

# CONSOLIDATED VERSION OF THE AGREEMENT BETWEEN THE USA AND THE EU ON COOPERATION IN THE REGULATION OF CIVIL AVIATION SAFETY (BASA)

## ***Disclaimer***

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## Revision History

<b>BOB Decision No:</b>	<b>Date of Adoption:</b>	<b>Changes introduced:</b>
Nr 001	30 June 2011	Change of cut-off date for European export certificates of airworthiness; Change of reference to FAA Authorised Release Certificate;
Nr 002	30 June 2011	Amendment of US special conditions applicable to EU based AMOs; Addition of Romania to Appendix 2 of Annex 2; Update of references to Regulation (EC) No 216/2008
Nr 003	21 August 2012	Extension of Annex 2 geographical scope to line stations located outside the territories of the Parties;
Nr 004	6 December 2013	Reduction factor applicable to EASA fees and charges applicable to validation of US design approvals
Nr 005	6 December 2013	Addition of export capability for used aircraft (Bulgaria, Cyprus, Estonia, Greece, Hungary, Ireland, Latvia, Malta, Slovakia, Slovenia), and for new parts and technical assistance (Ireland)
Nr 006	2 March 2016	Amendment of Annex 1 to the Agreement by incorporating text additions and changes to the relevant paragraphs in the Appendix concerning the reciprocal automatic acceptance of ETSO/TSO Articles and approvals together with the addition of export capability for new rotorcraft (Spain) and new parts (Greece)

Nr 007	2 April 2018	Amendments to Annex 2: addition of maintenance capability (Hungary), line stations, update of references to EU maintenance regulations.
Nr 008	19 June 2018	Amendments to Annex 1: Reduction of the level of involvement and corresponding fees for validation.
Nr 008-001	07 March 2019	Confirmation that the level of involvement of the validating authority for STCs classified as 'Basic' has been achieved by both parties.
<b>Nr 008-002</b>	<b>19 November 2020</b>	<b>Amendments to Annex 1: Level of involvement of the validating authority for all design changes classified as 'Basic'; reinstatement of the 5% fee reduction.</b>
Nr 009	07 March 2019	Amendments to Annex 1: Removal of the list of NAAs in the Appendix
<b>Nr 0010</b>	<b>19 November 2020</b>	<b>Addition of Annex 3 (Pilot Licensing)</b>
<b>Nr 0011</b>	<b>19 November 2020</b>	<b>Addition of Annex 4 (Flight Simulation Training Devices)</b>
<b>Nr 0012</b>	<b>19 November 2020</b>	<b>Amendments to Annex 2 Removal of the list of NAAs in Appendix 2 and subsequent changes</b>
<b>Amendment to the Agreement (No):</b>	<b>Date of signature/entry into force:</b>	<b>Changes introduced:</b>
No 001	Signed on 13 December 2017. Provisional application as of the date of signature.	Amendment to Article 2 (Scope) and 5 (Annexes)

AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND THE EUROPEAN COMMUNITY  
ON COOPERATION IN THE REGULATION  
OF CIVIL AVIATION SAFETY

THE UNITED STATES OF AMERICA,

and

THE EUROPEAN COMMUNITY

hereinafter referred to as "the Parties",

DESIRING to build upon decades of trans-Atlantic cooperation in civil aviation safety and environmental testing and approvals;

SEEKING to improve the long-standing cooperative relationship between Europe and the United States to ensure a high level of civil aviation safety worldwide and to minimize economic burdens on the aviation industry and operators from redundant regulatory oversight;

COMMITTED to ensuring the continued operational safety of the civil aviation fleet and the timely exchange of in-service information;

COMMITTED to developing a comprehensive system of regulatory cooperation in civil aviation safety and environmental testing and approvals based on continuous communication and mutual confidence; and

ACKNOWLEDGING the rights and obligations of the United States and Member States of the European Community (the "Member States") under the Convention on International Civil Aviation done at Chicago on 7 December 1944 ("Chicago Convention") and its annexes,

HAVE AGREED AS FOLLOWS:

## ARTICLE 1

### Definitions

For the purposes of this Agreement, the term:

- A. "Airworthiness approval" means a finding that the design or change to a design of a civil aeronautical product meets applicable standards or that an individual product conforms to a design that has been found to meet those standards and is in a condition for safe operation.
- B. "Aviation Authority" means a responsible government agency or entity of a European Union Member State that exercises legal oversight on behalf of the European Community over regulated entities and determines their compliance with applicable standards, regulations, and other requirements within the jurisdiction of the European Community.
- C. "Civil aeronautical product" means any civil aircraft, aircraft engine, or propeller, or appliance, part, or component to be installed thereon.
- D. "Environmental approval" means a finding that the design or change to a design of a civil aeronautical product meets applicable standards concerning noise, fuel venting or exhaust emissions.
- E. "Environmental testing" means a process by which the design or change to a design of a civil aeronautical product is evaluated for compliance with applicable standards and procedures concerning noise, fuel venting or exhaust emissions.
- F. "Technical Agent" means, for the United States, the Federal Aviation Administration (FAA); and for the European Community, the European Aviation Safety Agency (EASA).
- G. "Maintenance" means the performance of any one or more of the following actions: inspection, overhaul, repair, preservation, or the replacement of parts, materials, appliances, or components of a civil aeronautical product to assure the continued airworthiness of such a product; or the installation of previously approved alterations or modifications carried out in accordance with requirements established by the appropriate Technical Agent.

- H. "Monitoring" means the periodic surveillance to determine continuing compliance with the appropriate standards.
- I. "Regulated entity" means any natural or legal person whose civil aviation safety and environmental testing and approval activities are subject to the statutory and regulatory jurisdiction of one or both of the Parties.

## ARTICLE 2

### Purpose and Scope

- A. The purposes of this Agreement are to:
  - 1) enable the reciprocal acceptance, as provided in the Annexes to this Agreement, of findings of compliance and approvals issued by the Technical Agents and Aviation Authorities;
  - 2) promote a high degree of safety in air transport;
  - 3) ensure the continuation of the high level of regulatory cooperation and harmonization between the United States and the European Community in the fields covered in paragraph B.
- B. The scope of cooperation under this Agreement includes the following areas:<sup>1</sup>
  - 1) airworthiness approvals and monitoring of civil aeronautical products;
  - 2) environmental testing and approvals of civil aeronautical products;

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<sup>1</sup> Point B of Article 2 as amended by Amendment 1 to the Agreement on cooperation in the regulation of civil aviation safety between the European Community and the United States of America (provisionally applied as of 13 December 2017)

- 3) approvals and monitoring of maintenance facilities.
  - 4) personnel licensing and training;
  - 5) operation of aircraft; and
  - 6) air-traffic services and air-traffic management.
- C. The Parties may agree to additional areas of cooperation and acceptance by written amendment of this Agreement in accordance with Article 19.

## ARTICLE 3

### Executive Management

- A. The Parties hereby establish a Bilateral Oversight Board (the "Board"), which shall be responsible for ensuring the effective functioning of this Agreement and shall meet at regular intervals to evaluate the effectiveness of its implementation.
- B. The Board shall be composed of representatives of:

The United States of America, which shall be the Federal Aviation Administration (co-chair),  
and

The European Community, which shall be the European Commission (co-chair) assisted by the European Aviation Safety Agency and accompanied by the Aviation Authorities.

The Board may invite the participation of subject-specific experts on an ad hoc basis. The Board may establish and oversee the work of technical working groups. The Board shall develop and adopt internal governing procedures. All decisions of the Board shall be taken by consensus with each Party having one vote. These decisions shall be in writing and signed by the Parties' representatives on the Board.



C. The Board may consider any matter related to the functioning of this Agreement. In particular it shall be responsible for:

- 1) handling disputes as specified in Article 17;
- 2) as appropriate, amending the Annexes in accordance with Article 19.B;
- 3) providing a forum for discussion of issues that may arise and changes that may affect the implementation of this Agreement;
- 4) providing a forum for discussion of common approaches to safety and environmental issues within the scope of this Agreement and for sharing information on aviation safety concerns on a regular basis, including consultation on proposed new, and changes to existing, safety measures;
- 5) providing a forum for early-warning discussions of draft regulations and legislation by either Party;
- 6) exchanging information on planned organizational changes;
- 7) as appropriate, adopting additional Annexes;
- 8) Making proposals, as appropriate, to the Parties to otherwise amend this Agreement.

## ARTICLE 4

### General Provisions

A. Each Party shall accept findings of compliance and approvals made by the other Party's Technical Agent and, in the case of the United States those made by Aviation Authorities, in accordance with the terms and conditions set forth in the Annexes to this Agreement.

- B. Except as specified in the Annexes to this Agreement, this Agreement shall not be construed to entail reciprocal acceptance or recognition of standards or technical regulations of the Parties.
- C. The Parties shall recognize each other's systems of delegation to designees or regulated entities existing as of the date of entry into force of this Agreement as equivalent for the purpose of complying with each Party's respective legal requirements. The Parties shall give findings of compliance made by these designees or regulated entities, in accordance with the provisions in the Annexes, the same validity as those made directly by a Technical Agent or Aviation Authority. Delegation systems implemented after the date of entry into force of this Agreement shall be subject to confidence building measures.
- D. The Parties shall ensure that their Technical Agents and Aviation Authorities fulfil their responsibilities under this Agreement, including its Annexes.
- E. In the event that a design approval holder transfers its approval to another entity, the Technical Agent responsible for the design approval shall promptly notify the other Technical Agent of the transfer.
- F. This Agreement, including its Annexes, is binding on both Parties.

## ARTICLE 5<sup>2</sup>

### Annexes

For matters within the scope of this Agreement, the Parties or their representatives on the Board shall develop Annexes describing the terms and conditions for reciprocal acceptance of findings of compliance and approvals, when they agree that each Party's civil aviation standards, rules, practices and procedures are sufficiently compatible to permit acceptance of approvals and findings of compliance with agreed upon standards made by one Party on behalf of the other. The Parties also

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<sup>2</sup> Article 5 as amended by Amendment 1 to the Agreement on cooperation in the regulation of civil aviation safety between the European Community and the United States of America (provisionally applied as of 13 December 2017)

agree that technical differences between their civil aviation systems shall be addressed in the Annexes.

## ARTICLE 6

### Regulatory Cooperation and Transparency

- A. The Technical Agents shall develop and adopt procedures for regulatory cooperation in civil aviation safety and environmental testing and approvals, taking into account relevant guidelines on regulatory cooperation between the Parties. Those procedures shall include the opportunity for consultation and participation, whenever possible, of experts from one Party's Technical Agent, Aviation Authorities, and industry in the early stages of drafting civil aviation regulatory materials by the other Party.
- B. Subject to the availability of funds, the Parties shall ensure continued trans-Atlantic cooperation on significant aviation safety initiatives, as appropriate.

## ARTICLE 7

### Cooperation in Quality Assurance and Standardization Inspection Activities

To promote the continued understanding of and compatibility between each Party's civil aviation safety regulatory systems, each Technical Agent may participate in the other's internal quality assurance and standardization inspection functions related to accreditation and monitoring, as provided in the Annexes.

## ARTICLE 8

### Cooperation in Enforcement Activities

The Parties agree, subject to applicable laws and regulations, to provide through their Technical Agents or Aviation Authorities as appropriate mutual cooperation and assistance in any investigation or enforcement proceedings of any alleged or suspected violation of any laws or regulations under the scope of this Agreement. In addition, each Party shall notify the other promptly of any investigation when mutual interests are involved.

## ARTICLE 9

### Exchange of Safety Data

The Parties agree, subject to applicable laws and regulations,

- A. To provide each other, on request, and in a timely manner, information available to their Technical Agents related to accidents or incidents involving civil aeronautical products or regulated entities, and
- B. To exchange other safety information in accordance with procedures developed by the Technical Agents.

## ARTICLE 10

### Applicable Requirements, Procedures, and Guidance Material

The Parties agree to notify each other of all applicable requirements, procedures and guidance material with respect to matters covered by this Agreement.

## ARTICLE 11

### Protection of Proprietary Data and Requests for Information

- A. The Parties recognize that information related to this Agreement submitted by a regulated entity or a Party may contain intellectual property, trade secrets, confidential business information, proprietary data, or other data held in confidence by that regulated entity or another person (restricted information). Unless required by law, neither Party shall copy, release, or show information identified as restricted to anyone other than an employee of that Party without prior written consent of the person or entity possessing confidentiality interests in the restricted information.
- B. To the extent the European Community shares restricted information with any Aviation Authority or with any entity entrusted with the investigation of accidents and incidents in civil aviation, the European Community shall treat such restricted information as sensitive documents and ensure that such Aviation Authority or entity does not copy, release or share such information with anyone other than an employee of such Aviation Authority or entity, without prior written consent of the person or legal entity possessing confidentiality interests in the restricted information.
- C. Requests from the public for information referred to in paragraph A of this Article, including access to documents, shall be addressed in accordance with the applicable laws and regulations that apply to the Party receiving such requests. A Technical Agent receiving a request for such information supplied by the other Party or its regulated entities shall consult with the other Party's Technical Agent prior to releasing such information. The Technical Agents shall provide assistance to each other in responding to these requests as necessary.

## ARTICLE 12

### Applicability

Unless otherwise provided in the Annexes to this Agreement, this Agreement shall apply, on the one hand, to the United States civil aviation regulatory system as applied in the territory of the United States of America, and on the other hand, to the European Community civil aviation regulatory system as applied in the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty (and any successor instrument).

## ARTICLE 13

### Unimpeded Access

For purposes of surveillance and inspections, each Party's Technical Agent and Aviation Authorities shall assist the other Party's Technical Agent with the objective of gaining unimpeded access to regulated entities subject to its jurisdiction.

## ARTICLE 14

### Fees

Each Party shall endeavour to ensure that fees imposed by their Technical Agents on applicants and regulated entities for certification and approval related services under this Agreement are just, reasonable and commensurate with the services.

## ARTICLE 15

### Preservation of Regulatory Authority

Nothing in this Agreement shall be construed to limit the authority of a Party to:

- A. Determine, through its legislative, regulatory and administrative measures, the level of protection it considers appropriate for civil aviation safety and environmental testing and approvals; and,
- B. Take all appropriate and immediate measures necessary to eliminate or minimize any derogation of safety. If either Party takes such action affecting activities within the scope of this Agreement, it shall inform the other Party where appropriate through a Technical Agent or an Aviation Authority as soon as practicable, but no later than 15 days after such action is taken.
- C. Make changes to its regulations, procedures or standards and apply them to its regulated entities. If any such changes could affect implementation of this Agreement, either Party, or its Technical Agent, may request consultations under Article 17, with a view to amending this agreement. Regardless of the results of such consultations, nothing in this Agreement shall prevent the Party concerned from making the change and applying it to its regulated entities.

## ARTICLE 16

### Other Agreements

- A. Except as otherwise specified in the Annexes to this Agreement, rights and obligations contained in any agreement concluded by either Party with a third party shall have neither force nor effect upon the other Party under this Agreement.
- B. In light of and upon entry into force of this Agreement, the United States of America shall take necessary measures, and the European Community shall ensure pursuant to the Treaty

establishing the European Community that the Member States of the European Union take necessary measures to amend or terminate, as appropriate, the bilateral agreements listed in Attachment 1 between the United States and individual Member States of the European Union.

- C. Unless otherwise provided in the Annexes, findings of compliance and approvals valid at the date of entry into force of this Agreement and previously accepted by the United States or a Member State of the European Union under one of the bilateral aviation safety agreements or bilateral airworthiness agreements listed in Attachment 1 shall be considered valid by the Parties to this Agreement under the terms as accepted under the listed agreements, until the approvals are replaced or cancelled.

## ARTICLE 17

### Consultations and Settlement of Disputes

- A. Either Party may request consultations with the other Party on any matter related to this Agreement. The other Party shall reply promptly to such a request and shall enter into consultations at a time agreed by the Parties within 45 days.
- B. The Parties' Technical Agents shall attempt to resolve any disagreement between them regarding their cooperation under this Agreement by consultation in accordance with provisions contained in the Annexes to this Agreement.
- C. In the event that the Technical Agents are unable to resolve disputes as provided for in paragraph B, either Technical Agent may refer the dispute to the Board, which shall consult on the matter.



## ARTICLE 18

### Suspension of Acceptance of Findings

- A. Should consultations under Article 17 not resolve the disagreement that relates to findings of compliance and approvals, either Party may notify the other Party of its intention to suspend the acceptance of findings of compliance and approvals over which there is disagreement. Such notification shall be in writing and detail the reasons for suspension.
- B. Such suspension shall take effect 30 days after the date of the notification, unless, prior to the end of this period, the Party which initiated the suspension notifies the other Party in writing that it withdraws its notification. Such suspension shall not affect the validity of findings of compliance, certificates and approvals made by the Party's Technical Agents or Aviation Authority in question prior to the date the suspension took effect. Any such suspension that has become effective may be rescinded immediately upon an exchange of written correspondence to that effect by the Parties.

## ARTICLE 19

### Entry into Force, Amendments, and Termination

- A. This Agreement, including its Annexes, shall enter into force on the first day of the second month following the date on which the Parties have exchanged diplomatic notes confirming the completion of their respective procedures for entry into force of this Agreement.
- B. This Agreement may be amended in writing by mutual consent of the Parties. Such amendments shall enter into force on the first day of the second month following the date on which the Parties have exchanged diplomatic notes confirming the completion of their respective procedures for entry into force of this Agreement or any amendments thereto. Amendments of the Annexes may be effected by a decision of the Board.
- C. Any individual Annex developed by the Board after the date of entry into force of this Agreement shall enter into force upon a decision of the Board.

- D. This Agreement shall remain in force until terminated by either Party. Such termination shall be effected by sixty day's written notification from one Party to the other Party. Such termination shall also act to terminate any amendments of this Agreement and all Annexes to this Agreement. Such termination shall not affect the validity of any certificates and other approvals granted by the Parties under the terms of this Agreement, including its Annexes.
- E. Individual Annexes to the Agreement may be terminated by either Party. Termination of any individual Annex shall be effective sixty days following the date of receipt of notice of termination from one Party to the other Party, unless said notice of termination has been withdrawn. In case of termination of one or more Annexes, the remaining Annexes remain in effect. However, the Parties shall consult on preserving the remainder of the Agreement. Failing consensus to do so, this Agreement may be terminated by either Party. Termination shall be effective sixty days from the date of written notification to that effect from one Party to the other.
- F. Following notice of termination of this Agreement in its entirety or of any Annexes thereto, the Parties shall continue to meet their obligations under this Agreement or of any Annexes thereto until the effective date of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Brussels this thirtieth day of June, 2008, in two originals, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish and Swedish languages. In case of divergences of interpretation between the different language texts, the English text shall prevail.

**Attachment 1**

Country	Bilateral
Austria	<p>Agreement for Promotion of Aviation Safety; signed at Vienna 14 January 1997</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft; effected by exchange of notes at Washington 30 April 1959</p>
Belgium	<p>Agreement concerning the reciprocal acceptance of airworthiness certifications; effected by exchange of notes at Brussels 12 February and 14 May 1973</p>
Czech Republic	<p>Operating Procedures between the Federal Aviation Administration (FAA) and the Civil Aviation Inspectorate (CAI) of the Czech Republic for Design Approval, Airworthiness Certification, Continued Airworthiness, and Mutual Cooperation and Technical Assistance Under the Agreement between the United States and Czechoslovakia, signed 29 January 1996</p> <p>Agreement between the United States and Czechoslovakia concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft; effected by exchange of notes at Prague 1 and 21 October 1970</p>
Denmark	<p>Agreement for Promotion of Aviation Safety; signed at Copenhagen 6 November 1998</p> <p>Agreement concerning the reciprocal acceptance of airworthiness certifications; effected by exchange of notes at Washington 6 January 1982</p>

Finland	<p>Agreement for Promotion of Air Safety, signed at Helsinki 2 November 2000</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft and civil aircraft appliances; effected by exchange of notes at Washington 7 March 1974</p>
France	<p>Agreement for Promotion of Aviation Safety, signed at Paris 14 May 1996</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities Under the Agreement for Promotion of Aviation Safety between the Government of the United States of America and the Government of the French Republic, signed 24 August 2001</p> <p>Maintenance Implementation Procedures Under the Agreement for Promotion of Aviation Safety between the Government of the United States of America and the Government of the French Republic, signed 14 May 1996</p>

Germany	<p>Agreement for Promotion of Aviation Safety, signed at Milwaukee 23 May 1996</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany for Promotion of Aviation Safety, Revision 1, signed 3 June 2002</p> <p>Maintenance Implementation Procedures under the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany for Promotion of Aviation Safety, signed 6 June 1997</p>
Ireland	<p>Agreement for Promotion of Aviation Safety, signed at Dublin 5 February 1997</p> <p>Maintenance Implementation Procedures under the Agreement for the Promotion of Aviation Safety between the Government of the United States of America and the Government of Ireland, signed 5 February 1999</p> <p>20 April 1999</p>

Italy	<p>Agreement for Promotion of Aviation Safety, signed at Rome 27 October 1999</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of Italy for Promotion of Aviation Safety, signed 4 June 2002</p>
Netherlands	<p>Agreement for Promotion of Aviation Safety, signed at The Hague 13 September 1995</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of the Netherlands for Promotion of Aviation Safety, signed 3 June 2002</p>
Poland	<p>Agreement concerning the reciprocal acceptance of airworthiness for imported civil aeronautical products, as amended; effected by exchange of notes at Washington 8 November 1976</p>

Romania	<p>Agreement for Promotion of Aviation Safety, signed at Bucharest 10 September 2002</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft; effected by exchange of notes at Washington 7 December 1976</p> <p>(Note: The United States requested termination of this agreement in February 2007. U.S. notification and a Romanian response will constitute termination.)</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of Romania for Promotion of Aviation Safety, signed 24 September 2002</p>
Spain	<p>Agreement for Promotion of Aviation Safety, signed at Washington 23 September 1999</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft, as amended; effected by exchange of notes at Madrid 23 September 1957</p>

Sweden	<p>Agreement for Promotion of Aviation Safety signed at Stockholm 9 February 1998</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of Sweden for Promotion of Aviation Safety, signed 3 June 2002</p>
UK	<p>Agreement for Promotion of Aviation Safety, signed at London 20 December 1995</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Promotion of Aviation Safety, signed 23 May 2002</p> <p>Simulator Implementation Procedures under the Agreement for the Promotion of Aviation Safety dated December 20th, 1995, between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, Revision 1, signed 6 October 2005</p>



**AIRWORTHINESS AND ENVIRONMENTAL CERTIFICATION**

**1. SCOPE**

1.1. This Annex covers 1) the reciprocal acceptance of findings of compliance, approvals, and documentation, and 2) technical assistance regarding:

(a) airworthiness and continued airworthiness of civil aeronautical products (hereinafter referred to as "products"); and

(b) noise, fuel venting, and exhaust emissions.

1.2. As provided for in Article 4 of the Agreement, the Parties shall reciprocally accept each other's findings made under the systems of the Technical Agents or Aviation Authorities, subject to the provisions of this Annex and where applicable, the technical implementation procedures concluded by the Technical Agents.

**2. JOINT COORDINATION BODY**

**2.1. Composition**

2.1.1. A joint technical coordination body called the Certification Oversight Board, accountable to the Bilateral Oversight Board, is hereby established under the joint leadership of the Technical Agents. It shall include representatives from each Technical Agent responsible for airworthiness and environmental certification, quality management systems and rulemaking.

2.1.2. The joint leadership may invite additional participants to facilitate the fulfilment of the mandate of this Certification Oversight Board.

**2.2. Mandate**

- 2.2.1. The Certification Oversight Board shall meet at regular intervals to ensure the effective functioning and implementation of this Annex. Its functions shall include in particular:
- (a) Developing, approving, and revising the technical implementation procedures;
  - (b) Sharing information on major safety issues and developing action plans to address them;
  - (c) Ensuring the consistent application of this Annex;
  - (d) Resolving technical issues falling within the responsibilities of the Technical Agents and examining other technical issues that cannot be solved at a lower level;
  - (e) Developing effective means for cooperation, assistance and exchange of information regarding safety and environmental standards, certification systems, and quality management and standardisation systems;
  - (f) Proposing amendments regarding this Annex to the Bilateral Oversight Board.

2.2.2. The Certification Oversight Board shall report unresolved issues to the Bilateral Oversight Board and ensure the implementation of decisions reached by the Bilateral Oversight Board regarding this Annex.

### 3. IMPLEMENTATION

#### 3.1. General

3.1.1. The Technical Agents shall develop technical implementation procedures for the implementation of this Annex that further address the differences between the Parties' airworthiness and environmental certification systems.

3.1.2. Each Technical Agent and, if applicable, Aviation Authority, shall support the other's Party's Technical Agent's and, if applicable, Aviation Authority's, requests for access to EU\_USA\_BASA /Annex 1/en 2 (November 2020)

data under the regulatory control of the other Technical Agent and, if applicable, Aviation Authority, in order to carry out the activities of this Annex.

### 3.2. Design Approvals

3.2.1. The U.S. Technical Agent shall carry out the State of Design functions applicable to the United States under Annex 8 of the Convention on International Civil Aviation done at Chicago on 7 December 1944 ("the Chicago Convention") for regulated entities over which it has jurisdiction.

3.2.2. The EC Technical Agent shall carry out on behalf of the EU Member States the State of Design functions applicable to them under Annex 8 of the Chicago Convention for regulated entities over which it has jurisdiction.

3.2.3. To benefit from reciprocal acceptance under this Agreement:

- (a) EASA shall act as the certificating authority and accept certification applications only from applicants located within the territory of the European Community for the initial approval of their design, design changes and repair data, and
- (b) FAA shall act as the certificating authority and accept certification applications only from applicants located within the United States for the initial approval of their designs, design changes and repair data.

3.2.4. Each Technical Agent shall use a validation process to approve

- (a) the design of aircraft, aircraft engines, propellers and appliances;
- (b) supplemental type certificates;
- (c) certain major changes to type design, as defined in the technical implementation procedures, and
- (d) acoustical and emission changes

that have been, or are in the process of being, approved by the other Party's Technical Agent in carrying out the State of Design's functions. The validation process, as defined in the technical implementation procedures, shall be based to the maximum extent practicable on the technical evaluations, tests, inspections, and compliance certifications made by the other Technical Agent. The airworthiness certification basis developed during the validation process of an aircraft, aircraft engine, or propeller shall use the applicable airworthiness standards or codes in effect on the date of application to the Technical Agent carrying out the State of Design functions. The environmental certification basis shall be developed based on the application dates prescribed in the technical implementation procedures.

- 3.2.5. The Technical Agents shall ensure that information related to operational requirements that impact design is made available to each other during the validation process. The Aviation Authorities shall make such information available to EASA.
- 3.2.6. The Technical Agents may also use a joint certification process, where appropriate. Joint certification is an alternative form of validation when mutually agreed by the applicant and both Technical Agents, as defined in the technical implementation procedures. Joint certification is particularly appropriate when components of a new product are designed by a regulated entity located within the territory of the other Party. Under joint certification, compliance demonstration and findings are expected to be made locally by the other Party's Technical Agent.
- 3.2.7. Because the Parties' regulatory systems for parts, repair design data, and design changes other than those covered by 3.2.4, are considered sufficiently comparable such that a separate approval by the importing Party's Technical Agent or Aviation Authority is not required, the importing Technical Agent shall accept a part, repair design data or design change when it has already been approved or otherwise accepted by the other Party's Technical Agent in carrying out the State of Design functions for the part, repair design data, or design change. The technical implementation procedures shall identify when a separate approval by the importing Technical Agent is necessary.

- 3.2.8. Certifying statements related to design approvals, including information on noise and emission levels, shall be defined in the technical implementation procedures.
- 3.2.9. In the event that a design approval holder transfers its approval to another entity, the Technical Agent responsible for the design approval shall promptly notify the other Technical Agent of the transfer. The Technical Agents shall define procedures to facilitate the transfer of certificates between the Parties' regulated entities in the technical implementation procedures.
- 3.2.10. EASA shall accept the U.S. certification procedures as an acceptable alternative to the European Community's requirements for demonstrating the capability of an applicant.
- 3.2.11<sup>3</sup> (a) A validation performed by a Technical Agent under 3.2.4 shall reflect the efficiencies gained by using such a process instead of a certification process. Efficiencies, resulting from the reduced involvement of the validating authority as substantiated by relevant data, shall subsequently be reflected in associated fee limitations.
- (b) The reduced involvement of the validating authority as referred to in (a) shall reflect the progress made under the Validation Improvement Roadmap approved and signed by the Certification Oversight Board on 29 February 2016 (and as may be revised in the future).
- (c) The Technical Agents shall revise the technical implementation procedures to include procedures to implement each initiative defined in the Validation Improvement Roadmap. The Certification Oversight Board shall determine the indicators to be used to measure and monitor the effective and demonstrable reduction in the involvement of the validating authority, both in terms of technical working hours and overall application/project processing time.
- (d) Verification and confirmation of the reduction in the involvement of the validating authority, and the associated fee limitations, shall be based on the following:

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<sup>3</sup> BOB Decision 008 of 19 June 2018

- (1) Approvals classified under “acceptance” do not require an application to be submitted to the validating authority. Therefore:
- (i) the Technical Agents' involvement is removed in its entirety; and
  - (ii) no associated fee or service charge shall be imposed.
- (2) For approvals classified under “Streamlined Validation,” as defined in the Technical Implementation Procedures, the following limitations to the involvement of the validating authority and associated fees shall apply:
- (i) For Type Certificates classified as ‘Basic’ –
    - (a) The involvement of the validating authority shall not exceed 8 working hours. The associated fee shall not exceed the published hourly rate associated with 8 working hours or the published fee<sup>4</sup>, whichever is lower.
    - (b) The validating authority shall ensure that the overall application/project processing time, representing only administrative involvement, to issue a type certificate is limited to 20 working days.
  - ~~(ii) For Supplemental Type Certificates classified as ‘Basic’ –~~
    - ~~(a) The involvement of the validating authority shall not exceed 4 working hours. The associated fee shall not exceed the published hourly rate associated with 4 working hours or the published fee<sup>5</sup> (associated with ‘Simple’), whichever is lower.~~

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<sup>4</sup> In case of EASA the applicable published fee is contained within COMMISSION REGULATION(EU) No 319/2014 of 27 March 2014 on the fees and charges levied by the European Aviation Safety Agency and repealing Regulation (EC) No 593/2007

<sup>5</sup> Idem

~~(b) The validating authority shall ensure that the overall application/project processing time, representing only administrative involvement, to issue a Supplemental Type Certificate is limited to 15 working days.~~

**(ii) For design changes classified as design changes classified as “Basic” that only need reissuance of certificates or datasheets –**

**a) The involvement of the validating authority shall not exceed 4 working hours. The associated fee shall not exceed the published hourly rate associated with 4 working hours or the published fee (associated with ‘Simple’), whichever is lower.**

**b) The validating authority shall ensure that the overall application/project processing time, representing only administrative involvement, to issue the approval is limited to 15 working days.<sup>6</sup>**

**(3) For approvals classified as ‘Non-Basic’ and processed under a Validation Work Plan, as defined in the Technical Implementation Procedures –**

**(i) The involvement of the validating authority shall not exceed 25% of the actions associated with the issuance of an equivalent approval using its certification process.**

**(ii) The associated fee shall not exceed 25% of the fees that the Technical Agent would have imposed on the applicant or regulated entity in the issuance of an equivalent approval using its certification process.<sup>7</sup>**

**(e) The relevant fee limitations set forth in paragraph (d) shall be given effect upon the agreement by the Bilateral Oversight Board, on the basis of a recommendation of the**

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<sup>6</sup> BOB Decision 008-002 of 19 November 2020

<sup>7</sup> In case of EASA the applicable published fee is contained within COMMISSION REGULATION (EU) No 319/2014 of 27 March 2014 on the fees and charges levied by the European Aviation Safety Agency and repealing Regulation (EC) No 593/2007.

Certification Oversight Board, verifying and confirming that the level of involvement per para 3.2.11 has been achieved by both parties. The fee limitations shall remain in effect as long as the COB confirms in its regular reports the continued achievement of those criteria. Any fee limitations shall come into effect for all new applications for validations and for on-going validations for the next billing cycles one month after the agreement by the BOB. The Certification Oversight Board shall continue to measure performance of the improvement initiatives and ensure that the overall process turnaround time to issue an approval remains commensurate with the principles set forth here and associated metrics in the Technical Implementation Procedures. The Certification Oversight Board shall report on a regular basis to the Bilateral Oversight Board regarding the progress of the Validation Improvement Roadmap and the associated means of measurement to ensure the continued implementation of paragraph 3.2.11, and associated fee limitations.

- (f) Annual fees levied to the holder of an EASA Type Certificate of a Non-EU Design shall be subject to a fee reduction of approximately 2/3 of the amount that EASA imposes on the applicant or a regulated entity following the issuance of an equivalent approval using its certification process for an EU Design. The exact amount is reflected in Commission Regulation (EU) No. 319/2014 of 27 March 2014 or later versions.
- (g) Paragraph 3.2.11 should be reassessed in case of revision of the charging scheme of the validating authority.

3.2.12 **As of 19 June 2018, fees imposed during any calendar year by a Technical Agent on an applicant or regulated entity for a validation performed by that Technical Agent under 3.2.4 to approve:**

- i. the design of an aircraft, aircraft engine, propeller, or appliance;**
- ii. a supplemental type certificate;**
- iii. certain major changes to a type design, as defined in the technical implementation procedures; or**



**iv. acoustical and emissions changes**

**shall not exceed the fee limitations as stipulated in paragraph 3.2.11(d) as confirmed by decisions of the Bilateral Oversight Board taken in accordance with paragraph 3.2.11(e), or until those fee limitations are given effect in accordance with paragraph 3.2.11(e), shall be 95% of the fees that the Technical Agent would have imposed on the applicant or regulated entity during that same calendar year in the issuance of an equivalent approval of a design, supplemental type certificate, major change or acoustical or emissions change using a certification process.<sup>8</sup>**

3.3. Continued Airworthiness

3.3.1. The Technical Agents are committed to take action to address unsafe conditions in products that they have certificated. The Technical Agents shall exchange information on failures, malfunctions and defects received from its approval holders to support the other Technical Agent's investigation of service difficulties or other potential safety issues. The exchange of this information between the Technical Agents shall be considered to fulfil the obligation of each approval holder to report failures, malfunctions, and defects to the other Party's Technical Agent under that other Party's applicable law. Actions to address unsafe conditions and exchange of safety information shall be defined in the technical implementation procedures.

3.3.2. Unless otherwise notified by either Party's Technical Agent:

- (a) The FAA shall carry out the continued airworthiness State of Design functions applicable to the United States under Annex 8 of the Chicago Convention for aircraft, aircraft engines, propellers and appliances for the life cycle of the product.
- (b) EASA shall carry out on behalf of the EU Member States the continued airworthiness State of Design functions applicable to them under Annex 8 of the Chicago Convention for aircraft, aircraft engines, propellers and appliances for the life cycle of the product.

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<sup>8</sup> BOB Decision 008-002 of 19 November 2020

EU\_USA\_BASA /Annex 1/en 9 (November 2020)

3.3.3. The FAA shall exercise the State of Manufacture functions applicable to the United States under Annex 8 to the Chicago Convention for aircraft, aircraft engines, propellers and appliances for the life cycle of the product over which it has jurisdiction. The Aviation Authorities and, where applicable, EASA shall exercise the State of Manufacture functions applicable to the EU Member States under Annex 8 to the Chicago Convention for aircraft, aircraft engines, propellers and appliances for the life cycle of the product over which it has jurisdiction. Actions to address unsafe conditions shall be defined in the technical implementation procedures.

3.3.4. Any changes to the ownership or airworthiness status of a certificate issued by either Party's Technical Agent shall be timely communicated to the other Technical Agent.

#### 3.4. Production

3.4.1. The Technical Agents and, where applicable, the Aviation Authorities, grant production approvals, based upon an acceptable production quality/inspection system, to a manufacturer under their own regulatory system when that manufacturer is involved in the export of aircraft, aircraft engines, propellers, appliances, or parts to the other Party. Such production approvals shall ensure that all aircraft, aircraft engines, propellers, appliances and parts conform to the approved design of the importing Party, have undergone an operational check if applicable, and are in a condition for safe operation at the time of export.

3.4.2. Because the Parties' regulatory systems for production are considered sufficiently comparable, the importing Technical Agent or Aviation Authority shall not issue its own production approval for those manufacturers regulated by the exporting Party.

3.4.3. Each Technical Agent and, where applicable, Aviation Authorities, shall recognize the other Technical Agent's or Aviation Authorities' production approvals including:

- (a) production approvals granted or extended for the manufacture of aircraft, aircraft engines, propellers, appliances or parts within their territories; and for the manufacture of aircraft, aircraft engines, propellers or parts outside their

territories, and

- (b) production approvals granted for the manufacture of aircraft, aircraft engines, propellers, or parts, based upon a manufacturer's licensing agreement or appropriate arrangement with a design approval holder in the other Party's territory or a third country. When a licensing agreement for the production of an aircraft, aircraft engine, or propeller separates the State of Design and State of Manufacture responsibilities between the two Parties, the FAA and EASA, or an Aviation Authority if appropriate, shall enter into a working arrangement.

3.4.4. Each Party's Technical Agent and, if applicable, Aviation Authorities, shall fulfil their respective regulatory obligations to oversee manufacturers, and suppliers approved under the manufacturer's quality system, located within the other's Party's territory by relying on the other Party's surveillance system when all the following conditions are met:

- (a) The Technical Agent or Aviation Authority responsible for oversight of the production approval holder officially requests surveillance assistance;
- (b) The manufacturing facility additionally has been granted a production approval of similar scope, issued by either the Technical Agent or Aviation Authority of the territory in which the facility is located;
- (c) The other Party's Technical Agent or Aviation Authority is willing and able to undertake such activities as its resources permit, and
- (d) The Technical Agents or Aviation Authority shall document, as appropriate, the details of any agreed surveillance assistance.

3.4.5. For parts manufactured under the regulatory system of one Party at a facility located in the other Party's territory, the Technical Agents and Aviation Authorities shall accept Authorized Release Certificates or other documents, as agreed, in lieu of their own documentation under the following conditions:

- (a) The manufacturing facility has been granted a production approval of similar scope, issued by either a Technical Agent or an Aviation Authority, having regulatory authority over this manufacturing facility; and, where applicable;
- (b) For delivery to an end user, the applicable approval holder has granted written permission to its supplier when allowed under the regulatory system of the approval holder.

3.4.6. For products manufactured under a licensing agreement, the Technical Agents shall establish procedures to ensure that all changes introduced into the design by the licensee are approved, through the design approval holder, by the Technical Agent carrying out the responsibilities of the State of Design for the product.

### 3.5. Export Airworthiness Certification

3.5.1. Each Party's Technical Agent or, where applicable, the Aviation Authorities, shall reciprocally accept the other Party's certifications of airworthiness for all products when a product is exported from one Party's regulatory jurisdiction to the other Party's regulatory jurisdiction with the appropriate airworthiness certification. The Technical Agents and, where applicable, the Aviation Authorities or appropriately approved organisations, shall issue airworthiness documentation with each export, as specified in the technical implementation procedures.

3.5.2. The Technical Agents or the Aviation Authorities (or their designated regulated entities when appropriate) shall accept a used civil aircraft for either standard or special/restricted airworthiness certification only if a type certificate or European restricted type certificate holder exists to support continued airworthiness of the aircraft and when the other Party's Technical Agent or Aviation Authority certifies that the aircraft has been properly maintained during its service life (as evidenced by appropriate maintenance records).

The inspection and maintenance records to accompany a used aircraft are detailed in the technical implementation procedures.

- 3.5.3. All airworthiness documentation shall contain appropriate certifying statements, as specified in the technical implementation procedures.
- 3.5.4. If, in the process of making an airworthiness certification, the exporting Technical Agent or Aviation Authority is unable to satisfy all of the requirements specified in the technical implementation procedures the exporting Technical Agent or Aviation Authority shall;
- (a) Immediately notify the importing Technical Agent or Aviation Authority of this fact;
  - (b) Coordinate, with the importing Technical Agent or Aviation Authority as specified in the technical implementation procedures, their acceptance or rejection of the exceptions to the requirements prior to completing the airworthiness certification; and
  - (c) Document any accepted exceptions when exporting the product.
- 3.5.5. The FAA shall continue to accept products that were included in the scope of a bilateral agreement related to airworthiness listed in Attachment 1 of the Agreement that conform to an FAA-approved design provided that they were manufactured and issued an appropriate airworthiness certification prior to the date of entry into force of this Agreement.
- 3.5.6. The European Community shall not require the specific marking European Parts Approval (EPA) for parts imported from the United States except where EASA is acting as the State of Design.

#### 4. ACCEPTANCE OF FINDINGS AND APPROVALS

##### 4.1. Qualification Requirements for the Acceptance of Findings and Approvals

- 4.1.1. The Technical Agents and, where applicable, the Aviation Authorities, shall establish a certification and oversight system for the various activities included in the scope of this
- EU\_USA\_BASA /Annex 1/en 13 (November 2020)

Annex. This system shall be documented and include the organizational structure, staff qualifications, and internal policies and procedures used to perform those activities.

- 4.1.2. Each Technical Agent and, where applicable, the Aviation Authorities, shall demonstrate sufficient knowledge of each other's system in terms of airworthiness and environmental requirements, associated policy and guidance material, procedures and organizational structure.
- 4.1.3. Each Technical Agent and, where applicable, the Aviation Authorities, shall ensure that staff are appropriately qualified and have sufficient knowledge, experience, and training to perform their responsibilities under this Agreement.
- 4.1.4. These systems shall be subject to internal quality audits, accreditation or standardization inspections. The technical implementation procedures shall define the Technical Agents' periodic participation in each other's internal quality audits, accreditation or standardization inspections, including the inspections of Aviation Authorities, in order to maintain mutual confidence in each other's systems. The Technical Agents and the Aviation Authorities shall submit to such inspections and ensure that regulated entities provide access to both Technical Agents.
  - (a) In particular, Technical Agents shall:
    - (i) Have the right to participate in each other's quality audits and standardization inspections;
    - (ii) Make available the reports from quality audits and standardization inspections applicable to this Annex, as specified in the technical implementation procedures; and
    - (iii) Assist each other in the resolution of inspection findings affecting the implementation of this Annex, where relevant.
  - (b) In particular, the Technical Agents and the Aviation Authorities shall:

- (i) Allow inspections as detailed above in this paragraph;
- (ii) Subject to applicable laws and regulations on personal data protection, make available the relevant airworthiness and environmental certification records and inspection reports including completed enforcement actions; and
- (iii) Provide language interpretation assistance at the Aviation Authority's office during the review of records and documentation that are recorded in its national language, where necessary.

#### 4.2. Qualifications of the Technical Agents and Aviation Authorities

- 4.2.1. Each Technical Agent has demonstrated to the other Technical Agent the effectiveness of its respective system for the certification and oversight of activities covered under this Annex through initial confidence building activities. The Technical Agents have also demonstrated to each other the effectiveness of their internal quality audits, accreditation and standardization inspections, including inspections of Aviation Authorities, as referred to in paragraph 4.1.4.
- 4.2.2. The Technical Agents and Aviation Authorities shall continue to ensure effective oversight as detailed in paragraph 4.1 of this Annex and in accordance with the relevant provisions of the technical implementation procedures.
- 4.2.3. The Technical Agents shall notify each other at the earliest opportunity in the event that a Technical Agent or an Aviation Authority is not able to meet a requirement of this Annex. If either Technical Agent believes that technical competency is no longer adequate, the Technical Agents shall consult each other and propose an action plan, including any necessary corrective activities, in order to address deficiencies
- 4.2.4. In the event that a Technical Agent or an Aviation Authority does not correct deficiencies within the timeframe specified in the action plan, either Technical Agent may refer the matter to the Certification Oversight Board
- 4.2.5. When a Party intends on suspending acceptance of findings or approvals made by a

Technical Agent or an Aviation Authority, the Party shall promptly notify the other Party in accordance with Article 18.A of the Agreement.

## 5. COMMUNICATIONS

All communications between the Technical Agents and, where applicable, the Aviation Authorities, including documentation, shall be in the English language. The Technical Agents may agree to exceptions for certification compliance data on a case-by-case basis.

## 6. TECHNICAL CONSULTATIONS

The Technical Agents agree to resolve issues associated with implementation of this Annex through consultation. The Technical Agents shall make every effort to resolve issues at the lowest possible technical level using the process outlined in the technical implementation procedures before elevating the issue to the Bilateral Oversight Board.

## 7. TECHNICAL ASSISTANCE

7.1. Upon request and after mutual agreement, each Party's Technical Agent or, where applicable, an Aviation Authority, shall provide technical assistance to the other Party's Technical Agent or, where applicable, an Aviation Authority, in certification and continued airworthiness oversight activities related to design, production, airworthiness, and environmental certification within each other's territory. The process for conducting such assistance is described in the technical implementation procedures.

7.2. The Technical Agents or the Aviation Authorities may decline to provide such technical assistance due to lack of resource availability, because the product is not within the scope of this Agreement or there is no regulatory involvement with the facility.



- 7.3. When technical assistance is provided, the Technical Agent or, where applicable, the Aviation Authority, providing the assistance shall apply their respective Party's regulatory system and procedures, unless otherwise agreed by the Technical Agents or, where applicable, the Aviation Authority. Technical assistance including conformity inspection, test witnessing, and compliance determinations may be conducted by approved/delegated organizations. In cases where a European Community approved organization does not have these privileges within its production authorisation, Aviation Authorities may provide such assistance directly or by extending to the organization such privileges. In cases where a European Community approved organization does not have such privileges within its design authorisation, EASA may provide the technical assistance directly or by extending to the organization such privileges.
- 7.4. Technical assistance may also be requested related to the import of used aircraft that were originally exported from the United States or the European Community. Each Party's Technical Agent or, where applicable, the Aviation Authorities, shall assist the other Party's Technical Agent or Aviation Authority, as applicable, in obtaining information regarding the configuration of the aircraft at the time it left the manufacturer.

#### 8. NOTIFICATION OF INVESTIGATION OR ENFORCEMENT ACTION

Each Party's Technical Agents and, where applicable, the Aviation Authorities shall notify the other Party's Technical Agent and, where applicable, the Aviation Authorities, promptly of their own investigation or enforcement action that may involve 1) a product or regulated entity for airworthiness or environmental certification or 2) an action of a Technical Agent or Aviation Authority that appears not to comply with this Annex. The Technical Agents and, where applicable, the Aviation Authorities, shall cooperate in sharing information needed for any such investigation or enforcement action including its closure.

MAINTENANCE

1. PURPOSE & SCOPE

The Parties have assessed each other's standards and systems relating to the approval of repair stations/maintenance organizations that perform maintenance on civil aeronautical products. Consistent with Article 4.A. of the Agreement, this Annex covers the reciprocal acceptance of findings of compliance, approvals, documentation, and technical assistance regarding approvals and monitoring of repair stations/maintenance organizations as detailed in appendices hereto. Nothing in this Annex shall be construed to limit the authority of a Party to act in accordance with Article 15 of the Agreement.

2. DEFINITIONS

- 2.1. "Overhaul" means a process that ensures the aeronautical article is in complete conformity with the applicable service tolerances specified in the type certificate holder's, or equipment manufacturer's instructions for continued airworthiness, or in the data which is approved or accepted by the Authority.

No person may describe an article as being overhauled unless it has been at least disassembled, cleaned, inspected, repaired as necessary, reassembled and tested in accordance with the above-specified data.

- 2.2. "Alteration or modification" means a change to the construction, configuration, performance, environmental characteristics, or operating limitations of the affected civil aeronautical product.

- 2.3. "Data approved by the FAA" means data approved by the FAA Administrator or the Administrator's designated representative, including EC design data reciprocally accepted under Annex 1.

- 2.4. "Data approved by EASA" means data approved by the EC Technical Agent or by an organization approved by that Technical Agent, including US design data reciprocally accepted under Annex 1.

2.5. "Special Conditions" means those requirements in either Title 14 of the United States Code of Federal Regulations, parts 43 and 145 (hereinafter referred to as 14 CFR part 43 or 145 as applicable) or in Commission Regulation (EU) No 1321/2014, as amended Annex II (hereinafter referred to as EASA Part-145) that have been found, based on a comparison of the regulatory maintenance systems, not to be common to both systems and which are significant enough that they must be addressed.

### 3. JOINT COORDINATION BODY

#### 3.1. Composition

3.1.1. A Joint Maintenance Coordination Board (JMCB), accountable to the Bilateral Oversight Board, is hereby established under the joint leadership of the EASA Director responsible for Organization Approvals and the FAA Director of Flight Standards. It shall include, from each Technical Agent, the appropriate representatives responsible for maintenance and quality management systems and rulemaking as appropriate.

3.1.2. The joint leadership may invite additional participants to facilitate the fulfilment of the mandate of the JMCB.

#### 3.2. Mandate

~~3.2.1. The JMCB shall meet at least once a year to ensure the effective functioning and implementation of this Annex. Its functions shall include:~~

- ~~(a) Developing, approving, and revising detailed guidance to be used for processes covered by this Annex;~~
- ~~(b) Sharing information on major safety issues and developing action plans to address them;~~
- ~~(c) Ensuring the consistent application of this Annex;~~
- ~~(d) Resolving technical issues falling within the responsibilities of the Technical Agents~~

~~and examining other technical issues that cannot be solved at lower level;~~

- ~~(e) Developing, approving, and revising the detailed guidance to be used for transition, cooperation, assistance, exchange of information, and participation in each other's internal quality audits, standardization, and sampling inspections related to maintenance and quality management and standardization systems;~~
- ~~(f) Maintaining the list of Aviation Authorities identified in Appendix 2 of this Annex according to the decisions taken by the Bilateral Oversight Board;~~
- ~~(g) Proposing to the Bilateral Oversight Board amendments to this Annex.~~

**3.2.1. The JMCB shall meet at least once a year to ensure the effective functioning and implementation of this Annex. Its functions shall include:**

- (a) Developing, approving, and revising the Maintenance Annex Guidance (MAG) to be used for processes covered by this Annex;**
- (b) Sharing information on major safety issues and developing action plans to address them;**
- (c) Ensuring the consistent application of this Annex;**
- (d) Resolving technical issues falling within the responsibilities of the Technical Agents and examining other technical issues that cannot be solved at a lower level;**
- (e) Developing, approving, and revising the detailed guidance to be used for transition, cooperation, assistance, exchange of information, and participation in each other's internal quality audits, standardization, and sampling inspections related to maintenance and quality management and standardization systems; and**
- (f) Proposing to the Bilateral Oversight Board amendments to this Annex.<sup>9</sup>**

3.2.2. The JMCB shall report unresolved issues to the Bilateral Oversight Board and ensure the implementation of decisions reached by the Bilateral Oversight Board regarding this Annex.

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<sup>9</sup> BOB Decision 0012 of 19 November 2020

## 4. IMPLEMENTATION

4.1. Subject to the terms of this Annex, the Parties agree that their Technical Agents shall accept inspections and monitoring of repair stations/maintenance organizations made by the other technical agent or where applicable Aviation Authorities, for findings of compliance with their respective requirements as the basis for issuance and continued validity of certificates.

4.2. The certificate issued by a Technical Agent under this Annex, shall not exceed the scope of the ratings and limitations contained in the certificate issued by the other Technical Agent or Aviation Authority.

### ~~4.3. FAA certificates~~

~~4.3.1. Without prejudice to the FAA Administrator's discretion under 14 CFR part 145, a maintenance organization shall be issued an FAA certificate and operations specifications if it has been approved for maintenance by an Aviation Authority identified in Appendix 2 of this Annex in accordance with Annex II of Commission Regulation (EU) No 1321/2014, as amended, complies with the conditions set forth in this Annex, including the FAA Special Conditions set forth in Appendix 1, and an Aviation Authority has issued a recommendation or endorsement to the FAA for certification.~~

~~4.3.2. The FAA certificate shall only cover additional fixed stations located within a Member State listed in Appendix 2. Each additional fixed location must also be under the surveillance of an Aviation Authority identified in Appendix 2.~~

~~4.3.3. The FAA certificate shall cover additional line stations which are under the surveillance of an Aviation Authority identified in Appendix 2, except those located in the United States.<sup>10</sup>~~

### **4.3. FAA certificates**

**4.3.1. Without prejudice to the FAA Administrator's discretion under 14 CFR part 145, a maintenance organization shall be issued an FAA certificate and operations specifications if it has been approved for maintenance by an Aviation Authority or EASA in accordance with Annex II of Commission Regulation (EU) No 1321/2014, as**

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<sup>10</sup> ~~BOB Decision 0003 of 21 August 2012~~

**amended, complies with the conditions set forth in this Annex, including the FAA Special Conditions set forth in Appendix 1, and an Aviation Authority or EASA has issued a recommendation to the FAA for certification.**

**4.3.2. The FAA certificate shall only cover additional fixed stations located within an EU Member State. Each additional fixed location must also be under the surveillance of an Aviation Authority or EASA.**

**4.3.3. The FAA certificate shall cover additional line stations which are under the surveillance of an Aviation Authority or EASA, except those located in the United States.<sup>11</sup>**

4.4. EASA certificates

~~4.4.1. A repair station shall be issued an EASA certificate as detailed in Appendix 4, if it has been approved for maintenance by the FAA in accordance with 14 CFR part 145, complies with the conditions set forth in this Annex including the EASA Special Conditions set forth in Appendix 1, and the FAA has issued a recommendation and endorsement for approval to EASA, except if the EASA Executive Director finds that such action is not necessary for maintaining or altering aeronautical products registered or designed in an EU Member State or parts fitted on these products or the EASA's resources do not permit handling the application.~~

**4.4.1. A repair station shall be issued an EASA certificate as detailed in Appendix 3, if it has been approved for maintenance by the FAA in accordance with 14 CFR part 145, complies with the conditions set forth in this Annex including the EASA Special Conditions set forth in Appendix 1, and the FAA has issued a recommendation for approval to EASA, except if the EASA Executive Director finds that such action is not necessary for maintaining or altering aeronautical products registered or designed in an EU Member State or parts fitted on these products or EASA's resources do not permit handling the application.<sup>12</sup>**

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<sup>11</sup> BOB Decision 0012 of 19 November 2020

<sup>12</sup> BOB Decision 0012 of 19 November 2020

4.4.2. The EASA certificate shall cover line stations under the surveillance of the FAA, except those located in one of the EU Member States.<sup>13</sup>

4.5. The Technical Agents, and where applicable the Aviation Authorities, shall:

- (a) Provide recommendations or endorsements for certification of repair stations to the FAA and of maintenance organizations to the EASA;
- (b) Perform surveillance and provide reports regarding continued compliance with the requirements described in this Annex by maintenance organizations in the European Community and repair stations in the United States;
- (c) Accept or approve, as appropriate, the supplement to the organization's manual/exposition submitted by the applicant and found to be in compliance with Appendix 1;

~~(d) Comply with the procedures as specified in the Appendix 3.~~

**(d) Comply with the procedures as specified in Appendix 2.<sup>14</sup>**

4.6. Each Party's Technical Agent, or where applicable Aviation Authority, shall provide upon request technical assistance in maintenance activities to the other Party's Technical Agent, or where applicable Aviation Authority, to advance the purposes of this Annex. The Technical Agents or the Aviation Authorities may decline to provide such technical assistance due to lack of resource availability, because the maintenance activity is not within the scope of this Annex or there is no regulatory involvement with the facility. Such areas of assistance may include, but are not limited to:

- (a) Conducting and reporting on investigations upon request;
- (b) Obtaining and providing data for reports where requested.

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<sup>13</sup> BOB Decision 0003 of 21 August 2012

- 4.7. The Technical Agents may conduct independent inspections of repair stations/maintenance organizations when specific safety concerns warrant in accordance with Article 15.B of the Agreement.
- ~~4.8. The Parties agree that maintenance and alterations or modification performed on a civil aeronautical product under the regulatory control of one Party may be accomplished and that product returned to service by a repair station/maintenance organization under the regulatory control of the other Party, where it has been approved in accordance with the provisions of this Annex.~~
- 4.8. The Parties agree that maintenance and alterations or modifications performed on a civil aeronautical product under the regulatory control of one Party may be accomplished and that product approved for release or return to service by a repair station or maintenance organization under the regulatory control of the other Party, where it has been approved in accordance with the provisions of this Annex.<sup>15</sup>**
- 4.9. The Parties agree that emergency or non-routine maintenance may be performed outside the territory specified in Article 12 to the Agreement in order to maintain an aircraft or component, subject to prior approval. The approval for emergency or non-routine maintenance shall be granted in accordance with procedures defined by the JMCB.
- 4.10. Revisions by either Party, to their civil aviation organization, regulations, procedures, or standards, including those of the Technical Agents and Aviation Authorities, may affect the basis on which this Annex is executed. Accordingly, the Parties, through the Technical Agents and Aviation Authorities, as appropriate, shall advise each other of plans for such changes at the earliest possible opportunity, and discuss the extent to which such planned changes affect the basis of this Annex. If consultations pursuant to Article 15 C. of the Agreement result in an agreement to amend this Annex, the Parties shall seek to ensure that such an amendment enters into force at the same time as, or as soon as possible after, the entry into force or implementation of the change that prompted such amendment.

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<sup>15</sup> BOB Decision 0012 of 19 November 2020



## 5. COMMUNICATION AND COOPERATION

- 5.1. The Parties, through the JMCB, shall exchange a list of contact points for the various technical aspects of this Annex. This list shall be maintained by the Technical Agents.
- 5.2. All communications between the Parties, including technical documentation provided for review or approval as detailed in this Annex, shall be in the English language.
- 5.3. When urgent or unusual situations develop, the Technical Agents', and where applicable the Aviation Authorities' contact points shall communicate and ensure that the appropriate immediate actions are taken.

## 6. QUALIFICATION REQUIREMENTS FOR THE ACCEPTANCE OF FINDINGS OF COMPLIANCE

### 6.1. Basic Requirements

6.1.1 Each Party's Technical Agent and Aviation Authorities, as applicable, shall demonstrate to the other Party's Technical Agent their respective systems for the regulatory oversight of repair stations/maintenance organizations. In order to carry out oversight of repair stations/maintenance organizations on behalf of the other Party, each Party's Technical Agents and Aviation Authorities, as applicable, shall demonstrate, in particular, effective and adequate:

- (a) Legal and regulatory structure;
- (b) Organizational structure;
- (c) Resources, including sufficient qualified staff;
- (d) Training program;
- (e) Internal policies, processes and procedures;

- (f) Documentation and records;
- (g) Active certification and surveillance program;
- (h) Authority over regulated entities.

## ~~6.2. Initial confidence~~

~~6.2.1. The Technical Agents and Aviation Authorities identified in Appendix 2 of this Annex at the time of entry into force of the Agreement meet the requirements of this Annex, following the confidence building process conducted for the purpose of entering into the Agreement.~~

~~6.2.2. When the JMCB determines that an Aviation Authority has successfully completed an assessment for compliance with the requirements of this Annex, it shall make a proposal to the Bilateral Oversight Board for the inclusion of the Aviation Authority in Appendix 2.~~

## **6.2. Initial confidence**

**6.2.1 Each Technical Agent has demonstrated to the other Technical Agent the effectiveness of its respective system for the regulatory oversight of activities covered under this Annex through initial confidence building activities. The Technical Agents have also demonstrated to each other the effectiveness of their quality audits and standardization activities, including audits of Aviation Authorities, as referred to in paragraph 6.3.1.**

**6.2.2 EASA shall, before an Aviation Authority starts carrying out oversight of maintenance organizations on behalf of the FAA, conduct an assessment of that Aviation Authority in accordance with the approved JMCB procedures as set forth in the MAG.<sup>16</sup>**

## 6.3. Continued confidence

6.3.1. The Technical Agents and Aviation Authorities shall continue to demonstrate effective oversight as detailed in paragraph 6.1.1 according to JMCB procedures.

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<sup>16</sup> BOB Decision 0012 of 19 November 2020

- (a) In particular, Technical Agents and Aviation Authorities shall:
- (i) Have the right to participate in each other's quality audits, standardization and sampling inspections and establish an annual schedule of sampling inspections including potential changes as necessary to adapt to circumstances;
  - (ii) Submit to inspections as detailed in 6.3.1 (a) (i);
  - (iii) Ensure that regulated entities provide access to both Technical Agents for audits and inspections;
  - (iv) Make available the reports from quality audits, standardization and sampling inspections applicable to this Annex;
  - (v) Make the appropriate personnel available to participate in the sampling inspection;
  - (vi) Make available the maintenance organization's records, inspection reports including completed enforcement actions;
  - (vii) Provide interpretive assistance at the Aviation Authority's office during the review of internal maintenance organization records and documentation that are recorded in the national language;
  - (viii) Assist each other in closure of any findings from the inspection; and
  - (ix) Ensure that any sampling inspections are identified and based on risk analysis and objective criteria, without prejudice to the discretionary power of the Technical Agents;
- (b) The Technical Agents shall notify each other at the earliest opportunity in the event that a Technical Agent or Aviation Authority is not able to meet a requirement in this paragraph. If either Technical Agent believes that technical competency is no longer adequate, the Technical Agents shall consult and propose an action plan, including any

necessary rectification activities, in order to address deficiencies;

- (c) In the event that a Technical Agent or Aviation Authority does not rectify deficiencies within the timeframe specified in the action plan, either Technical Agent may refer the matter to the JMCB;
- (d) When a Party intends on suspending acceptance of findings or approvals made by a Technical Agent or Aviation Authority, the Party shall promptly notify the other Party in accordance with Article 18 A of the Agreement.

## 7. NOTIFICATION OF INVESTIGATION OR ENFORCEMENT ACTION

- 7.1. Consistent with the provision of Article 8 of the Agreement, each Party, through its Technical Agents, and where applicable, the Aviation Authorities, shall notify each other promptly of any investigation and subsequent closure actions for a non-compliance within the scope of this Annex by a repair station/maintenance organization under the regulatory control of the other Party that could result in an enforcement action in the form of a penalty or the revocation, suspension, or limitation of a certificate .
- 7.2. The notification shall be sent to the other Party's appropriate contact point identified in the list referred to in Article 5 of this Annex.
- 7.3. The Parties retain the right to take such enforcement action. However, in some cases, a Party may choose to review a remedial action taken by the other Party. The enforcement consultation process under this Annex will be subject to a regular joint review by the JMCB.
- 7.4. In the event of a revocation or suspension of an FAA 14 CFR part 145 certificate of a repair station or a certificate for an Approved Maintenance Organization pursuant to Commission Regulation (EU) No 1321/2014, as amended, Annex II, the Technical Agent and where applicable, Aviation Authority shall notify the other Technical Agent of the revocation or suspension.

## 8. TRANSITION PROVISIONS

- 8.1. For the transition of approvals issued pursuant to the bilateral agreements between the United States and European Community Member States listed in Attachment 1 of the Agreement and valid at the time of the entry into force of this Annex, the Parties agree to the following transition provisions.
- 8.2. Notwithstanding Article 16 C, repair station/maintenance organization approvals issued by a Technical Agent or Aviation Authority pursuant to Maintenance Implementation Procedures (hereinafter referred to as MIPs) under the bilateral agreements listed in Attachment 1 of the Agreement and valid at the time of the entry into force of this Annex, shall be considered to be valid by the Parties to this Agreement under the terms as accepted under the listed agreements for a period of two years from the entry into force of this Annex, provided that the repair station/maintenance organization that received such approvals remains in compliance with the Special Conditions contained in the MIPs, as amended, until such time as they transition to the Special Conditions of this Annex.

## ~~9. TRANSFER PROVISIONS~~

~~The Parties agree that the transition of approvals of repair stations located in EU Member States listed in Appendix 2, but under the direct oversight of the FAA on the date of entry into force of this Annex, shall be accomplished in accordance with the following transfer provisions:~~

~~— An Aviation Authority must complete training of its personnel regarding procedures relating to the Agreement, this Annex and the FAA Special Conditions prior to repair stations being transferred.~~

~~— Once a sufficient number of staff has completed the training to provide oversight of the facilities transferred in accordance with this Annex, the FAA shall transfer the activities of inspecting, monitoring and surveillance of qualified 14 CFR part 145 repair stations to the appropriate Aviation Authority.~~

~~— The transfers to the Aviation Authorities shall take place within two years of the date of~~

~~the entry into force of this Annex in accordance with JMCB approved procedures.~~

## **9. TRANSFER PROVISIONS**

**The Parties agree that the transfer of approvals of repair stations located in EU Member States, but under the direct oversight of the FAA on the date of entry into force of this Annex, shall be accomplished in accordance with the following transfer provisions.**

- An Aviation Authority must complete training of its personnel regarding procedures relating to the Agreement, this Annex and the FAA Special Conditions prior to repair stations' approvals being transferred.**
- Once a sufficient number of staff have completed the training to provide oversight of the facilities transferred in accordance with this Annex, the FAA shall transfer the activities of inspecting, monitoring and surveillance of qualified 14 CFR part 145 repair stations to the appropriate Aviation Authority.**
- The transfers to the Aviation Authorities shall take place within two years following the positive assessment by EASA referred to in paragraph 6.2.2 and in accordance with JMCB approved procedures.<sup>17</sup>**

## **10. FEES**

Fees shall be applied in accordance with Article 14 of the Agreement and in accordance with applicable regulatory requirements.

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<sup>17</sup> BOB Decision 0012 of 19 November 2020

## SPECIAL CONDITIONS

### 1. EASA SPECIAL CONDITIONS APPLICABLE TO U.S.-BASED REPAIR STATIONS

1.1. To be approved in accordance with EASA Part-145, pursuant to the terms of this Annex, the repair station shall comply with all of the following Special Conditions.

1.1.1. The repair station shall submit an application in a form and a manner acceptable to EASA.

- (a) The application for both initial and continuation of the EASA approval shall include a statement demonstrating that the EASA certificate and/or rating is necessary for maintaining or altering aeronautical products registered or designed in an EU Member State or parts fitted thereon.
- (b) The repair station shall provide a supplement to its Repair Station Manual (RSM) that is verified and accepted by the FAA on behalf of EASA. All revisions to the supplement must be accepted by the FAA. The supplement shall include the following:
  - (i) The supplement must contain a statement by the accountable manager of the repair station, as defined in the current version of EASA Part 145 which commits the repair station to compliance with this Annex and the special conditions as listed.
  - (ii) Detailed procedures for the operation of an independent quality monitoring system including oversight of all multiple facilities and line stations under the surveillance of the FAA, with the exception of line stations located in an EU Member State, as such line stations are beyond the scope of this Annex.<sup>18</sup>
  - ~~(iii) Procedures for the approval for release or for the release or approval for return to service that meet the requirements of EASA Part 145 for aircraft and the use of~~

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<sup>18</sup> BOB Decision 007, of 2 April 2018

~~the FAA Form 8130-3 for aircraft components, and any other information required by the owner or operator as appropriate.~~

- (iii) Procedures for the approval for release or return to service that meet the requirements of EASA Part-145 for aircraft and the use of the FAA Form 8130-3 for aircraft components, and any other information required by the owner or operator as appropriate.<sup>19</sup>**
- (iv) For airframe/aircraft rated facilities, procedures to ensure that the certificate of airworthiness and the Airworthiness Review Certificate are valid prior to the issue of a release to service document.
- (v) Procedures to ensure that repairs and modifications as defined by EASA requirements are accomplished in accordance with data approved by EASA.
- (vi) A procedure for the repair station to ensure that the FAA-approved initial and recurrent training programme and any revision thereto include human factors training.
- (vii) Procedures for reporting un-airworthy conditions as required by EASA Part-145 on civil aeronautical products to the EASA, aircraft design organization, and the customer or operator.
- (viii) Procedures to ensure completeness of, and compliance with, the customer or operator work order or contract including notified EASA airworthiness directives and other notified mandatory instructions.
- ~~(ix) Procedures in place to ensure that contractors meet the terms of these implementation procedures; that is, using an EASA approved Part 145 organization or, if using an organization which does not hold an EASA Part 145 approval, the repair station returning the product to service is responsible for ensuring its airworthiness.~~

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<sup>19</sup> BOB Decision 0012 of 19 November 2020



- (ix) **Procedures in place to ensure that contractors meet the terms of this Annex, that is, using an EASA-approved Part-145 organization or, if using an organization which does not hold an EASA Part-145 approval, the repair station approving the product for release or return to service is responsible for ensuring its airworthiness.**<sup>20</sup>
- (x) Procedures to permit work away from the fixed location on a recurring basis, when applicable
- (xi) Procedures to ensure appropriate covered hangars are available for base maintenance of aircraft.

1.2. To continue to be approved in accordance with EASA Part-145, pursuant to the terms of this Annex, the repair station shall comply with the following. The FAA shall verify that the repair station:

- (a) Allow EASA, or the FAA on behalf of EASA, to inspect it for continued compliance with the requirements of the 14 CFR part 145 and these Special Conditions (i.e. EASA Part-145).
- (b) Accept that investigation and enforcement action may be taken by EASA in accordance with any relevant EC regulations and EASA procedures.
- (c) Cooperate with any EASA investigation or enforcement action.
- (d) Continue to comply with 14 CFR part 43 and part 145, and these Special Conditions.

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<sup>20</sup> BOB Decision 0012 of 19 November 2020

2. FAA SPECIAL CONDITIONS APPLICABLE TO EU BASED APPROVED MAINTENANCE ORGANIZATIONS (AMOS)

~~2.1. To be approved in accordance with CFR part 145, pursuant to the terms of this Annex, the AMO shall comply with all of the following Special Conditions.~~

**2.1. To be approved in accordance with 14 CFR part 145, pursuant to the terms of this Annex, the AMO shall comply with all of the following Special Conditions.<sup>21</sup>**

2.1.1. The AMO shall submit an application in a form and a manner acceptable to the FAA.

(a) The application for both initial and renewed FAA certification shall include:

(i) A statement demonstrating that the FAA repair station certificate and/or rating is necessary for maintaining or altering U.S.-registered aeronautical products or foreign-registered aeronautical products operated under the provisions of 14 CFR.

~~(ii) A list of maintenance functions, approved by the Aviation Authority, to be contracted/sub-contracted to perform maintenance on U.S. civil aeronautical products.~~

**(ii) A list of maintenance functions, approved by the Aviation Authority or EASA, to be contracted/sub-contracted to perform maintenance on U.S. civil aeronautical products.<sup>22</sup>**

(iii) In the case of transport of dangerous goods, written confirmation, demonstrating that all involved employees have been trained in the transport of dangerous goods in accordance with ICAO standards.

~~(b) The AMO must provide a supplement in English to its MOE that is approved by the Aviation Authority and maintained at the AMO. Once approved by the Aviation Authority, the supplement shall be deemed accepted by the FAA. All revisions to the~~

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<sup>21</sup> BOB Decision 0012 of 19 November 2020

<sup>22</sup> BOB Decision 0012 of 19 November 2020

~~supplement must be approved by the Aviation Authority. The FAA supplement to the MOE shall include the following:~~

**(b) The AMO must provide a supplement in English to its MOE that is approved by the Aviation Authority or EASA and maintained at the AMO. Once approved by the Aviation Authority or EASA, the supplement shall be deemed accepted by the FAA. All revisions to the supplement must be approved by the Aviation Authority or EASA. The FAA supplement to the MOE shall include the following:<sup>23</sup>**

- (i) A signed and dated statement by the accountable manager that obligates the organization to comply with the Annex.
- (ii) A summary of its quality system which shall also cover the FAA special conditions.
- (iii) Procedures for approval for release or return to service that satisfy the requirements of 14 CFR part 43 for aircraft and use of EASA Form 1 for components. This includes the information required by 14 CFR sections 43.9 and 43.11 and all information required to be made or kept by the owner or operator in English as appropriate.
- (iv) Procedures for reporting to the FAA failures, malfunctions, or defects, and Suspected Unapproved Parts (SUP) discovered, or intended to be installed, on U.S. aeronautical products.
- (v) Procedures to notify the FAA regarding any changes to line stations that:
  - ~~(1) are under the surveillance of an Aviation Authority identified in Appendix 2 to this Annex, with the exception of line stations located in the United States, as such line stations are beyond the scope of this Annex;<sup>24</sup> and~~

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<sup>23</sup> BOB Decision 0012 of 19 November 2020

- (1) **are under the surveillance of an Aviation Authority or EASA, with the exception of line stations located in the United States, as such line stations are beyond the scope of this Annex; and<sup>25</sup>**
- (2) maintain U.S. registered aircraft; and
- (3) that will impact the FAA Operations Specifications.
- ~~(vi) Procedures to qualify and monitor additional fixed locations within the EU Member States list in Appendix 2 to this Annex.~~
- (vi) Procedures to qualify and monitor additional fixed locations within EU Member States.<sup>26</sup>**
- ~~(vii) Procedures in place to verify that all contracted/sub-contracted activities include provisions for a non-FAA-certificated source to return the article to the AMO for final inspection/testing and return to service.~~
- (vii) Procedures in place to verify that all contracted/sub-contracted activities include provisions for a non-FAA-certificated source to return the article to the AMO for final inspection/testing and approval for release or return to service.<sup>27</sup>**
- (ix) Procedures to ensure that major repairs and major alterations/modifications (as defined in 14 CFR) are accomplished in accordance with data approved by the FAA.
- (x) Procedures to ensure compliance with air carrier's Continuous Airworthiness Maintenance Program (CAMP), including the separation of maintenance from inspection on those items identified by the air carrier/customer as Required Inspection Items (RII).

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<sup>25</sup> BOB Decision 0012 of 19 November 2020

<sup>26</sup> BOB Decision 0012 of 19 November 2020

<sup>27</sup> BOB Decision 0012 of 19 November 2020

(xi) Procedures to ensure compliance with the manufacturer's maintenance manuals or instructions for continued airworthiness (ICA) and handling of deviations.

Procedures to ensure that all current and applicable airworthiness directives (AD) published by the FAA are available to maintenance personnel at the time the work is being performed.

~~(xii) Procedures to confirm that the AMO supervisors and employees responsible for final inspection and return to service of U.S. aeronautical products are able to read, write, and understand English.~~

**(xii) Procedures to confirm that the AMO supervisors and employees responsible for final inspection and approval for release or return to service of U.S. aeronautical products are able to read, write, and understand English.<sup>28</sup>**

(xiii) Procedures to permit work away from fixed location on a recurring basis, when applicable.

~~2.2. To continue to be approved in accordance with 14 CFR part 43 and part 145, pursuant to the terms of this Annex, the AMO shall comply with the following. The Aviation Authority shall verify that the AMO:~~

~~(a) Allow FAA, or the Aviation Authority on behalf of the FAA, to inspect it for continued compliance with the requirements of EASA Part 145 and these Special Conditions (i.e., 14 CFR part 43 and part 145);~~

~~(b) Investigations and enforcement by the FAA may be undertaken in accordance with FAA rules and directives;~~

~~(c) The AMO must cooperate with any investigation or enforcement action;~~

~~(d) The AMO must continue to comply with EASA Part 145 and these Special Conditions;~~

~~(e) Where regulatory compliance is maintained, this permits the FAA to renew the AMO's~~

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<sup>28</sup> BOB Decision 0012 of 19 November 2020

~~initial certification after 12 months and every 24 months thereafter.~~

**2.2. To continue to be approved in accordance with 14 CFR part 43 and part 145, pursuant to the terms of this Annex, the AMO shall comply with the following. The Aviation Authority or EASA shall verify that the AMO:**

- (a) Allows FAA, or the Aviation Authority or EASA on behalf of the FAA, to inspect it for continued compliance with the requirements of EASA Part-145 and these Special Conditions (i.e., 14 CFR part 43 and part 145);**
- (b) Ensures that investigations and enforcement by the FAA may be undertaken in accordance with FAA rules and directives;**
- (c) Cooperates with any investigation or enforcement action; and**
- (d) Continues to comply with EASA Part-145 and these Special Conditions.<sup>29</sup>**

**2.3 The FAA shall renew the AMO's initial certificate after 12 months and every 24 months thereafter, if regulatory compliance is maintained.<sup>30</sup>**

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<sup>29</sup> BOB Decision 0012 of 19 November 2020

<sup>30</sup> BOB Decision 0012 of 19 November 2020

Technical Agents considered qualified for the purposes of this Annex:

The Federal Aviation Administration

The European Aviation Safety Agency

Aviation Authorities of the following EU Member States are considered qualified for the purposes of this Annex:

The Republic of Austria

The Kingdom of Belgium

The Czech Republic

The Kingdom of Denmark

The Republic of Finland

The French Republic

The Federal Republic of Germany

Hungary<sup>32</sup>

Ireland

The Italian Republic

The Grand Duchy of Luxembourg

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<sup>31</sup> BOB Decision 0012 of 19 November 2020

<sup>32</sup> BOB Decision 007 of 2 April 2018

~~The Republic of Malta~~

~~The Kingdom of the Netherlands~~

~~The Republic of Poland~~

~~The Portuguese Republic~~

~~Romania<sup>33</sup>~~

~~The Kingdom of Spain~~

~~The Kingdom of Sweden~~

~~The United Kingdom of Great Britain and Northern Ireland~~

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<sup>33</sup> ~~BOB Decision 0002 of 30 June 2011~~



## AVIATION AUTHORITY PROCEDURES

The Aviation Authority acting on behalf of the FAA shall in accordance with agreed JMCB guidance and procedures carry out the following actions:

- 1) For initial Maintenance Organization Application:
  - (a) Review the applicant's documentation for the FAA certificate;
  - (b) Provide the applicant all appropriate procedures;
  - (c) Review and provide to the FAA all pre-application information;
  - (d) Review and approve the applicant's FAA supplement to the AMO Maintenance Organization Exposition;
  - (e) Conduct an audit/inspection of the AMO for compliance with applicable guidance material;
  - (f) Approve and provide the FAA with a complete application package including a copy of the surveillance report and a signed recommendation for FAA certification.
  - (g) Retain a current copy of the FAA Supplement.

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<sup>1</sup> BOB Decision 0012 of 19 November 2020

2) For renewal of a Maintenance Organization's FAA certificate:

Renewals are to be conducted 12 months after the initial certification and every 24 months thereafter.

- (a) Review the applicant's documentation for the FAA certificate;
- (b) Verify that the required facility inspection(s) have been completed;
- (c) Review and approve any amendment to the FAA supplement to the AMO Maintenance Organization Exposition;
- (d) Advise the FAA of any findings relevant to the complete facility inspection;
- (e) Approve and provide the FAA with a complete application package including a copy of the surveillance report and a signed recommendation for FAA renewal.

3) For change or amendment to the FAA certificate:

- (a) Ensure that all changes or amendments include as a minimum the submittal of an application;
- (b) For the addition of line stations or fixed locations, provide the FAA with a report and recommendation.

EASA FORM 3 - U.S. APPROVAL CERTIFICATE  
APPROVAL CERTIFICATE  
REFERENCE EASA.145.XXXX

~~Taking into account the provisions of Article 12(2) of Regulation 216/2008 of the European Parliament and of the Council and the bilateral agreement currently in force between the European Community and the Government of the United States of America, the European Aviation Safety Agency (EASA) hereby certifies:~~

**Taking into account the provisions of Article 68(1)(a) of Regulation (EU) 2018/1139 of the European Parliament and of the Council and the Agreement, the European Union Aviation Safety Agency (EASA) hereby certifies:** <sup>2</sup>

COMPANY'S NAME

ADDRESS

ADDRESS

ADDRESS

as a Part-145 maintenance organization approved to maintain the products listed in the FAA Air Agency Certificate and associated Operations Specifications and issue related certificates of release to service using the above reference, subject to the following conditions:

1. The scope of the approval is limited to that specified on the 14 CFR part 145 repair station Air Agency Certificate, and the associated Operations Specifications for work carried out in the United States (unless otherwise agreed in a particular case by EASA).
2. The approval scope shall not exceed the permitted EASA Part-145 ratings as detailed in Regulation (EU) No 1321/2014, as amended.<sup>3</sup>

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<sup>1</sup> BOB Decision 0012 of 19 November 2020

<sup>2</sup> BOB Decision 0012 of 19 November 2020

<sup>3</sup> BOB Decision 007 of 2 April 2018

- ~~3. This approval requires continued compliance with 14 CFR part 145 and the differences as specified in the Maintenance Implementation Procedures, including the use of the FAA Form 8130-3 for release/return to service of components up to and including power plants.~~
- 3. This approval requires continued compliance with 14 CFR part 145 and the differences as specified in Annex 2 and the MAG, including the use of the FAA Form 8130-3 for approval for release or return to service of components up to and including power plants.<sup>1</sup>**
- ~~4. Certificates of return to service must quote the EASA Part-145 approval reference number quoted above and the 14 CFR part 145 Air Agency Certificate number.~~
- 4. Certificates of approval for release or return to service must quote the EASA Part-145 approval reference number quoted above and the 14 CFR part 145 Air Agency Certificate number.<sup>2</sup>**
5. Subject to compliance with the foregoing conditions, this approval shall remain valid until:  
[two year validity period]  
unless the approval is surrendered, superseded, suspended or revoked.

Date of issue

Signed

For EASA

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<sup>1</sup> BOB Decision 0012 of 19 November 2020

<sup>2</sup> BOB Decision 0012 of 19 November 2020

**PILOT LICENSING****1. PURPOSE AND SCOPE**

- 1.1. The Parties have assessed each other's standards, rules, practices, and procedures related to private pilot licensing, including night and instrument ratings for the single-engine piston (SEP) land airplane and multi-engine piston (MEP) land airplane categories, but excluding the type ratings, and concluded that they are sufficiently compatible to permit acceptance of each other's approvals and findings. This Annex covers the reciprocal acceptance of findings of compliance and documentation, and the provision of technical assistance regarding private pilot licensing and compliance monitoring. Nothing in this Annex shall be construed to limit the authority of a Party to act in accordance with Article 15 of the Agreement.**
- 1.2. The scope of this Annex covers private pilot EU Part-FCL licenses and FAA private pilot certificates, and private pilot privileges included in other EU Part-FCL licenses and FAA pilot certificates, as well as night and instrument ratings, as specified in Appendix 1 to this Annex, in SEP land airplane and MEP land airplane categories in single-pilot operations, excluding any type ratings. EU Part-FCL commercial pilot licenses for airplanes (CPL (A)) and airline transport pilot licenses for airplanes (ATPL (A)) contain private pilot privileges. The multi-crew pilot license (MPL) only contains private pilot privileges if specifically endorsed in the license. Similarly, FAA commercial pilot and air transport pilot certificates contain private pilot privileges. These licenses and pilot certificates are eligible for conversion under the terms of this Annex if the privileges are applicable.**
- 1.3. The scope of this Annex may be extended to other EU Part-FCL licenses and FAA pilot certificates, ratings and aircraft categories through an amendment to this Annex pursuant to a decision of the Bilateral Oversight Board (BOB) taken in accordance with Article 19.B of the Agreement.**

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<sup>1</sup> BOB Decision 0010 of 19 November 2020

- 1.4. **The extension of the scope of this Annex shall take place following the necessary confidence-building process conducted by the Technical Agents.**
- 1.5. **This Annex does not apply to any pilot license or pilot certificate issued by another Contracting State to the Convention on International Civil Aviation of 1944 (Chicago Convention) that has been rendered valid by the FAA or by an Aviation Authority, as detailed in the Technical Implementation Procedures - Licensing (TIP-L).**
- 1.6. **This Annex does not limit the right of a holder of an FAA pilot certificate or an EU Part-FCL license issued by an Aviation Authority, to have the pilot certificate or license rendered valid by the other Party in accordance with applicable laws and regulations.**

## **2. DEFINITIONS**

2.1. **In addition to those definitions found in the Agreement, for the purposes of this Annex, the following definitions apply:**

(a) **'Class rating' means:**

(i) **with respect to an EU Part-FCL license, a valid rating attached to a pilot license. The privileges of the holder of a SEP and MEP class rating are to act as pilot on the class of aircraft specified in the rating as outlined in the 'List of Aeroplanes – Class and Type Ratings and Endorsement List' published on the European Aviation Safety Agency (EASA) website.**

(ii) **with respect to an FAA pilot certificate, a classification of aircraft within a category having similar operating characteristics as outlined in Title 14, Code of Federal Regulations (14 CFR) § 61.5 (e.g., single-engine land and multi-engine land).**

(b) **'Conversion' means the issuance of an EU Part-FCL license on the basis of an FAA pilot certificate or the issuance of an FAA pilot certificate on the basis of**

**an EU Part-FCL license, in accordance with the provisions of this Annex.**

- (c) 'Currency' means the acceptance of the privileges of a class or type rating on an FAA pilot certificate, based on the recent experience of the certificate holder. (14 CFR Part 61 and Regulation (EU) No 1178/2011 Annex III Part C)**
- (d) 'EU Part-FCL license' means a valid flight crew license that complies with the requirements of Part-FCL**
- (e) 'FAA pilot certificate' means a valid Federal Aviation Administration pilot certificate that complies with the appropriate requirements prescribed in 14 CFR Part 61.**
- (f) 'Flight review' means an assessment of flying skills taken with a certified flight instructor holding appropriate FAA examining authority.**
- (g) 'Instrument rating' means:**
  - (i) with respect to an EU Part-FCL instrument rating, a valid rating on an EU Part-FCL licence allowing for operation under Instrument Flight Rules (IFR) or in weather conditions less than the minimums prescribed for Visual Flight Rules (VFR) that is restricted to single-engine or multi-engine operation, or in the case of a multi-crew pilot license (MPL) additionally restricted to multi-crew operation.**
  - (ii) with respect to an FAA instrument rating, means a valid rating on an FAA pilot certificate subject to currency and class of aircraft requirements, allowing for operation under IFR or in weather conditions less than the minimums prescribed for VFR.**
- (h) 'Night rating' means a rating attached to an EU Part-FCL license with which the privileges of the private pilot license for airplanes are to be exercised in VFR conditions at night. The night rating is issued without an expiration date.**

- (i) **'Skill test'** means a demonstration of skill for a license or rating issue, including such oral examination as may be required in accordance with Annex I to Commission Regulation (EU) No 1178/2011, (Part-FCL).
- (j) **'Special Conditions'** means those requirements that have been found, based on a comparison of the respective regulatory licensing systems, not to be common to both systems and that are significant enough to be addressed in this Annex. The list of Special Conditions is contained in Appendix 1 to this Annex
- (k) **'Type rating'** means:
- (i) with respect to an EU Part-FCL license, a rating attached to a pilot license. The privileges of the holder of a type rating are to act as pilot on the type of aircraft specified in the rating as outlined in the EASA type rating and license endorsement list flight crew - all aircraft excluding helicopters.
  - (ii) with respect to an FAA pilot certificate, the rating on an FAA pilot certificate for any large aircraft (except lighter than air), turbojet powered airplane, or other aircraft specified by the FAA Administrator through type certification procedures for which a pilot must meet specific aeronautical knowledge and experience and testing requirements in order to act as pilot in command of the aircraft.
- (l) **'Valid'** means:
- (i) With respect to an FAA pilot certificate or EU Part-FCL license, that such certificate or license is not surrendered, suspended, revoked, or expired.
  - (ii) With respect to an EU Part-FCL rating, the rating's validity period has not expired. The validity date of a rating is stated on the pilot license.



### **3. JOINT AIRCREW COORDINATION BOARD**

#### **3.1. Composition**

**3.1.1. A Joint Aircrew Coordination Board (JACB), accountable to the BOB, is hereby established under the joint leadership of the EASA and the FAA Executive Directors responsible for Flight Standards. The JACB shall include, from each Technical Agent, representatives responsible for pilot licensing and quality management systems/management systems, as appropriate.**

**3.1.2. The joint leadership may invite additional participants to the JACB to facilitate the fulfilment of the objectives of this Annex.**

#### **3.2. Mandate**

**3.2.1. The JACB shall meet at least once a year to ensure the effective functioning and implementation of this Annex. Its functions shall include:**

- a) developing, approving, and revising the TIP-L, including cooperation, assistance, exchange of information, and continued confidence activities to be used for processes covered by this Annex;**
- b) sharing information on relevant safety issues and developing action plans to address them;**
- c) ensuring the consistent application of this Annex;**
- d) exchanging information on planned and ongoing rulemaking activities that could affect the basis and scope of this Annex.**
- e) sharing information on significant changes to the Parties' pilot licensing systems that could affect the basis and scope of the Annex.**
- f) resolving technical issues falling within the responsibilities of the Technical Agents and Aviation Authorities that cannot be solved at their level; and**
- g) proposing to the BOB amendments to this Annex.**

**3.2.2. The JACB shall report unresolved issues to the BOB and ensure the implementation of decisions reached by the BOB regarding this Annex.**

#### **4. IMPLEMENTATION**

- 4.1. The Parties agree that a person holding an EU Part-FCL license for airplanes, including a class rating, with or without night rating, or an instrument rating for airplanes, and who has demonstrated compliance with the applicable FAA Special Conditions set forth in Appendix 1, shall be considered to meet the requirements for obtaining an FAA pilot certificate, class rating(s), or an instrument rating in the airplane category.**
- 4.2. The Parties agree that a person holding a FAA pilot certificate for airplanes, or an instrument rating for airplanes, and who has demonstrated compliance with the applicable EU Special Conditions set forth in Appendix 1, and has provided evidence of currency in accordance with applicable provisions of the TIP-L, shall be considered to meet the requirements for obtaining an EU Part-FCL license, a class rating(s), with or without a night rating, or an instrument rating in the airplane category.**
- 4.3. EU Part-FCL licenses or FAA pilot certificates that have been surrendered, suspended, or revoked shall not be reinstated through the terms of this Annex.**
- 4.4. The scope of the ratings and limitations of an FAA pilot certificate or an EU Part-FCL license issued in accordance with this Annex is further specified in the TIP-L.**
- 4.5. Once an EU Part-FCL license or an FAA pilot certificate has been issued in accordance with this Annex, the holder must, to exercise the privileges of this license or pilot certificate, meet the revalidation or renewal requirements, as applicable, of the EU Part-FCL or FAA requirements.**
- 4.6. The FAA, upon issuing an FAA pilot certificate based on an EU Part-FCL license in accordance with this Annex, shall not require the surrender of that EU Part-FCL license. An Aviation Authority, upon issuing an EU Part-FCL license based on an FAA pilot certificate in accordance with this Annex, shall not require the surrender of that FAA pilot certificate.**
- 4.7. The Technical Agents, and where applicable the Aviation Authorities, shall:**

- 4.7.1. upon request from the FAA or Aviation Authority that issues an EU Part-FCL license or an FAA pilot certificate in accordance with this Annex, provide each other with the verification or confirmation of authenticity of the original EU Part-FCL license, FAA pilot certificate, or rating; and**
- 4.7.2. provide in a form, manner, and schedule established by the JACB, statistical data regarding the EU Part-FCL licenses, FAA pilot certificates, and ratings that have been issued in accordance with this Annex.**
- 4.8. Each Party's Technical Agent, or where applicable an Aviation Authority, shall provide as necessary upon request and after mutual agreement, technical assistance in pilot licensing activities to the other Party's Technical Agent, or where applicable to an Aviation Authority, to advance the purpose of this Annex. The Technical Agents or an Aviation Authority may decline to provide such technical assistance due to lack of resource availability.**
- 4.9. Revisions by either Party to its civil aviation organisation, laws, regulations, procedures, policy, or standards, including those of the Technical Agents and Aviation Authorities, may affect the basis upon which this Annex is executed. Therefore, the Parties, through the Technical Agents and Aviation Authorities, as appropriate, shall advise one another of plans for such changes at the earliest possible opportunity, and discuss the extent to which such planned changes affect the basis of this Annex. If consultations pursuant to Article 15.C of the Agreement result in an agreement to amend this Annex, the Parties shall seek to ensure that such an amendment enters into force at the same time as, or as soon as possible thereafter, the entry into force or implementation of the change that prompted such amendment.**

## **5. COMMUNICATION AND COOPERATION**

- 5.1. The Technical Agents, through the JACB, shall maintain and exchange a list of contact points for the various technical aspects of this Annex.**

**5.2. All communications between the Technical Agents, including technical documentation provided for review or approval as detailed in this Annex, shall be in the English language.**

**5.3. The format for all dates used in communications shall be DD MMM YYYY, e.g., '05 MAY 2014'.**

**5.4. When urgent or unusual situations develop, the Technical Agents', and where applicable, the Aviation Authorities' points of contact, as identified in the TIP-L, shall communicate and ensure that the appropriate immediate actions are taken.**

## **6. QUALIFICATION REQUIREMENTS FOR THE ACCEPTANCE OF FINDINGS OF COMPLIANCE**

### **6.1. Basic Requirements**

**6.1.1. Each Technical Agent and any Aviation Authority, as applicable, shall demonstrate to the other Technical Agent the effectiveness of their respective systems for the regulatory oversight of pilots. They shall demonstrate, in particular, effective and adequate:**

**(a) legal and regulatory structure;**

**(b) organisational structure;**

**(c) resources, including sufficient qualified staff;**

**(d) training program for their technical staff;**

**(e) internal policies, processes, and procedures including a quality system;**

**(f) documentation and records;**

**(g) oversight program; and**

**(h) authority over regulated EU Part-FCL license or FAA pilot certificate holders.**

## **6.2. Initial Confidence**

**Each Technical Agent has demonstrated to the other Technical Agent the effectiveness of its respective system for the regulatory oversight of activities covered under this Annex through initial confidence building activities. The Technical Agents have also demonstrated to each other the effectiveness of their quality audits and standardisation activities, including audits of Aviation Authorities, as referred to in paragraph 6.3.1.**

## **6.3. Continued Confidence**

**6.3.1. The Technical Agents and Aviation Authorities shall continue to demonstrate to each other effective oversight as detailed in paragraph 6.1.1 of this Annex according to the relevant provisions of the TIP-L developed by the JACB.**

**(a) In particular, Technical Agents shall:**

**(i) have the right to participate, as an observer, in each other's quality audits and standardisation inspections;**

**(ii) make available to the other Technical Agent the reports from quality audits and standardisation inspections applicable to this Annex, as specified in the TIP-L; and**

**(iii) assist each other in the resolution of audit and inspection findings impacting the implementation of this Annex, where relevant**

**(b) In particular, the FAA and the Aviation Authorities shall:**

**(i) allow quality audits and standardisation inspections as detailed in paragraph 6.3.1(a)(i) above;**

- (ii) share relevant safety information and known limitations that may affect an Aviation Authority's or Technical Agent's capability to fully meet applicable international safety standards or any safety requirements established under the Agreement;**
  - (iii) subject to applicable laws and regulations on personal data protection, make available the relevant pilot licensing records and inspection reports including completed enforcement actions; and**
  - (iv) provide language interpretation assistance at the Aviation Authority's office during the review of records and documentation that are recorded in its national language, where necessary.**
- (c) The Technical Agents shall notify each other at the earliest opportunity in the event that a Technical Agent or an Aviation Authority is not able to meet a requirement in paragraph 6.3. If either Technical Agent believes that technical competency is no longer adequate, the Technical Agents shall consult each other and propose an action plan, including any necessary corrective activities, in order to address deficiencies.**
- (d) In the event that a Technical Agent or an Aviation Authority does not correct deficiencies within the timeframe specified in the action plan, either Technical Agent may refer the matter to the JACB.**
- (e) When a Party intends to suspend acceptance of findings or approvals made by a Technical Agent or an Aviation Authority, the Party shall promptly notify the other Party in accordance with Article 18.A of the Agreement.**

## **7. FEES**

**Fees applied shall comply with Article 14 of the Agreement and with applicable statutory and regulatory requirements.**

**SPECIAL CONDITIONS**

**1. General Conditions**

- 1.1. The applicant shall submit an application for conversion of an EU Part-FCL license or an FAA pilot certificate according to this Annex in a standardised form and manner as specified in the TIP-L.**
- 1.2. An applicant who holds an EU Part-FCL license or an FAA pilot certificate that carries a restriction or limitation may be denied application if a similar restriction for limitation is not available in the other system.**

**2. EU Special Conditions**

**To be approved in accordance with Part-FCL, pursuant to the terms of this Annex, the applicant shall comply with all of the following EU Special Conditions.**

- 2.1. EU Special Conditions Applicable to the Issuance of an EU Part-FCL License for Airplanes (PPL(A)) and Associated Class and Night Ratings, as Applicable, on the Basis of an FAA Pilot Certificate**
- 2.1.1. The applicant shall demonstrate or provide evidence that he/she has acquired language proficiency in accordance with FCL.055 of Part-FCL unless he/she holds an 'English Proficient' endorsement on the FAA pilot certificate. The 'English Proficient' endorsement shall be deemed to be equal to English language proficiency Level 4, as detailed in the TIP-L.**
- 2.1.2. The applicant shall meet the EU medical requirements as stipulated in Commission Regulation (EU) No 1178/2011 applicable to the PPL(A).**

- 2.1.3. The applicant shall complete a skill test, as detailed in the TIP-L, with an examiner qualified according to Part-FCL.**
- 2.1.4. The applicant shall demonstrate to the examiner before the skill test that he/she has acquired an adequate level of the required theoretical knowledge, as detailed in the TIP-L, within the 24-calendar-month period preceding the month of application.**
- 2.1.5. The applicant applying for a Part-FCL night rating shall provide evidence that he/she has fulfilled the night flying requirements set out in FCL.810 of Part-FCL. Night flying training experience may be credited, as detailed in the TIP-L.**
- 2.1.6. The applicant applying for a single-pilot MEP class rating shall provide evidence that the requirements for the issuance of a MEP land class rating as stated in Part FCL Subpart H are fulfilled. In this case the skill test specified under paragraph 2.1.3 above shall be completed in a MEP land airplane. An applicant who has prior training and flight experience on MEP airplanes may be credited towards the requirements of Part-FCL Subpart H, as detailed in the TIP-L.**
- 2.1.7. An Aviation Authority, upon converting an FAA pilot certificate in accordance with this Annex, shall enter the following statement in item VIII (or XIII) of the EU Part-FCL license: 'PPL(A) issued on the basis of the EU-US Agreement'.**
- 2.2. EU Special Conditions Applicable to the Issuance of an EU PART-FCL Instrument Rating for Airplanes (IR(A)) on the Basis of an FAA Instrument Rating.**
- 2.2.1. The applicant shall demonstrate or provide evidence that he/she has acquired language proficiency in accordance with FCL.055 of Part-FCL unless he/she has an 'English Proficient' endorsement on the FAA pilot certificate. The 'English Proficient' endorsement shall be deemed to be equal to English language proficiency Level 4, as detailed in the TIP-L.**



- 2.2.2. The applicant shall meet the EU medical requirements as stipulated in Commission Regulation (EU) No 1178/2011 applicable to the IR(A).**
- 2.2.3. The applicant shall complete an IR(A) skill test, as detailed in the TIP-L, with an examiner qualified according to Part-FCL.**
- 2.2.4. With regard to the demonstration of theoretical knowledge and as detailed in the TIP-L, if the applicant has a minimum experience of at least 50 hours of flight time under Instrument Flight Rules (IFR) as pilot in command on airplanes, he/she shall demonstrate to the examiner before the IR(A) skill test that he/she has acquired an adequate level of the required theoretical knowledge. In other cases, the applicant shall pass a written examination within the 24-calendar-month period preceding the month of application.**
- 2.2.5. An applicant applying for an instrument rating for single-pilot MEP land airplanes shall provide evidence that the requirements for the issuance of an instrument rating for MEP land airplanes as stated in Part-FCL Subpart G are fulfilled. In this case the IR(A) skill test specified under paragraph 2.2.3 above shall be completed in a MEP land airplane. An applicant who has prior instrument training and flight experience on multi-engine airplanes may be credited towards the requirements of Part-FCL Subpart G, as detailed in the TIP-L.**
- 2.2.6. As detailed in the TIP-L, an applicant applying for an instrument rating shall have completed acclimatisation flying in an EU Member State, within a training organisation approved in accordance with Commission Regulation (EU) No 1178/2011, before the IR(A) skill test is administered. The applicant is exempt from this requirement if he/she has prior experience of at least 50 hours of flight time under IFR as pilot in command on airplanes or prior experience of at least 10 hours of flight time under IFR as pilot in command on airplanes in any of the EU Member States or any European State that participates in EASA in accordance with Article 129 of Regulation (EU) No 2018/1139 of the European Parliament and of the Council (OJ L 212, 22.8.2018, p. 1-22).**

- 2.2.7. An applicant who has obtained an EU Part-FCL instrument rating on the basis of this Annex shall be required to undergo the entire set of theoretical knowledge examinations according to FCL.025 and FCL.615 IR of Part-FCL prior to exercising his/her instrument rating privileges with an EU Part-FCL CPL, MPL or ATPL.**
- 2.2.8. An applicant who has obtained an EU Part-FCL instrument rating on the basis of this Annex shall be required to undergo the entire set of theoretical knowledge examinations according to FCL.025 of Part-FCL before being given the full credit for the IR(A) in the different category of aircraft according FCL.035 of Part-FCL.**
- 2.2.9. An Aviation Authority, upon converting an FAA pilot certificate in accordance with this Annex, shall enter the following statement in item VIII (or XIII) of the EU Part-FCL license: 'PPL(A) / IR(A) issued on the basis of the EU-US Agreement'.**

### **3. FAA Special Conditions**

**To be approved in accordance with 14 CFR Part 61, pursuant to the terms of this Annex, the applicant shall comply with all of the following FAA Special Conditions:**

- 3.1. FAA Special Conditions Applicable to the Issuance of an FAA Pilot Certificate, Airplane Category Single-Engine Land Class Rating and Airplane Category Multi-Engine Land Class Rating on the Basis of an EU Part-FCL License.**
- 3.1.1. The applicant shall be able to read, speak, write and understand the English language. A Part-FCL English language proficiency endorsement of Level 4 or higher shall be accepted as English proficient.**
- 3.1.2. The applicant shall meet the FAA medical certificate requirements to exercise the privileges of an FAA pilot certificate, as prescribed in 14 CFR Part 61.**

**3.1.3. The applicant shall have passed the required knowledge test, as detailed in the TIP-L, within the 24-calendar-months period preceding the month of application.**

**3.1.4. The applicant shall complete a flight review with an FAA certified flight instructor who holds appropriate FAA examining authority, as detailed in the TIP-L.**

**3.1.5. An applicant applying for a multi-engine land rating shall provide evidence that he/she has fulfilled the requirements for the issuance of a multi-engine land rating as stated in 14 CFR Part 61. Training and experience on MEP land airplanes may be credited, as detailed in the TIP-L.**

**3.2. FAA Special Conditions Applicable to the Issuance of an FAA Instrument-Airplane Rating on the Basis of an EU Part-FCL Instrument Rating.**

**3.2.1. The applicant shall be able to read, speak, write and understand the English language. A Part-FCL English language proficiency endorsement of Level 4 or higher shall be accepted as English proficient.**

**3.2.2. The applicant shall meet the FAA medical certificate requirements to exercise the privileges of an FAA pilot certificate, as prescribed in 14 CFR Part 61.**

**3.2.3. As detailed in the TIP-L, an applicant applying for an instrument rating shall have completed acclimatisation flying in the United States, including its territories, with an FAA certified flight instructor, before the instrument proficiency check with an examiner is administered. The applicant is exempt from this requirement if he/she has prior experience of at least 50 hours of flight time under IFR as pilot in command on airplanes or prior experience of at least 10 hours of flight time under IFR as pilot in command on airplanes in the United States, including its territories;**

**3.2.4. The applicant shall complete an instrument proficiency check with an examiner, as detailed in the TIP-L.**

**3.2.5. The applicant shall have passed the required knowledge test, as detailed in the TIP-L, within the 24-calendar-month period preceding the month of application.**

**FLIGHT SIMULATION TRAINING DEVICES**

**1. PURPOSE AND SCOPE**

**1.1. The Parties have assessed each other's standards, rules, practices, and procedures relating to the recurrent evaluation and continuing qualification of Full Flight Simulators (FFS) for airplanes and concluded that they are sufficiently compatible to permit acceptance of each other's approvals and findings. This Annex covers the reciprocal acceptance of findings of compliance and documentation, and the provision of technical assistance regarding recurrent evaluation and qualification of FFS. Nothing in this Annex shall be construed to limit the authority of a Party to act in accordance with Article 15 of the Agreement.**

**1.2. The scope of this Annex covers recurrent evaluation and continuing qualification of level C, CG, D and DG FFS for airplanes that hold a qualification issued by the Federal Aviation Administration (FAA) and by the European Aviation Safety Agency (EASA) or an Aviation Authority, as applicable. This scope may be extended through an amendment to this Annex pursuant to a decision of the Bilateral Oversight Board (BOB) taken in accordance with Article 19.B of the Agreement.**

**1.3. The extension of the scope of this Annex shall take place following the necessary confidence building process conducted by the Technical Agents.**

**1.4. The scope of this Annex does not cover Flight Simulation Training Devices (FSTD) that are located outside the scope of applicability specified in Article 12 of the Agreement.**

**2. DEFINITIONS**

**2.1. For the purposes of this Annex, the following definitions apply, in addition to those definitions found in the Agreement:**

**(a) 'FFS Qualification Level' means the level of compliance based on the technical capability of the FFS as determined by an evaluation of the FFS against the**

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<sup>1</sup> BOB Decision 0011 of 19 November 2020

**established technical evaluation criteria as defined in the applicable requirements. FFS are categorised as level A, B, C, D. Additionally, some EU qualified devices hold qualification level AG, BG, CG, DG under Grandfather Rights.**

- (b) 'Finding' means a verification whether the FSTD is in compliance or non-compliance with the applicable requirements and which shall be recorded as results/discrepancies in the evaluation report compiled by the FAA, EASA, or an Aviation Authority, as applicable.**
  
- (c) 'Flight Simulation Training Device' (FSTD) means:**
  - (i) For the European Union, a training device which is, in the case of airplanes, a full flight simulator (FFS), a flight training device (FTD), a flight and navigation procedures trainer (FNPT), or a basic instrument training device (BITD).**
  
  - (ii) For the United States, a training device which is, in the case of airplanes, a full flight simulator (FFS) or a flight training device (FTD).**
  
- (d) 'Full Flight Simulator' (FFS) means a full-size replica of a specific type or make, model and series of aircraft flight deck/cockpit, including the assemblage of all equipment and computer programmes necessary to represent the aircraft in ground and flight operations, a visual system providing an out-of-the-flight deck/cockpit view, and a force cueing motion system.**
  
- (e) 'FSTD Evaluation' means the measure of the FSTD against the established technical criteria for the respective level leading to a FSTD qualification.**
  
- (f) 'FSTD Operator' identifies the organisation directly responsible to EASA or an Aviation Authority, as applicable, for requesting and maintaining the qualification of a particular FSTD and which has to comply with Part-ORA requirements of Regulation (EU) No 1178/2011.**
  
- (g) 'FSTD Sponsor' identifies the organisation directly responsible to FAA for requesting and maintaining the qualification of a particular FSTD and which has to**

comply with Title 14 of the United States Code of Federal Regulations, part 60 (hereinafter referred to as part 60) requirements.

**(h) 'Grandfather Rights' means:**

**(i) For the United States, the right of an FSTD operator/sponsor to retain the qualified level granted under a previous advisory circular.**

**(ii) For the European Union, the right of an FSTD operator/sponsor to retain the qualified level granted under a previous regulation. It also means the right for an FSTD user to retain the training, testing and checking credits that were gained under that previous regulation.**

**(i) 'Master Qualification Test Guide' (MQTG) is the authority-approved Qualification Test Guide (QTG) that incorporates the results of tests witnessed by the FAA, EASA, or Aviation Authority, as applicable. The MQTG serves as a reference for future evaluations.**

**(j) 'Qualification Test Guide' (QTG) means a document used to demonstrate that performance and handling qualities are within prescribed limits with those of the aircraft and that all applicable requirements have been met.**

**(k) 'Special Conditions' means those requirements that have been found, based on a comparison of the respective regulatory systems related to evaluation and qualification of FFS, not to be common to both systems and which are significant enough to be addressed in this Annex**

### **3. JOINT COORDINATION BODY**

#### **3.1. Composition**

**3.1.1. The joint coordination body called the FSTD Oversight Board (FOB), accountable to the Bilateral Oversight Board, is hereby established under the joint leadership of the**

**EASA Flight Standards Director and the FAA Executive Director of Flight Standards.  
The FOB shall include FSTD experts from each Technical Agent.**

**3.1.2. The joint leadership may invite additional participants to the FOB to facilitate the fulfilment of the objectives of this Annex.**

## **3.2. Mandate**

**3.2.1. The FOB shall meet at least once a year to ensure the effective functioning and implementation of this Annex. The FOB functions include:**

- (a) developing, approving, and revising the Technical Implementation Procedures - Simulator (TIP-S) for FFS evaluation and qualification, including cooperation, assistance, exchange of information, and continued confidence activities to be used for the processes covered by this Annex;**
- (b) sharing information on relevant safety issues and developing action plans to address them;**
- (c) ensuring the consistent application of this Annex;**
- (d) exchanging information on planned and ongoing rulemaking activities that could affect the basis and the scope of the Annex;**
- (e) sharing information on significant changes to the Parties' FSTD qualification systems that could affect the basis and the scope of the Annex;**
- (f) resolving technical issues falling within the responsibilities of the Technical Agents and Aviation Authorities that cannot be solved at lower level; and**
- (g) proposing to the BOB amendments to this Annex.**



**3.2.2. The FOB shall report unresolved issues to the BOB and ensure the implementation of decisions adopted by the BOB regarding this Annex.**

#### **4. IMPLEMENTATION**

**4.1. The Technical Agents shall, for monitoring purposes, establish and maintain a Master List of FFSs whose qualification falls within the scope of this Annex. The procedures to establish and maintain this Master List shall be detailed in the TIP-S.**

#### **4.2. FAA Continuing Qualification**

**4.2.1. The Parties agree that an FFS that:**

**(a) holds a current qualification in accordance with the applicable EU qualification basis, and**

**(b) complies with the conditions set forth in this Annex, including the FAA Special Conditions set forth in Appendix 1, notwithstanding part 60 Simulator Quality Management System requirements applicable to the FFS certificate holder,**

**shall be considered to meet the technical requirements for an FAA continuing qualification upon receipt, review and acceptance of the evaluation and special conditions reports issued by EASA or by an Aviation Authority, as applicable.**

**4.2.2. The competent Aviation Authorities shall carry out the actions defined in Appendix 2 of this Annex when acting on behalf of the FAA for the recurrent evaluation of each FFS covered under this Annex.**

#### **4.3. EASA Continuing Qualification**

**4.3.1. The Parties agree that an FFS that:**

**(a) holds a current qualification by the FAA in accordance with the applicable U.S. qualification basis, and**

**(b) complies with the conditions set forth in this Annex, including the EU Special Conditions set forth in Appendix 1, notwithstanding Part-ORA requirements applicable to the FSTD certificate holder,**

**shall be considered to meet the technical requirements for an EASA continuing qualification upon receipt, review and acceptance of the evaluation and special conditions reports issued by the FAA.**

#### **4.4. Mutual Acceptance of Evaluation Reports**

**4.4.1. Subject to the terms of this Annex, the Parties agree that the Technical Agents and the Aviation Authorities, as appropriate, shall provide to the Technical Agent of the other Party, FFS recurrent evaluation and special conditions reports. These reports shall include findings of compliance with the respective EU and U.S. requirements as the basis for issuance or continued validity of their respective FFS qualifications, as applicable.**

#### **4.5. Follow-up on Evaluation Report Findings**

**4.5.1. The FSTD operator/sponsor shall resolve findings with the Technical Agent or the Aviation Authority that conducted the evaluation unless otherwise instructed by the relevant Technical Agent for the cases defined in the TIP-S. In such cases, when an on-site visit is necessary to assess the closure of the finding, this on-site visit shall be conducted, as resources permit, by the Technical Agent or, where applicable, an Aviation Authority that conducted the evaluation.**

**4.5.2. When circumstances arise outside the scope of recurrent evaluations, each Party's Technical Agent, or where applicable an Aviation Authority, shall provide, as necessary, upon request and after mutual agreement, technical assistance in FFS evaluations to the other Party's Technical Agent, or where applicable to an Aviation Authority. The Technical Agents or an Aviation Authority may decline to provide such**

**technical assistance due to lack of resource availability. Such areas of assistance may include, but are not limited to:**

- a) conducting and reporting on investigations upon request;**
- b) obtaining and providing data where requested; and**
- c) conducting a special evaluation of an FFS in the event of a relocation or a modification to the device.**

**4.5.3. In accordance with Article 15.B of the Agreement, the Technical Agents may conduct independent evaluations of devices in the event of specific safety concerns.**

**4.5.4. Revisions by either Party to its organisational structure, laws, regulations, procedures, policy, or standards, including those of the Technical Agents and Aviation Authorities, may affect the basis on which this Annex is executed. The Parties, through the Technical Agents and Aviation Authorities, as appropriate, shall advise one another of plans for such changes at the earliest possible opportunity, and discuss the extent to which such planned changes affect the basis of this Annex. If consultations pursuant to Article 15.C of the Agreement result in an agreement to amend this Annex, the Parties shall seek to ensure that such an amendment enters into force at the same time as, or as soon as possible thereafter, the entry into force or implementation of the change that prompted such amendment.**

## **5. COMMUNICATION AND COOPERATION**

**5.1. The Technical Agents shall exchange and maintain a list of contact points for the various technical aspects of this Annex.**

**5.2. All communications, including technical documentation, between the Technical Agents, and where applicable the Aviation Authorities, shall be in the English language.**

**5.3. The format for all dates used in communications shall be DD MMM YYYY, e.g., '05 MAY 2014'.**

**5.4. The Technical Agents and the Aviation Authorities shall inform each other of exemptions and derogations granted to FFSs falling within the scope of this Annex.**

#### **5.5. Evaluation Instructions**

**The Technical Agents and the Aviation Authorities shall submit for review any special instructions or requests to be completed during an evaluation at least 30 calendar days prior to the evaluation.**

### **6. QUALIFICATION REQUIREMENTS FOR THE ACCEPTANCE OF FINDINGS OF COMPLIANCE**

#### **6.1. Basic Requirements**

**6.1.1. Each Technical Agent and Aviation Authority, as applicable, shall demonstrate to the other Technical Agent the effectiveness of its respective system for the regulatory oversight of FSTD. In order to carry out evaluations of FFSs on each other's behalf, the Technical Agents and the Aviation Authorities, as applicable, shall demonstrate effective and adequate:**

- a) legal and regulatory structure;**
- b) organisational structure;**
- c) resources, including sufficient qualified staff;**
- d) training programme for their technical staff;**
- e) internal policies, processes and procedures including a quality system;**

- f) documentation and records;**
- g) oversight programme; and**
- h) authority on regulated entities and devices.**

## **6.2. Initial Confidence**

**6.2.1. Each Technical Agent has demonstrated to the other Technical Agent the effectiveness of its respective system for the regulatory oversight of activities covered under this Annex through initial confidence building activities. The Technical Agents have also demonstrated to each other the effectiveness of their quality audits and standardisation activities, including audits of Aviation Authorities, as referred to in paragraph 6.3.1.**

**The EU Technical Agent shall, before an Aviation Authority starts carrying out evaluations of FFS on behalf of the U.S. Technical Agent, conduct an assessment of that Aviation Authority in accordance with the provisions of the TIP-S.**

## **6.3. Continued Confidence**

**6.3.1. The Technical Agents and the Aviation Authorities shall continue to demonstrate effective oversight, as detailed in paragraph 6.1.1 in accordance with the relevant provisions of the TIP-S developed and approved by the FOB.**

**(a) In particular, Technical Agents and, as applicable, Aviation Authorities shall:**

- (i) have the right to participate as observer: for EASA, to FAA quality audits and standardisation meetings; for the FAA, to EASA standardisation activities;**
- (ii) ensure that FSTD operators/sponsors provide access to both Technical Agents for audits, evaluations and inspections, as applicable;**

- (iii) make available the reports from audits, standardisation and mutual inspections applicable to this Annex;**
  - (iv) share relevant safety information and known limitations that may affect an Aviation Authority or Technical Agent's capability to fully meet applicable international safety standards or any safety requirements established under the Agreement;**
  - (v) make the appropriate personnel available to participate in audits and inspections applicable to this Annex;**
  - (vi) make available FSTD operators'/sponsors' records, including evaluation reports and Special Conditions reports;**
  - (vii) provide interpretive assistance at the Aviation Authorities' office during the review of FFS records and documentation that are recorded in its national language, where necessary; and**
  - (viii) assist each other in the closure of any findings from mutual inspections.**
- (b) The EU Technical Agent shall conduct supplemental standardisation audits to ensure the Aviation Authority's compliance with the terms of the Annex and, in particular, the FAA Special Conditions that are applicable to EU-based FFS, as specified in the TIP-S.**
- (c) The Technical Agents shall notify each other at the earliest opportunity in the event that a Technical Agent or an Aviation Authority is not able to meet a requirement in paragraph 6.3.1. If either Technical Agent believes that technical competency is no longer adequate, the Technical Agents shall consult and propose an action plan, including any necessary corrective activities, in order to address deficiencies.**

**(d) In the event that a Technical Agent or an Aviation Authority does not correct deficiencies within the timeframe specified in the action plan, either Technical Agent may refer the matter to the FOB.**

**(e) When a Party intends to suspend acceptance of findings or qualifications made by a Technical Agent or Aviation Authority within the scope of this Annex, the Party shall promptly notify the other Party in accordance with Article 18.A of the Agreement.**

## **7. INVESTIGATION AND ENFORCEMENT ACTION**

**7.1. The Parties retain the right to take enforcement actions against the operators/sponsors of FSTDs that have FAA or EASA approvals**

**7.2. In accordance with the provisions of Article 8 of the Agreement, each Party, through its Technical Agent and, where applicable, the Aviation Authorities, shall notify the other promptly of any investigation and subsequent closure actions for non-compliance within the scope of this Annex, when the non-compliance could result in a penalty, revocation, suspension or downgrade of the FFS qualification.**

**7.3. In the event of a revocation or suspension of an FFS qualification, the Technical Agent and, where applicable, an Aviation Authority shall notify the other Technical Agent of the revocation or suspension.**

**7.4. The above notifications shall be sent to the other Party's appropriate contact point.**

## **8. TRANSFER PROVISIONS**

**8.1.1. Recurrent evaluations for FFS whose qualifications were issued by the FAA under the provisions defined in the U.S. - UK Simulator Implementation Procedures (SIP) shall continue to be conducted until the transition of evaluation activities as defined in paragraph 8.2 has been completed. (The U.S. – UK SIP, which was agreed on**

**December 20, 1995, was revised on October 6, 2005. It was concluded pursuant to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Promotion of Aviation Safety, signed at London on December 12, 1995.)**

**8.1.2. The Parties agree that the transfer of the FFS evaluations under this Annex shall be accomplished in accordance with the following transfer provisions:**

- (a) An Aviation Authority and the Technical Agents shall complete training of sufficient personnel regarding procedures relating to the Agreement, this Annex, and the EU and U.S. Special Conditions, as applicable, prior to the transfer.**
- (b) Once a sufficient number of staff has completed the training, the Technical Agents shall transfer evaluation activities of qualified FFS to the Technical Agents or the Aviation Authorities, as applicable.**
- (c) The transfers shall take place within 18 months of the date of the entry into force of this Annex.**
- (d) The Technical Agents and the Aviation Authorities shall agree on a procedural plan and time schedule for**
  - (i) synchronising recurrent evaluations, and**
  - (ii) conducting all evaluations in accordance with this Annex.**

## **9. FEES**

**9.1. Fees shall be applied in accordance with Article 14 of the Agreement and in accordance with applicable regulatory requirements.**



## **SPECIAL CONDITIONS**

### **1. EU SPECIAL CONDITIONS APPLICABLE TO U.S.-BASED FULL FLIGHT SIMULATORS (FFS) IN THE AIRPLANE AIRCRAFT CATEGORY**

**1.1. The special conditions referred to in paragraph 4.3.1, as detailed in the TIP-S, are the following:**

- (a) The FSTD sponsor shall provide to the FAA the following:**
  - (i) recurrent evaluation dossier;**
  - (ii) annual fly-out records;**
  - (iii) simulator safety features check records (ORA.FSTD.115 (b) Installations of Regulation (EU) 1178/2011); and**
  - (iv) changes to the published EASA FSTD datasheet.**
- (b) The instructor operating station manual shall include operating instructions with EU standards.**
- (c) Instructor operating station settings and indications shall conform to the International System of Units (SI).**
- (d) At least one declared qualification European airport/airfield model featuring proper modelling and navigation/communication facilities shall be evaluated.**
- (e) Category I, II, or III (as applicable) instrument approaches and low visibility take-off operations shall be demonstrated at a European airport and with corresponding settings selectable from the instructor operating station.**
- (f) The FFS shall reflect the European configuration of the simulated airplane.**
- (g) A continuous, uninterrupted flight phase shall be conducted during the evaluation.**
- (h) All engine fits listed in the EASA FFS qualification certificate shall be evaluated**
- (i) When several EASA FFS qualification certificates are issued for several avionics configuration of a single FFS, each configuration – with each engine fit if applicable – shall be evaluated during each evaluation.**

- (j) FFS-specific objective, functional and subjective tests as per applicable European requirements that are not covered by the applicable FAA FFS standard level of qualification shall be performed.**

## **2. FAA SPECIAL CONDITIONS APPLICABLE TO EU BASED APPROVED FULL FLIGHT SIMULATORS (FFS) IN THE AIRPLANE AIRCRAFT CATEGORY**

**2.1. The special conditions referred to in paragraph 4.2.1, as detailed in the TIP-S, are the following:**

**(a) The FSTD operator shall:**

- (i) provide to the Aviation Authority or EASA, as applicable, evidence that FAA FSTD directives have been incorporated into the MQTG, and**

- (ii) identify any changes to the published FAA FFS configuration list.**

**(b) The instructor operating station manual shall include operating instructions with U.S. standards.**

**(c) Instructor operating station settings and indications shall conform to the U.S. units of measurement.**

**(d) At least one declared qualification U.S. airport/airfield model featuring proper modelling and navigation/communication facilities shall be evaluated.**

**(e) Category I, II, or III (as applicable) instrument approaches shall be demonstrated at a U.S. airport and with corresponding settings selectable from the instructor operating station.**

**(f) The FFS shall reflect the U.S. configuration of the simulated airplane.**

- (g) All configurations listed in the FAA FFS qualification certificate shall be evaluated during each evaluation.**
- (h) A circling approach to a U.S. airport at the maximum demonstrated landing weight shall be conducted.**
- (i) FFS-specific objective, functional, and subjective tests as per applicable U.S. requirements that are not covered by the applicable European FFS standard level of qualification shall be performed.**

## **AVIATION AUTHORITY ACTIONS**

**The competent Aviation Authority acting on behalf of the FAA shall carry out the following actions for the recurrent evaluations of each FFS covered under this Annex, as detailed in the TIP-S:**

- 1. Schedule the recurrent evaluation and provide the scheduled date for the evaluation to the FAA.**
- 2. Perform evaluation preparation. The evaluating Aviation Authority inspector(s) shall:**
  - (a) identify the special conditions;**
  - (b) obtain the appropriate forms and checklists; and**
  - (c) identify any modifications that have occurred between recurrent evaluations.**
- 3. Perform the evaluation, taking the special conditions and the relevant TIP-S provisions into account.**
- 4. Perform post evaluation activities to include:**
  - (a) Transmitting the following information/documents to the FAA within five working days following completion of the evaluation:**
    - (i) evaluation report;**
    - (ii) FFS configuration list; and**
    - (iii) special Conditions report.**
  - (b) Performing the on-site visit referred to in paragraph 4.5.1. of this Annex.**

