

TCCA-EASA administrative arrangement on maintenance

Administrative arrangement on maintenance

between

Transport Canada, Civil Aviation Directorate (TCCA)

And

The European Aviation Safety Agency (EASA) (referred to as the Parties)

This arrangement for maintenance has been agreed upon between Transport Canada, Civil Aviation Directorate (TCCA) and the European Aviation Safety Agency (EASA) (Hereafter called the Parties).

The Parties will work in accordance with the procedures of this arrangement from the date at which the Parties have signed it, until such time it is revised by mutual agreement of the Parties or replaced by some other Arrangement or terminated by one of the Parties.

I - General

The Parties have agreed that the rules, standards, practices, procedures and system for the approval and monitoring of maintenance and of maintenance organisations are sufficiently equivalent to permit the acceptance of each other's maintenance certification system.

Therefore and without prejudice to the obligation of each Party under its own regulations, the purpose of this arrangement is to:

- 1.1 Avoid the duplication of inspections and evaluations;
- 1.2 Give the same validity to the other Parties inspection and evaluation findings for the approval of maintenance organisations; and,
- 1.3 Give the same validity to the other Parties system for the release of civil aeronautical products to service after maintenance.

II – Definitions

- 2.1 Approved by the authority means the approval, acceptance, authorization, certification or licensing of the organisation, person, civil aeronautical product or document either directly or in accordance with a delegation procedure.
- 2.2 Civil aeronautical product means any civil aircraft, or engine, propeller, or sub assembly, appliance, material, part or component to be installed thereon.
- 2.3 Maintenance means the performance of inspection other than pre-flight inspection, overhaul, repair, preservation, modification and the replacement of parts, materials, appliances, or components of a product to assure the continued airworthiness of that product.

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III Scope

This arrangement applies to:

- 3.1 The acceptance by one Party of the maintenance, performed under the maintenance system of the other Party on civil aeronautical products;
- 3.2 The acceptance by one Party of the evaluation and approval of maintenance organisations, performed by the other Party;
- 3.3 The co-operation and assistance with respect to maintaining the continuing airworthiness of civil aeronautical products;
- 3.4 The exchange of information regarding maintenance standards and maintenance certification systems; and,
- 3.5 The co-operation in providing technical evaluations and assistance.

IV – Maintenance Organisation Approval

- 4.1 Subject to 4.2, each maintenance organisation that agrees to comply with annex 1 and is approved to perform maintenance functions, under the jurisdiction of one Party, will be recognized by the other Party for the performance of the same functions.
- 4.2 Unless otherwise agreed in a particular case between the Parties the recognition of the maintenance organisation is only valid when the organisation is located within the territory or jurisdiction of the Party granting the approval.

V - Maintenance

- 5.1 Maintenance functions on a civil aeronautical product used for any purpose and regulated by one Party, can be performed and certified by a paragraph 4 maintenance organisation approved by the other Party for those same maintenance functions, subject to compliance with paragraph 5.3 when applicable.
- 5.2 In the case of an EU Member State with an existing Canadian Agreement or Technical Arrangement for reciprocal acceptance of airworthiness approvals, maintenance functions on a civil aeronautical product used for any purpose other than commercial air transport and regulated by one Party, can also be performed and certified by any person or organisation approved by the other Party for those same maintenance functions, subject to compliance with paragraph 5.3 when applicable.
- 5.3 In the case of a repair or modification, the Party having jurisdiction over the civil aeronautical product shall have approved the design.
- 5.4 The certification of maintenance functions, in accordance with paragraph 5.1 or 5.2 as applicable, in compliance with the maintenance system of one Party will be accepted by the other Party as equivalent to its own, as follows:
 - (a) Transport Canada section 571.10 of the Canadian Aviation Regulations (CAR) Maintenance Release and an EASA Part 145A.50 Certificate of Release to Service are deemed equivalent.
 - (b) A Transport Canada Form 24-0078 and the EASA Form 1 are deemed equivalent.

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VI - Mutual Co-operation and Technical Assistance

6.1 Information

The Parties shall provide information regarding the maintenance and modifications to be performed under the terms and conditions of this arrangement, and shall develop appropriate publications and circulate these publications through established methods in their respective countries or national aviation authorities to:

- (a) Inform the public of the terms of this arrangement; and
- (b) Outline the regulatory requirements and special requirements necessary for persons to perform work under the terms and conditions of this arrangement.

6.2 Technical Evaluation Assistance

The Parties agree to provide technical evaluation assistance to each other, upon request, to further the purposes and objectives of this arrangement. Such areas of assistance may include, but are not limited to:

- (a) Performing surveillance and providing reports regarding continued compliance with the requirements described in this arrangement by maintenance organisations falling under their territory or jurisdiction;
- (b) Conducting and reporting on investigations; and
- (c) Obtaining and providing data for reports.

6.3 Exchange of Information

The Parties shall provide each other with complete sets of regulations, policies, guidance, practices and interpretations relevant to this arrangement, and shall ensure that such documents are updated in a timely manner. In addition, any proposal to amend such documents shall be provided to the other Party for the opportunity to review and comment prior to the amendment being effected.

6.4 Regulations, Policies and Guidelines

The Parties will make arrangements to involve each other in the process used to establish and amend regulations, policies, guidance, practices and interpretations relevant to this arrangement, including the expanding of the scope of this arrangement. Such expansion could relate to all aspects of maintenance and maintenance personnel.

6.5 Urgent or Unusual Situations

Where urgent or unusual situations develop which are within the scope of this arrangement but not specifically addressed, the Parties will review and consult each other, and upon mutual consent, take appropriate action, including amendment to this arrangement where required.

6.6 Audits and Inspections

The Parties shall by mutual co-operation, allow each other:

- (a) To participate in each other's inspections and audits on a sample basis, and,

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- (b) To conduct independent inspections at each other's maintenance facilities to investigate safety issues.

6.7 Notification of Unsatisfactory Compliance

Each Party shall:

- (a) Notify the other Party of unsatisfactory compliance with any regulation or any term or condition set forth in this arrangement that impairs the ability of an organisation approved to perform maintenance under the terms of this arrangement.
- (b) Promptly advise the other Party of any investigation or enforcement action, including revocation, suspension or change of scope in respect of mutually recognized maintenance organisations.

VII Accountability

- 7.1 Transport Canada Director of Aircraft Maintenance and Manufacturing and the EASA Certification Director will be in charge of the administration and implementation of the provisions of this arrangement.
- 7.2 The Parties will also advise each other of any significant change to their organisation affecting the administration and implementation of the provisions of this arrangement, including the identity of the persons identified in paragraph 7.1.
- 7.3 The Parties will jointly review this arrangement from time to time and may amend it as appropriate by written agreement.

VIII- Interpretation

- 8.1 Any disagreement regarding the interpretation or application of this arrangement shall be resolved by common accord, in the following order, between:
 - (a) The persons in charge of the implementation of this arrangement pursuant to paragraph 7.1;
 - (b) The executive agents (or their successors) who signed this arrangement.

IX - Entry into Force

This arrangement shall enter into force at the date of signature by all concerned Parties of this arrangement.

X - Termination

Either Party may at any time give written notice to the other Party of its decision to terminate this arrangement. This arrangement shall terminate twelve months following the date of receipt of the notice by the other Party, unless the said notice of termination has been withdrawn by mutual agreement before the expiry of this period.

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XI - Authority

Transport Canada and the EASA agree to the provisions of this arrangement as indicated by the signature of their duly authorized representatives or executive agents.

Signed in _____, on _____ 2 February _____ 2004 on behalf of

Transport Canada, Civil Aviation

European Aviation Safety Agency

By Signature

By Signature

M. Preuss

P. Goudou

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ANNEX 1

Recognition Of Maintenance Organisations

The recognition of a paragraph 4 Maintenance Organisation by the other Party will be based upon the following criteria:

- (1) The Party in whose territory or jurisdiction the maintenance organisation is located, except as provided otherwise in paragraph 4.2 of the arrangement, should approve the maintenance organisation.
- (2) The maintenance organisation shall provide a supplement to the organisation's manual/exposition, which addresses at least the following issues:
 - (a) A commitment statement signed by the current CEO or accountable manager that the organisation will comply with the manual/exposition and supplement.
 - (b) The Parties may access the organisation to check for compliance with requirements.
 - (c) In the case of serious non-compliance with the regulations or establish standards and, where the Party having jurisdiction over the Maintenance Organisation cannot satisfy the other Party that it took the appropriate enforcement action, the Maintenance Organisation must accept that it may be subjected to the other Party enforcement action in order to maintain its status with that Party.
 - (d) That the organisation will comply with the customer work order taking particular note of requested airworthiness directives, modifications, repairs and that any parts used were manufactured or maintained by organisations acceptable to the other Party.
 - (e) That the customer has established the appropriate Authority approval of any modifications and repairs.
 - (f) That aircraft release procedures allow release against section 571.10 of the CARs or EASA Part 145A.50 and that engines, propellers parts, appliances, etc are released on Transport Canada Form 24-0078 or EASA Form 1 as appropriate.
 - (g) That any civil aeronautical product under the jurisdiction of the other Party found in an unworthy condition will be reported to the other Party and customer.
- (3) The Maintenance Organisation agrees to pay any nominal fee associated with the extra costs incurred by visiting Party audit teams.