

**AGREEMENT ON THE PROMOTION OF
AVIATION SAFETY AND AIRWORTHINESS
BETWEEN
CIVIL AVIATION SAFETY AUTHORITY (CASA)
AND
DEPARTMENT OF DEFENCE (DEFENCE)**

The Civil Aviation Safety Authority and the Department of Defence (herein referred to as "the Parties");

RECOGNISING the increasing overlap between civil and Defence aviation activities in Australia; and

DESIRING to improve and enhance the quality of the relationship between the Parties and better coordinate regulation of Australian aviation safety; and

SUBJECT to all laws of the Commonwealth of Australia or Australian States and Territories that apply to the parties in carrying out their respective functions under this non-legally binding agreement;

HAVE AGREED as follows

THE PARTIES

1. The Civil Aviation Safety Authority (CASA) is a statutory authority established under the *Civil Aviation Act 1988* (Cth); hereafter referred to as CASA. CASA's primary function is the safety regulation of civil air operations in Australian territory.

2. The Department of Defence (Defence) includes all civilian and Service elements of the Defence portfolio. The Chief of Defence Force and Secretary of Defence have established the Defence Aviation Safety Program (DASP) and appointed the Chief of Air Force (CAF) as the Defence Aviation Authority (AA). The Defence AA manages the DASP to regulate and control the use of Defence aircraft and aviation support systems (AvSS). The Airworthiness Coordination and Policy Agency (ACPA) provides staff support to the Defence AA.

PURPOSE OF AGREEMENT

3. The purpose of this agreement is to provide a high level basis for future cooperation to harmonise, where possible, regulatory system outcomes to support improved aviation safety, efficiency, consistency of service and capacity.

BACKGROUND

4. CASA and Defence operate separate regulatory systems which apply respectively to civil and Defence aviation aspects. Application of the two systems overlaps, particularly when they are applied to Air Traffic Management (ATM), aviation navigation and landing aids, Aerodrome Rescue and Fire Fighting (ARFF) services and where Defence aerodrome infrastructure is used by civil aircraft operators. Furthermore, there is increasing overlap when considering aspects of flight crew, aviation maintenance and engineering licensing/qualifications and aircraft airworthiness.

5. The policies contained in the National Aviation Policy White Paper released by the Australian Government on 16 December 2009 will remain applicable in this agreement until revised or removed by new government policy. The White Paper:

- a. requires greater harmonisation of civil and Defence ATM and anticipates significant improvements in safety, efficiency and consistency of service, and improved capacity;
- b. recognises the first priority of Defence aerodrome facilities and services is to support the generation, sustainment and deployment of Defence capability and that Defence use shall always have primacy at these locations;
- c. recognises that Australia's national aerodrome infrastructure also benefits from the significant role played by Defence in the provision of runway capacity for agreed civil use, and air traffic management facilities and services at a number of key locations, especially at Darwin, Townsville and Williamtown;

- d. aims to improve ARFF services through establishing better governance arrangements that clarify roles and responsibilities; and
- e. aims to make improvements that further limit environmental impacts (noise and emissions).

6. Furthermore, the Government affirmed in the 2009 National Aviation Policy White Paper that "safety must underpin everything else in aviation." Towards this end the paper stated the following:

- a. The Government will ensure Australia's safety regulatory and investigatory agencies remain world leading and have the skills and capabilities to maintain safety and facilitate the industry's growth.
- b. Regulation of safety will take account of best international practice and where possible Australian requirements will be aligned with relevant overseas practices.
- c. The Government will continue to improve the quality of the inter-agency relationships between safety agencies and with industry players to maintain a safe aviation environment.

7. The increasing overlap between civil and Defence aviation activities in Australia and the Government's desire for greater harmonisation of civil and Defence ATM requires more formal arrangements than has been required between CASA and Defence in the past. Accordingly, this agreement between CASA and Defence aims to improve the quality of the relationship and better coordinate regulation of Australian aviation safety.

Need to Align Regulatory Outcomes

8. There is an increasing requirement to harmonise, where possible, the regulatory outcomes of CASA and Defence regulatory systems to support improved aviation safety, efficiency, consistency of service and capacity, especially in relation to:

- a. civil aviation use of Defence aerodromes and facilities including, but not limited to those at RAAF Bases Darwin, Townsville, and Williamtown;
- b. civil reliance on the provision of Defence ATM in both civil and Defence airspace in Australia and overseas;
- c. reliance on Defence Radars, NAVAIDS and Landing Aids for the provision of civil navigation;
- d. provision of ATM systems and/or services to Defence by Airservices Australia (Airservices);
- e. provision of ATM systems and/or services to Airservices customers by Defence; and

- f. the use of Remotely Piloted Aircraft Systems (RPAS) and civil registered aircraft.

9. Government's desire to improve the quality of the inter-agency relationships between safety/airworthiness agencies calls for a more comprehensive approach than the agreements put in place between CASA (and its precedents) and Defence through an exchange of letters over many years.

10. Opportunities for the greater harmonisation of civil and Defence ATM systems include the following:

- a. system designs produced and implemented by Airservices or Defence on behalf of the other party;
- b. situations where the design and implementation of a system is complex; for example where parts of a system are designed and implemented by Airservices and its contractors, and other parts by Defence and its contractors;
- c. maintenance performed by Airservices or Defence on behalf of the other party, for example the Civil Military Air Traffic Management System (CMATS);
- d. maintenance performed by a Defence contractor and/or Defence personnel for services provided to civil aircraft;
- e. increased co-location of civil and Defence workforces with shared responsibilities for controlling civil and Defence administered airspace and increased mixes of civil and Defence aircraft; and
- f. ongoing commitments and arrangements regarding Flexible Use Airspace (FUA).

11. Implementing such opportunities will require that CASA and Defence recognise that each other's organisation has robust regulatory systems and that the outcomes of each system can be implicitly and explicitly recognised without the need for further review or audit. Further, the need to satisfy the two existing regulatory systems would add duplication, cost and schedule risk to the more harmonised ATM system and supporting communication, navigation and surveillance (CNS) systems required to meet the Government's vision. Accordingly, closer alignment of the outcomes of CASA and Defence regulatory systems is required for more effective and efficient implementation of future ATM systems.

Options for Improving Regulatory Alignment

12. The following alternate options were investigated as a precursor to establishing this agreement:

- a. CASA adopt the Defence system for regulating the safety of civil ATM in Australia. This was not feasible as it would not be consistent with current civil aviation legislation;

- b. Defence adopt CASA's system for regulating the safety of Defence ATM services in Australia. This was not feasible as it would fragment Defence's overarching aeronautical regulatory system, require some Defence agencies to comply with two aeronautical regulatory systems, and require significant effort by Defence agencies to change. Additionally, Defence cannot apply for CASR Part 171/172 approvals due to the exclusion applicable to Defence;
- c. Amend legislation. This was not agreed as there was no clear and agreed model to change to. Additionally, this approach would require significant migration effort, and would not overcome the system fragmentation issue.
- d. Mutual recognition. This option was not agreed. The Defence regulatory system would allow Defence to recognise the system Airservices uses to design and maintain ATC systems. Similarly, civil legislation allows Airservices to incorporate use of third party products, with Airservices responsible for satisfying civil legislation. However, this option did not appear to be robust enough due to underlying regulatory differences and might not remove duplication of work due to independent system process requirements¹.
- e. Agreement between the regulators. This, the preferred approach, was to establish mutually agreed regulatory requirements and a method for reporting/certifying between regulators.

IMPLEMENTING AUTHORITIES

13. The Implementing Authorities are the:
- a. Director of Aviation Safety, CASA; and
 - b. Defence AA, ADF.

¹ Discussion on further opportunities will continue in 2015/16.

DEFINITIONS

14. For the purposes of this Agreement:
- a. The Agreement is this agreement.
 - b. Coordinating Authorities are:
 - (1) Executive Manager Standards, Standards Division, CASA; and
 - (2) the Director of the Airworthiness Coordination and Policy Agency (DACPA), ADF.
 - c. Implementation Procedures means separate subordinate agreements made under the Agreement describing the methods and agreed standards to be adopted to align the regulatory system outcomes to support improved aviation safety.
 - d. Topic Areas are areas where the Parties desire to align their aviation regulatory systems to support improved aviation safety, efficiency, consistency of service and capacity.
 - e. Topic Leads are personnel nominated by each Party to lead the development of Implementation Procedures in a Topic Area.

COOPERATION AND IMPLEMENTATION PROCEDURES

15. Possible Topic Areas include, but are not limited to:
- a. ATM systems – technical aspects;
 - b. ATM systems – operational aspects;
 - c. aviation navigation and landing aids – regulation;
 - d. aviation navigation and landing aids - aeronautical information (AI);
 - e. ARFF;
 - f. Defence aerodrome infrastructure applicable to civil use;
 - g. ATC qualifications/licensing;
 - h. RPAS;
 - i. flight crew qualifications/licensing;
 - j. aviation medicals; and
 - k. aviation maintenance and engineering.

16. When both Parties are prepared to pursue cooperation in a Topic Area, the Coordinating Authorities shall advise each other of the applicable 'Topic Lead' for that Topic Area.

17. The Topic Leads shall conduct assessments and work cooperatively to develop an understanding of each other's systems including standards, rules, practices and procedures.

18. The Topic Leads shall develop Implementation Procedures, for approval by the Implementing Authorities, describing the methods and any agreed standards to be used to align regulation in the Topic Area.

19. The Implementing Authorities agree to be bound by Implementation Procedures in a given Topic Area, once the applicable Implementation Procedures commence.

20. Implementation Procedures shall include as a minimum:

- a. their purpose;
- b. implementing organisations;
- c. definitions;
- d. scope of the particular area of aviation safety/airworthiness being addressed;
- e. provisions for reciprocal acceptance of Implementation Authority actions such as witnessing tests, inspections, qualifications, approvals, monitoring and certification, subject to civil aviation legislative requirements;
- f. provisions describing roles and responsibilities of each organisation;
- g. provisions for timely transfer of information between the parties, subject to legal constraints, including those contained in the Privacy Act 1988 (Cth);
- h. provisions for periodic evaluation of the Implementation Procedures; and
- i. provisions for termination of the Implementation Procedures.

CONSULTATION

21. Either Coordinating Authority may at any time request consultation concerning the implementation, interpretation or application of the Agreement or any Implementation Procedures.

22. Any dispute relating to the implementation, interpretation and application of the Agreement and the Implementation Procedures that is not resolved between the Coordinating Authorities shall be subject to consultations between the Implementing Authorities.

23. Consultations, which may be through discussion or correspondence, shall begin within a period of forty (40) days of receipt of such a request, unless otherwise mutually agreed.

COMMENCEMENT

24. The Agreement shall commence when signed by both Parties.

25. Any particular Implementation Procedures executed by the Parties shall commence when signed by both Implementing Authorities.

MAINTENANCE OF THE AGREEMENT

26. The Agreement may be amended at any time by the written agreement of both the Parties. Such amendment shall commence on the date of the later letter between the Parties confirming their agreement to the amendment.


27. Any particular Implementation Procedures may be amended at any time by the written agreement of the Parties. Such amendment shall commence on the date of the later letter between the Parties confirming their agreement to the amendment.

28. The Coordinating Authorities should conduct a biennial review of the Agreement, Implementation Procedures, and work undertaken in accordance with the Agreement and Implementation Procedures.

29. The Coordinating Authorities must provide a report to the Implementing Authorities on their review findings, recommendations for improving the Agreement, and if necessary a revised Agreement for approval by the Implementing Authorities. The revised Agreement shall incorporate all written amendments agreed since the Agreement was last revised.


DURATION OF AGREEMENT AND IMPLEMENTATION PROCEDURES

30. The Agreement and any Implementation Procedures shall remain in force until terminated.
31. The Parties may terminate the Agreement or any Implementation Procedures by mutual agreement.
32. The Agreement may be terminated by either Party six months after the date of a written notice to the other Party notifying of its intention to terminate.
33. Any Implementation Procedures may be amended or terminated in accordance with the amendment and termination procedures that are stipulated within those Implementation Procedures.
34. All existing Implementation Procedures established to support the Agreement shall terminate on the date of the Agreement's termination.



G.C. BROWN AO
Air Marshal
Defence Aviation Authority
Department of Defence

Date: 28 APR 2015



MARK SKIDMORE AM
Director of Aviation Safety
Civil Aviation Safety Authority

Date: 10 Apr 2015

