

**MEMORANDUM OF UNDERSTANDING ON
AIRWORTHINESS**

BETWEEN

CIVIL AVIATION SAFETY AUTHORITY - AUSTRALIA

AND

AGÊNCIA NACIONAL DE AVIAÇÃO CIVIL, BRAZIL

FOR PROMOTION OF CIVIL AVIATION SAFETY



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MEMORANDUM OF UNDERSTANDING ON AIRWORTHINESS
BETWEEN
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FOR PROMOTION OF AVIATION SAFETY

The Civil Aviation Safety Authority, Australia (CASA), legally assigned as the Civil Aviation Authority in the Commonwealth of Australia, and the Agência Nacional de Aviação Civil, Brazil (ANAC), legally assigned as the Civil Aviation Authority in the Federative Republic of Brazil, referred in this document, for convenience, as “the Authorities”:

- considering the Annexes to the Convention on International Civil Aviation, as signed at Chicago on 7 December 1944, which have been signed by the Federative Republic of Brazil and the Commonwealth of Australia;
- desiring to promote aviation safety;
- noting common concerns for the safe operation of civil aircraft;
- recognizing the emerging trend toward multinational design, production, and interchange of aeronautical products;
- desiring to enhance cooperation and increase efficiency in matters relating to civil aviation safety;
- considering the possible reduction of the economic burden imposed on the aviation industry by redundant technical inspections, evaluations and testing; and
- recognizing the mutual benefit of improved procedures for the reciprocal acceptance of airworthiness approvals, flight simulator qualification evaluations, aircraft maintenance facilities, certification of maintenance personnel and crewmember and flight operations;

have reached the following understandings:



PARAGRAPH I
TERMS AND DEFINITIONS

The following definitions for terms are used in this Memorandum:

1. "Aeronautical product" means any civil aircraft, aircraft engine, propeller or appliance to be installed thereon, new or used.
2. "Airworthiness approval" means the airworthiness certification, approval, or acceptance, as appropriate, by or on behalf of an authority for a particular aeronautical product to permit operation or use of the product under the laws, regulations, standards and requirements of the issuing authority.
3. "Airworthiness requirements" means all requirements governing the design, performance, materials, workmanship, manufacture or change of aeronautical products, as prescribed by the Importing Authority to enable it to find that the design, manufacture and condition of these aeronautical products comply with the laws, regulations, standards and requirements of the importing State concerning airworthiness.
4. "Alterations and/or modifications" means making a change to the design, construction, configuration, performance or operating limitations of the affected aeronautical product.
5. "Appliance" means any instrument, equipment, mechanism, component, part, apparatus, appurtenance or accessory, including communications and avionics equipment, that is used or intended to be used in operating or controlling an aircraft in flight and is installed in or attached to the aircraft.
6. "Approval of flight operations" means the acceptance of an entity providing commercial air transportation of passengers or cargo by means of technical inspections and evaluations conducted by an Authority, using requirements jointly determined between the Authorities, or a finding that it complies with those requirements.
7. "Crew member" means a person assigned to perform duty in an aircraft during flight time.



8. "Design" means the description of all characteristics of an aeronautical product, including its design, manufacture, airworthiness limitations and instructions for continued airworthiness, which determine its airworthiness characteristics. When the design is referred only to aircraft, aircraft engine or propeller, the term "Type Design" is used in place of "Design".
9. "Design approval" means the certification, approval or acceptance of the design of an aeronautical product, by or on behalf of an Authority. When the design approval is referred only to aircraft, aircraft engine or propeller, the term "Type design approval" is used in place of "Design approval".
10. "Exporting Authority" means the Authority of the State exporting a type design, a modification thereof, or an aeronautical product under the provisions of this Memorandum.
11. "Flight simulator evaluation and qualification" means the process by which a flight simulator is assessed by comparison to the aircraft it simulates, in accordance with requirements jointly determined between the Authorities, or the finding that it complies with those requirements.
12. "Importing Authority" means the Authority of the State importing a type design, a modification thereof, or an aeronautical product under the provisions of this Memorandum.
13. "Maintenance" means actions taken to ensure the airworthiness of an aeronautical product.
14. "Monitoring" means the periodic surveillance performed by an Authority to determine continuing compliance with appropriate requirements.

PARAGRAPH II

PURPOSE OF THIS MEMORANDUM

The Authorities have decided:

1. To facilitate acceptance by each Authority of the other Authority's airworthiness approvals of aeronautical products for which the



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Exporting Authority is the authority of the organization responsible for the type design;

2. To facilitate acceptance by each Authority of the other Authority's approvals and monitoring of:
 - a) Maintenance facilities and alteration and/or modification facilities;
 - b) Maintenance personnel; and
 - c) Flight Simulator evaluation and qualification.
3. To provide for cooperation in sustaining an equivalent level of safety objectives with respect to aviation safety;
4. To provide for cooperation and assistance on continuing airworthiness of in-service aeronautical products;
5. To provide for cooperation, assistance and exchange of information regarding safety law, regulations, standards requirements and certification systems; and
6. To provide for cooperation in providing technical evaluations and assistance.

PARAGRAPH III

TECHNICAL ASSESSMENT AND COOPERATION

1. The Authorities will conduct technical assessments and work cooperatively to develop an understanding of each other's laws, regulations, standards, requirements and systems in areas including, but not restricted to:
 - a) Airworthiness approvals of aeronautical products;
 - b) Approval and monitoring of maintenance facilities and maintenance personnel and crew members; and
 - c) Any other matters jointly determined and agreed by the Authorities.
2. When the Authorities decide that it is acceptable to permit the reciprocal recognition of findings of compliance made by one Authority for the other Authority to the jointly determined requirements, the Authorities will execute written Implementation Procedures describing the methods by which such reciprocal acceptance will be made with respect to that technical specialty.
3. The Implementation Procedure will include at a minimum, as appropriate:
 - a) Definitions;
 - b) A description of the scope of the particular area of civil aviation to be addressed;



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- c) Provisions for the reciprocal acceptance of the actions of each Authority; such as test witnessing, inspections, qualifications, approvals, and certifications, by the other Authority;
- d) Accountabilities;
- e) Provisions for mutual cooperation and technical assistance;
- f) Provisions for periodic evaluations of the working relationship between the Authorities; and
- g) Signature on behalf of both Authorities by the person responsible for the scope of the particular area of civil aviation to be addressed by the Implementation Procedure.

PARAGRAPH IV EXPENSE

Neither Authority will fund any approval activities undertaken under this Memorandum. Any expense is assumed to be the responsibility of the applicant, subject to the domestic laws applying to each Authority.

PARAGRAPH V TECHNICAL INTERPRETATION

In the case of conflicting interpretations of the airworthiness requirements or design-related operational requirements prescribed by the Importing Authority pertaining to certifications, approvals or acceptances under this Memorandum, and after having exhaustively discussed all technical subjects, the interpretation of the Importing Authority will prevail.

PARAGRAPH VI LANGUAGE

Correspondence and documentation will be prepared and submitted in the English language unless otherwise specified by the Authorities by mutual arrangement.

PARAGRAPH VII DISPUTE RESOLUTION

Any disagreement regarding the interpretation or application of this Memorandum or of any of its Implementation Procedures will be resolved by consultation between the Head of Airworthiness from each Authority



(that is, the signatories to the Implementation Procedures). If the Heads of Airworthiness fail to resolve the disagreement, the dispute will be referred to the Director of Aviation Safety or Director-President (that is, the signatories to this Memorandum of Understanding) for final resolution.

PARAGRAPH VIII IMPLEMENTATION

The Memorandum of Understanding will be implemented in accordance with procedures and conditions jointly determined by the Authorities and set out by their respective offices in Implementation Procedures and/or specific Arrangements. The procedures and conditions will be within the basis and scope of the Memorandum and in accordance with Paragraph III of this document.

PARAGRAPH IX AMENDMENT

This Memorandum of Understanding on Airworthiness may be amended through an exchange of official letters by Authorities. Implementation Procedures on specific matters may be added as an annexure to this Memorandum of Understanding on Airworthiness upon the mutual agreement of the Authorities and consistent with the provisions of Paragraph III.

PARAGRAPH X COMING INTO EFFECT

This Memorandum of Understanding on Airworthiness, or any amendment to its text, will go into effect upon the date of signature by both Authorities and will remain in effect until revised by mutual understanding of the two Authorities or terminated by one of the Authorities. Such termination will be effected by sixty days written notification to the other Authority. Such termination will also act to terminate all existing Implementation Procedures and/or specific Arrangements executed in accordance with this Memorandum of Understanding.

However, each Authority will continue to perform the commitments stated in the Implementation Procedures and/or specific Arrangements, concerning continued airworthiness, for as long as any aeronautical product imported



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under this Memorandum is operated in the country of the Importing Authority.

The undersigned, being the national Civil Aviation Authorities of Australia and Brazil, have signed the present Memorandum in duplicate and in English.

FOR CIVIL AVIATION SAFETY
AUTHORITY
AUSTRALIA

FOR AGÊNCIA NACIONAL DE
AVIAÇÃO CIVIL
BRAZIL

Original Signed by

Original Signed by

John F McCormick
Director of Aviation Safety

Solange Paiva Vieira
Director-President

Date of signature: _____ 2010

06 AUG 2010.

Date of signature: _____ 2010

09/06/2010

