



**WORKING ARRANGEMENT  
ON CONTINUOUS MONITORING ACTIVITIES  
BETWEEN  
THE EUROPEAN AVIATION SAFETY AGENCY  
AND  
THE INTERNATIONAL CIVIL AVIATION  
ORGANIZATION**

The European Aviation Safety Agency (EASA) and the International Civil Aviation Organization (ICAO) (collectively “the Parties”),

*Having regard to:*

- a) The Convention on International Civil Aviation signed at Chicago on 7 December 1944 (the “Chicago Convention”);
- b) The Treaties on the European Union and on the Functioning of the European Union and in particular the Articles 100(2), 218 and 220 thereof;
- c) Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC<sup>1</sup> and in particular its Article 27;
- d) Regulation (EC) No 628/2013 of 28 June 2013 on the working methods of the European Aviation Safety Agency for conducting Standardisation Inspections<sup>2</sup>;
- e) The Agreement on the European Economic Area signed on 2 May 1992;
- f) The Agreement between the Swiss Confederation and the European Community on Air Transport signed on 21 June 1999 and Decision 1/2013 of 2 December 2013 of the Joint European Union/Switzerland Air Transport Committee set up under the Agreement between the European Community and the Swiss Confederation on Air Transport;
- g) The Working Arrangement between EASA and the Civil Aviation Authority of Monaco signed on 28 May 2009;
- h) The Working Arrangements between EASA and the Civil Aviation Authorities of Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Georgia, Moldova, Montenegro, San Marino, the Former Yugoslav Republic of Macedonia and Turkey signed on 7 July 2011;
- i) The Working Arrangement between EASA and the Civil Aviation Authority of Serbia signed on 3 August 2009;
- j) The Working Arrangement between EASA and the Civil Aviation Authority of Ukraine signed on 9 December 2009;
- k) ICAO Assembly Resolution A32-11, which established the ICAO Universal Safety Oversight Audit Programme (USOAP), providing for regular, mandatory, systematic and harmonized safety audits of all Contracting States to be carried out by ICAO;

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<sup>1</sup> As amended by Commission Regulation (EC) No 690/2009 of 30 July 2009 L 199 6 31.7.2009, by Regulation (EC) No 1108/2009 of the European Parliament and of the Council of 21 October 2009 and Commission Regulation (EU) No 6/2013 of 8 January 2013.

<sup>2</sup> Commission Implementing Regulation (EU) No 628/2013 of 28 June 2013 on working methods of the European Safety Agency for conducting standardisation inspections and for monitoring the application of the rules of Regulation (EC) No 216/2008 of the European Parliament and of the Council and repealing Commission Regulation (EC) No 736/2006, OJ L 179, 29.06.2013.

- l) ICAO Assembly Resolution A37-5, which *inter alia* recognizes the safety enhancement contributions resulting from audits conducted by international and regional organizations, including EASA and the European Commission;
- m) The Memorandum of Cooperation between the European Union (EU) and ICAO providing a framework for enhanced cooperation (the “MoC”), which entered into force on 28 March 2012, and in particular Annex I to the MoC on Aviation Safety;
- n) ICAO Document 9735 – “The Universal Safety Oversight Audit Programme Continuous Monitoring Manual”, published in August 2011, as amended, and specifically the generic Memorandum of Understanding attached to the document in Appendix B; and
- o) The Memorandum of Understanding signed between European States signatories of the Chicago Convention and the International Civil Aviation Organization (ICAO) regarding the Universal Safety Oversight Audit Programme Continuous Monitoring Approach.

*Whereas:*

- a) ICAO Assembly Resolution A37-5 directed the Secretary General of ICAO to evolve the USOAP to a continuous monitoring approach (CMA) from 1 January 2011 and to make all safety oversight-related information generated by the CMA available to all Contracting States through the ICAO restricted website;
- b) Assembly Resolution A37-5 also directed the Secretary General to continue to foster coordination and cooperation between USOAP and audit programmes of other organizations related to aviation safety for the sharing of confidential safety information in order to reduce the burden on States caused by repetitive audits or inspections and to reduce the duplication of monitoring activities;
- c) The objectives of the EU aviation safety systems are laid down in Article 2 of Regulation (EC) No 216/2008 and include as principal objective to establish and maintain a high uniform level of civil aviation safety in Europe and as one of the additional objectives to promote cost-efficiency in the regulatory and certification processes;
- d) Regulation (EC) No 216/2008 mandates EASA to assist the European Commission in monitoring the applicable regulations by performing Standardisation Inspections in the fields covered by this Regulation and its implementing rules;
- e) Regulation (EC) No 216/2008 empowers EASA to assist Member States in respecting their international obligations, and thus to conclude working arrangements with international organizations competent in matters covered by this Regulation to establish the necessary cooperation;
- f) The MoC recalls the desire to establish mutual cooperation between the Parties in the conduct of continuous monitoring activities, standardisation inspections and related matters to ensure a better use of limited resources and avoid duplication of efforts, while preserving the integrity of the Parties’ particular programmes; and
- g) Cooperation between the Parties will take into account the division of competences and tasks between the European Commission, the EU Member States and EASA, as set out in Regulation (EC) No 216/2008.

*Make the following arrangement:*

## 1. DEFINITIONS

For the purpose of this Arrangement:

**Continuous Monitoring Activities** means the safety-related activities that may be conducted by EASA in the framework of its standardisation inspections or by ICAO through the USOAP, including ICAO Coordinated Validation Missions (ICVMs), continuous monitoring approach (CMA) audits, safety audits and activities carried out through the online framework.

**Continuous Monitoring Coordinator (CMC)** means the individual designated by EASA who is responsible for maintaining and updating the information to be provided by EASA to ICAO's Safety and Air Navigation Oversight Audit (OAS) Section on an ongoing basis for the purpose of ICAO's external audit of EASA (the CMC fulfils a role similar to that of the National Continuous Monitoring Coordinator (NCCM), as described in the USOAP Continuous Monitoring Manual).

**Continuous Monitoring Activities Coordinator** means the individual designated by ICAO and the individual designated by EASA, who are responsible for the day-to-day operational coordination between the respective continuous monitoring activities of EASA and ICAO, with special regard to the activities defined in Paragraph 5 and Paragraph 8, and the related flow of information.

**Standardisation Inspection** means any inspection or other activity carried out by EASA, in accordance with the working methods laid down in Regulation (EU) No 628/2013 or in accordance with the working arrangements signed between EASA and the States subject to Standardisation Inspections for the purpose of monitoring the application of Regulation (EC) No 216/2008 and of its implementing rules by the competent aviation authorities.

**Participating States** means States party to the Chicago Convention, being also members of the EU, or States having entered into agreements with the EU whereby they adopted and apply EU law in the fields of aviation safety or States having concluded working arrangements with EASA for the conduct of Standardisation Inspections, provided these States have formally given their consent to EASA to provide information to ICAO.

## 2. OBJECTIVE AND SCOPE

2.1 The scope of this Working Arrangement is threefold; it covers:

- a) practical aspects of the ICAO external audit of EASA under the USOAP;
- b) the interaction and coordination between ICAO and EASA regarding CMA; and
- c) other cooperation activities between EASA and ICAO.

2.2 This Working Arrangement is without prejudice to activities which are the responsibility of the European Commission. These are subject to a separate Working Arrangement.

14

2.3 The objective of this Working Arrangement is to establish mutually agreed mechanisms and procedures for the implementation of cooperation activities between the Parties as they relate to CMA, specifically in the following areas:

- a) establishing regular dialogue to discuss safety matters of mutual interest and to coordinate activities;
- b) exchanging relevant safety information and data in accordance with the provisions of Paragraph 5;
- c) conducting USOAP continuous monitoring of relevant EASA tasks and functions in its areas of competence as defined in Paragraph 6;
- d) participating in safety activities as defined in Paragraph 7;
- e) coordinating USOAP activities and EASA Standardisation Inspections; and
- f) providing technical experts for ICAO USOAP activities.

### **3. ESTABLISHING FOCAL POINTS**

3.1 Each party will designate a representative to act as focal point for matters relating to the application of this Working Arrangement.

### **4. CONDUCTING DIALOGUE**

4.1 Dialogue between the Parties relating to continuous monitoring activities will be organised on a regular basis. The dialogue is primarily conducted through teleconferences, though face-to-face meetings may be called when items of particular interest are to be discussed or when circumstances permit.

4.2 Either focal points may call a teleconference or meeting at any time. A request for a teleconference or meeting will be sent in writing (preferably by email) to the other focal points, and will indicate the date and time of the proposed teleconference or meeting, together with the agenda and location, if applicable.

4.3 The focal point who calls for a teleconference will be responsible for the preparation and distribution of minutes to the other Party.

### **5. EXCHANGING INFORMATION AND DATA**

5.1 ICAO will transmit to EASA the annual schedule of USOAP CMA activities and any amendments thereto as they become available.

5.2 EASA will transmit to ICAO the annual schedule of its Standardisation Inspections and any amendments thereto as they become available.

5.3 ICAO will grant EASA access to the final reports of the USOAP CMA activities as they are published, as well as to subsequent updates on corrective action plans submitted, progress reports received and responses to Mandatory Information Requests (MIRs); the information contained therein will be taken into account for the planning, the preparation and the conduct of EASA Standardisation Inspections.

5.4 ICAO will grant EASA access to the State Aviation Activity Questionnaires (SAAQs), the Electronic Filing of Differences (EFOD), Compliance Checklists (CCs) and answers to Protocol Questions (PQs), and implement the necessary technical adjustments to the software in order to allow EASA, in coordination with the European Commission, to download the applicable databases for the purpose of pre-filling them with relevant data that will be sent to the Participating State concerned for validation and subsequent filling in the ICAO database.

5.5 EASA will grant ICAO access to final Standardisation Inspection reports and statements of closure as they are published, and, subject to the agreement of the Participating States concerned, to subsequent corrective action plans, follow-up reports and supplementary reports, as applicable; the information contained therein will be taken into account for the planning, preparation and conduct of ICAO USOAP activities.

5.6 The Parties will provide access to each other's safety data in accordance with rules agreed by both Parties. Each Party will take all reasonable precautions necessary to protect the confidentiality of information received in accordance with Paragraph 10.

5.7 The Parties, through their respective focal points, will provide each other with free-of-charge access to their official documents and publications within the scope of this Working Arrangement. This will not imply a right to use those documents and publications for commercial purposes or for any further distribution.

## **6. USOAP CONTINUOUS MONITORING OF EASA**

6.1 EASA will designate a Continuous Monitoring Coordinator (CMC) who will perform the functions of the National Continuous Monitoring Coordinator as described in the USOAP Continuous Monitoring Manual for all USOAP activities related to the continuous monitoring of EASA.

6.2 As outlined in the USOAP Continuous Monitoring Manual, the CMC will be responsible for submitting and maintaining up-to-date all relevant information on behalf of EASA, including applicable portions of the State Aviation Activity Questionnaires (SAAQs) and information required by the Electronic Filing of Differences database (EFOD) in coordination with EU Member States and the European Commission.

6.3 The scope of continuous monitoring activities carried out by ICAO related to EASA will be determined following an analysis of information provided the Parties' respective CMCs. These activities will, *inter alia*, cover all applicable USOAP CMA protocols.

6.4 USOAP CMA activities relating to EASA will be carried out in accordance with the USOAP Continuous Monitoring Manual, as amended, and particularly in accordance with the specific procedures and guidelines contained in the generic Memorandum of Understanding attached as Appendix B to the USOAP Continuous Monitoring Manual.

6.5 All reports stemming from USOAP CMA activities related to EASA will be transmitted to EASA and copied to the European Commission.

6.6 A reference to the results of ICAO's audit of EASA will be inserted into each individual USOAP CMA activity reports of the EU Member States and of Participating States when applicable.

6.7 ICAO will grant the EU Member States and States participating in EASA in accordance with Article 66 of Regulation (EC) No 216/2008, access to the results of USOAP CMA activities related to EASA.

## **7. PARTICIPATING IN SAFETY ACTIVITIES**

7.1 Each Party will regularly provide the other with a schedule of safety-related activities and meetings within the scope of this Working Arrangement. Either Party that is interested in attending a meeting or activity has an open invitation to attend as an observer, subject to established rules and procedures.

7.2 In the case of an ICAO CMA activity or EASA Standardisation Inspection taking place in a Participating State, that State will be notified at least one month in advance of the participation of a representative of either Party as an observer.

7.3 If either Party is interested in attending a meeting or activity hosted by the other Party, it will provide the focal point of the hosting Party with written notice of their interest at least one month in advance of the activity or meeting. Any fees associated with such participation will be waived.

7.4 The precise modalities for attending any particular meeting or activity will be coordinated between the focal points of the Parties, as necessary.

## **8. COORDINATION OF CONTINUOUS MONITORING ACTIVITIES**

8.1 In order to avoid redundancy and reduce the burden on States of repetitive activities, the Parties agree to coordinate CMA activities and Standardisation Inspections and integrate them progressively to the extent possible.

8.2 ICAO USOAP CMA activities in the Participating States will rely, to the extent possible, on EASA Standardisation Inspections.

8.3 Various levels of integration are considered:

- a) EASA is informed of the findings identified in the course of ICAO USOAP CMA activities; reciprocally, ICAO is informed of the findings identified in the course of EASA Standardisation Inspections;
- b) EASA takes part in ICAO CMA auditing and data collection activities, and, reciprocally, ICAO takes part in EASA Standardisation Inspections;
- c) In the course of its Standardisation Inspections, EASA, as recognised by ICAO, collects evidence of progress on corrective action plans proposed to ICAO and satisfactory closure of ICAO findings and reports to the Safety and Air Navigation Oversight Audit (OAS) Section of the ICAO Secretariat accordingly, unless the affected State has notified EASA otherwise; and
- d) In the course of its Standardisation Inspections, EASA carries out, as recognised by ICAO, an assessment of compliance with ICAO provisions and reports to the OAS Section of the ICAO Secretariat accordingly, unless the affected State has notified EASA otherwise.

8.4 The mechanism and procedure for conducting a joint continuous monitoring activity will be coordinated between the Continuous Monitoring Activities Coordinators of the Parties on a case-by-case basis.

8.5 The conduct of joint activities will not prejudice the universality and integrity of ICAO's USOAP nor the technical independence and integrity of EASA Standardisation Inspections, nor will they in any way interfere with the general technical independence of both entities' responsibilities, activities and decisions.

## **9. PROVISION OF EXPERTS**

9.1 ICAO may seek the assistance of EASA through the participation of experts as ICAO CMA activity team members; EASA will assess such requests on a case-by-case basis.

9.2 Those EASA staff members identified by EASA to participate in an ICAO CMA activity will have expertise in their aviation subject and in safety management systems as well as a good command of the English language.

9.3 Prior to participating in a USOAP CMA activity, experts identified by EASA will receive training from ICAO. ICAO will arrange the necessary training free-of-charge and in a manner agreed to by the Parties. However, notwithstanding the provisions of Paragraph 7.3, salaries and additional expenses such as hotel accommodation and travel expenses, relating to participation by EASA in such training will not be borne by ICAO.

9.4 All experts identified to participate as ICAO team members form an integral part of the ICAO team and will keep the information gathered during, or otherwise related to, the mission as strictly confidential, in accordance with ICAO regulations.

9.5 Without prejudice to other privileges and immunities applicable to ICAO as a Specialized Agency of the United Nations, and its personnel, ICAO will ensure that EASA staff members participating in ICAO audit teams will be granted the same rights and immunity as it grants its own team members as regards their words spoken or written and all acts performed by them in their capacity as ICAO team members.

9.6 All legitimate expenses incurred during the conduct of a USOAP CMA activity by experts identified by EASA will be borne by ICAO, with the exception of salaries.

9.7 For administrative purposes, EASA staff will continue to be subject to the Staff Regulations and Conditions of Employment of other Servants of the European Community. As regards their assignment as team members for ICAO CMA activities referred to in Paragraph 9.1 above, they will complementarily be subject to the authority of the ICAO Secretary General.

## **10. CONFIDENTIALITY**

10.1 Without prejudice to any instrument of law or regulation binding on the Parties:

- a) The Parties will take all reasonable precautions necessary to ensure that confidentiality of the information gathered and/or exchanged under the terms of this Working Arrangement is respected and safeguarded;



- b) In accordance with Article 6.3 of the MoC providing a framework for enhanced cooperation, no proprietary information gathered or exchanged under the terms of this Working Arrangement will be disclosed;
- c) The Parties will, within their respective organizations, restrict access to confidential information received from the other Party in the context of this Working Arrangement to duly authorized personnel only. The related confidentiality protection measures will be commensurate with the level of confidentiality of the information exchanged, which will be clearly identified in the document by the disclosing Party. Such information will not be further disseminated to any unauthorised third party; and
- d) The Parties will endeavour to implement any necessary legal and internal mechanisms to protect the confidentiality of the information exchanged.

## **11. DISPUTE RESOLUTION**

11.1 Either Party may request consultations with the other Party on any matter related to this Working Arrangement. 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.

11.2 The Parties shall make every effort to resolve any differences between them arising from their cooperation under this Working Arrangement at the lowest possible technical level by consultation.

11.3 In the event that any difference is not resolved as provided for in Paragraph 11.2 of this Article, either Party may refer the dispute to the Joint Committee established under Article 7 of the MoC, which shall consult on the matter, in accordance with Article 7 of the MoC, with a view to resolving it by negotiation.

11.4 Nothing in this Working Arrangement shall be deemed as a waiver of any privilege or immunity of the Parties.

## **12. LANGUAGE**

12.1 Correspondence and, whenever possible, documentation relating to this Working Arrangement will be prepared and submitted in English.

## **13. EFFECTIVENESS**

13.1 This Working Arrangement will take effect from the date of signature by the last of the Parties. It may be revised by mutual agreement of the Parties.

13.2 Each Party will keep the other advised of any changes in its competence or status that may impact this Working Arrangement.

13.3 This Working Arrangement will supersede the "Memorandum of Cooperation between EASA and ICAO Regarding Safety Oversight Audit and Related Matters", signed in Montreal on 21 March 2006.

**14. TERMINATION**

14.1 Either Party may terminate this Working Arrangement at any time by giving notice in writing to the other Party. The Arrangement will terminate within a period to be agreed by both parties, which in any case will not exceed 3 (three) months following the date of receipt of the notice by the other Party.

Done in duplicate, in the English language.

**For the International Civil  
Aviation Organization (ICAO)**

**For the European Aviation  
Safety Agency (EASA)**

Raymond Benjamin  
Secretary General

Patrick Ky  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: Montreal  
22 July 2014

Place: 30 JULI 2014