the Responsible Authority, or approved by or otherwise acceptable to the Responsible Authority.
 14. Technical Records shall be kept in accordance with the requirements of the Responsible Authority.

Mutual Co-operation and Technical Assistance

15. The Parties will provide information regarding the provisions of this TA, and will develop appropriate advisory publications and circulate these publications through established methods in their respective Areas to inform the public of the provisions of the TA and outline the special requirements necessary for persons to perform and certify work under the provisions of this TA.
16. The Parties agree to provide each other with technical evaluation assistance upon request, to further the purposes and objectives of this TA. Such assistance may include, but is not limited to, reporting on maintenance organisation's continued compliance with the requirements of this TA.
17. The Parties will provide each other with any and all regulations, standards, guidance material, policies, practices and interpretations relevant to this TA, and will ensure that such documents are updated and provided to the other Party in a timely manner. In addition, each Party will notify the other Party of any proposal or initiative to amend such documents and provide the other Party the opportunity to review and comment on the proposals or initiatives.
18. Where urgent or unusual situations develop that are within the scope of this TA but are not specifically addressed herein, the Parties will review and consult each other, and upon mutual consent, take appropriate action, including but not limited to amendment or revision to this TA where required.
19. The Parties will by mutual co-operation and with reasonable prior notice, arrange one Party to participate in the other's inspections and audits as an observer.
20. Either Party is permitted to request the disclosure or review of any data concerning any approval granted under the TA by the other Party from time to time.

21. Subject to reasonable prior notification, the Parties will endeavour to arrange each other to conduct independent inspections of each other's maintenance organisations to investigate issues relating to aircraft safety and the effective application of this TA.

Notification

22. Each Party will notify the other Party of any instance of unsatisfactory compliance with any regulations or any condition set forth in this TA that affects the ability of an organisation to comply with the provisions of this TA.
23. The Overseeing Authority will promptly advise the other Party of any investigations or enforcement action, including revocation or suspension in respect of maintenance organisations approved in accordance with this TA.

Administration and implementation

24. The CAAS Director General & Chief Executive Officer and the HK CAD Director-General of Civil Aviation will be the responsible persons for the administration and implementation of this TA.
25. The Parties will also advise each other of any significant changes to their organisations that affect the administration and implementation of the provisions of this TA, including but not limited to the identity of the holders of the posts mentioned in Paragraph 24.
26. The Parties will jointly review this TA from time to time and may amend it as appropriate by mutual consent, each amendment or revision to be recorded in writing.
27. Any disagreement regarding the interpretation or application of this TA will be resolved by consultation between the persons identified at Paragraph 24, or their designated representative, the identity of which shall be made known to the other Party.
28. The Parties will develop and mutually agreed on implementation procedures for this TA. Such procedures should be set out in writing. The Parties will jointly review such implementation procedures from time to time and may amend it as appropriate by written agreement.
29. Annex 1 as attached to this TA shall be read with and form an integral part of this TA.

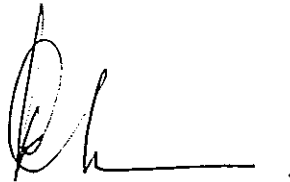
Termination

30. Either Party may terminate this TA at any time by giving written notice of its intention to the other Party. This TA will terminate 180 days following the date

of receipt of such notice, unless the said notice is withdrawn by mutual consent before the expiry of the 180-day period.

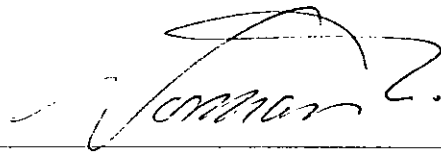
Signed on 29 August 2008

on behalf of Civil Aviation Authority of Singapore



Director General & Chief Executive Officer
Civil Aviation Authority of Singapore

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 Organisations

1. The Overseeing Authority will ensure that the following criteria are met by each organisation authorised to maintain products in accordance with this TA.
2. Except as provided otherwise in accordance with Paragraph 9 of this TA, the maintenance organisation must be located within the Area of the Overseeing Authority. Organisations outside the Area of the Overseeing Authority may be accepted in specific cases by mutual consent of the two Overseeing Authorities of the respective Party.
3. Work may be contracted/subcontracted by the maintenance organisation to:
 - 3.1 organisations approved by the Responsible Authority;
 - 3.2 organisations located within the Area of the Overseeing Authority and accepted by the Responsible Authority under the provisions of this TA;
 - 3.3 organisations located outside the Area of the Overseeing Authority, only where the organisations concerned are accepted via other TAs entered into by the Responsible Authority, or are otherwise recognised by the Responsible Authority; or
 - 3.4 any organisation, not addressed in paragraphs 3.1, 3.2 or 3.3 (above), provided that the maintenance organisation responsible for issuing any of the certificates listed in paragraph 11 of the TA for the release of the work extends its quality system to that organisation.
4. The maintenance organisation will include in its Exposition or Maintenance Policy Manual, either within the body of the manual or by means of a suitable supplement, the following items:
 - 4.1 A statement signed by the current CEO or authorised accountable executive directing that personnel of the organisation to comply with the policies and procedures contained therein relating to the provisions set out in this TA.
 - 4.2 Confirmation that failure to comply with the provisions of this TA, 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 TA.
 - 4.3 Confirmation that the Responsible Authority may have access to the organisation to confirm compliance with the requirements of this TA.

4.4 Procedure to ensure that:

- (i) Any parts installed have been manufactured or maintained by organisations 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 appropriate release certificate required by the Overseeing Authority.
- (vii) The release certificate clearly states that maintenance performed is released in accordance with the TA.
- (viii) Where applicable, procedures for the review and re-release of parts in respect of which the maintenance has been performed before this TA was signed.

5. Notwithstanding any of the foregoing, either Party may revoke the status and privileges of an organisation pursuant to this TA, where the Party finds that the organisation is not maintaining the applicable standards or is otherwise not achieving the intent of this TA.
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