

**MEMORANDUM OF UNDERSTANDING ON
AIRWORTHINESS**

BETWEEN

**OFFICE OF CIVIL AVIATION, MINISTRY OF LAND,
TRANSPORT AND MARITIME AFFAIRS
REPUBLIC OF KOREA**

AND

**CIVIL AVIATION SAFETY AUTHORITY
AUSTRALIA**

FOR PROMOTION OF CIVIL AVIATION SAFETY

Y.H.K.


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FOR PROMOTION OF AVIATION SAFETY**

The Government of the Republic of Korea, represented by the Office of Civil Aviation, the Ministry of Land, Transport and Maritime Affairs (MLTM), and the Government of Australia, represented by the Civil Aviation Safety Authority (hereinafter referred to singularly as ‘the Authority’, and collectively, as “the Authorities”):

- considering the Annexes to the Convention on International Civil Aviation, as signed at Chicago on 7 December 1944, to which the Republic of Korea and the Commonwealth of Australia are parties;
- desiring to promote aviation safety;
- noting common concerns for the safe operation of civil aircraft;
- recognising 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
- recognising the mutual benefit of improved procedures for the reciprocal acceptance of airworthiness approvals and aircraft maintenance facilities,

have reached the following understandings:

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PARAGRAPH I
TERMS AND DEFINITIONS

The following definitions for terms are used in this Memorandum of Understanding (MoU):

1. "Aeronautical product" means any civil aircraft, or aircraft engine, propeller, appliance, part or component intended to be a part of or used in an aircraft.
2. "Airworthiness approval" means the airworthiness certification, approval, or acceptance, by one of the Authorities for an 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 the 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 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

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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 relates only to an 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 one of the Authorities. When the design approval relates only to an aircraft, aircraft engine or propeller, the term "Type design approval" is used in place of "Design approval".
10. "Exporting Authority" means the Authority exporting an aeronautical product under the provisions of this MoU.
11. "Importing Authority" means the Authority importing an aeronautical product under the provisions of this MoU.
12. "Implementation Procedures" has the meaning given to it by Paragraph III of this MoU.
13. "Maintenance" means any task required to ensure or that could affect, the continuing airworthiness of an aircraft or aeronautical product, including any one or combination of overhaul, repair, inspection, replacement of an aeronautical product, modification or defect rectification.
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

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airworthiness approvals of aeronautical products for which the Exporting Authority is the authority of the organization responsible for the airworthiness;

2. To facilitate acceptance by each Authority of the other Authority's approvals and monitoring of maintenance facilities and alteration and/or modification facilities;
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.

This MoU is a document which embodies the understandings of the Government of Australia and the Government of the Republic of Korea and does not create legally binding rights or obligations. This MoU is subject to the applicable laws, regulations and policies of Australia and the Republic of Korea.

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; and
 - b) approval and monitoring of maintenance facilities; and
 - c) any other matters jointly determined by the Authorities.
2. When the Authorities decide that it is acceptable to permit the

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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. Any such Implementation Procedures will be annexed to this MOU and will form an integral part of the MoU. Implementation Procedures will remain subject to the MoU.
4. The Implementation Procedures 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;
 - 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 of the Authorities;
 - 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 carried out under this MoU. 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

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MoU, 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 MoU or any of its Implementation Procedures will be resolved by consultation between the Manager Airworthiness and Engineering (CASA) and the Director Airworthiness Division (KOCA). If the Heads of Airworthiness fail to resolve the disagreement, the dispute will be referred to the Director of Aviation Safety (CASA) and Deputy-Minister for Civil Aviation (MLTM) (that is, the signatories to this Memorandum of Understanding) for final resolution.

**PARAGRAPH VIII
IMPLEMENTATION**

The MoU 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 MoU and in accordance with Paragraph III of this document.

**PARAGRAPH IX
AMENDMENT**

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

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**PARAGRAPH X
COMING INTO EFFECT**

This MoU, or any amendment to its text, will come 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. An Authority may terminate this MoU by giving the other Authority sixty days' notice in writing or other timeframe as agreed by both parties. Such termination will also terminate all existing Implementation Procedures and/or specific Arrangements executed in accordance with this MoU.

Any ongoing programs, activities or projects will be completed in accordance with such arrangements, unless the Authorities determine otherwise.

The foregoing represents the understandings reached between the national Civil Aviation Authorities of the Government of Australia and the Government of the Republic of Korea.

Signed in duplicate at Sydney, Australia on 28 May 2012 in English, both texts having equal validity.

FOR THE GOVERNMENT OF THE
REPUBLIC OF KOREA

FOR THE GOVERNMENT OF
AUSTRALIA

Original Signed by



Hyung-Koo Yeo
Deputy Minister for Civil Aviation

Office of Civil Aviation
Ministry of Land, Transport and
Maritime Affairs
Republic of Korea

Original Signed by



John McCormick
Director of Aviation Safety

Civil Aviation Safety Authority
Australia

Date: 28 May 2012

Date: 28 May 2012