



PRINCIPLE

(OPS.27) Article 83 bis agreement



Acknowledgement of Country

The Civil Aviation Safety Authority (CASA) respectfully acknowledges the Traditional Custodians of the lands on which our offices are located and their continuing connection to land, water and community, and pays respect to Elders past, present and emerging.

Inside front cover artwork: James Baban.

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Terminology

Acronyms and abbreviations

Table 1. List of acronyms and abbreviations

Acronym/abbreviation	Description
AOC	air operator's certificate
CAA	Civil Aviation Authority
FAA	Federal Aviation Administration
ICAO	International Civil Aviation Organization
the Act	<i>Civil Aviation Act 1988</i>

Definitions

For the purposes of clarity when assessing documents provided by an operator, and in order to prevent misunderstandings between CASA inspectors and foreign operators and/or regulatory authorities, the following definitions have been included.

Note: Some definitions may vary slightly from Australian definitions.

Table 2. List of definitions

Term	Definition
Article 83 bis agreement	An agreement between two Contracting States whereby the oversight responsibilities of one Contracting State are transferred by arrangement to the other Contracting State in order to maintain effective airworthiness and operational control of an aircraft registered in the first Contracting State, but operating within the jurisdiction of the second Contracting State.
lessor	The organisation or person financing an aircraft lease and providing an aircraft to a lessee.
lessee	The organisation or person to whom an aircraft is leased. In most cases this will be the air operator's certificate (AOC) holder and the registered operator of an aircraft.
operational control	For a flight of an aircraft, means control over the initiation, continuation, diversion or ending of the flight in the interests of the safety of the aircraft and the regularity and efficiency of the flight.

Term	Definition
personnel	<p>For an Australian air transport operator, an aerial work operator or a balloon transport operator, includes any of the following persons who have duties or responsibilities that relate to the safe conduct of the operator's Australian air transport operations, aerial work operations or balloon transport operations:</p> <ul style="list-style-type: none"> (i) an employee of the operator (ii) a person engaged by the operator (whether by contract or other arrangement) to provide services to the operator (iii) an employee of a person mentioned in subparagraph (ii).
registered operator	of an aircraft, has the meaning given by regulation 47.100
State of Registry	The State on whose register an aircraft is entered.
State of Operator	The State in which an aircraft operator's principal place of business is located and registered.
transfer - international	A transfer of an aircraft between operators in two different States of Registry. This could be the transfer of an Australian registered aircraft to an operator in a foreign State or, a foreign registered aircraft transferred to an Australian operator.

Reference to regulations

Unless specified otherwise, all subregulations, regulations, Divisions, Subparts and Parts referenced in this Principle are references to the *Civil Aviation Safety Regulations 1998* (CASR).

1. Article 83 bis agreement

If the Article 83 bis agreement involves an Australian operator leasing a foreign registered aircraft, use [Protocol \(OPS.24\) Aircraft leasing arrangements](#) for the assessment of the leasing arrangements.

Note: The Article 83 bis agreement must be drafted by Legal, International and Regulatory Affairs (LIRA).

1.1 Foreign aircraft

Section 4A(2) of the *Civil Aviation Act 1988* (the Act) provides that a provision of the Act or Regulations may apply to an aircraft registered in a Contracting State as if it were an Australian aircraft if an Article 83 bis agreement has the effect of transferring a function of the Contracting State to Australia.

Example

If a Philippine aircraft is operating solely in Australia, CASA may seek to enter into an Article 83 bis agreement with the Philippines. Depending on the terms of the agreement, this may mean that only the Australian legislation will have application to the aircraft; the Philippine legislation will not.

1.2 Australian aircraft

Section 4A(3) of the Act provides that a provision of the Act or Regulations does not apply to an Australian aircraft if an Article 83 bis agreement has the effect of transferring a function of Australia to a Contracting State.

Example

If an Australian aircraft is operating solely in America, CASA may seek to enter into an Article 83 bis agreement with the Federal Aviation Administration (FAA). Depending on the terms of the agreement, this may mean that the Australian legislation will have no application to the aircraft; the American legislation will.

1.3 Assessment worksheet user instructions

This principle provides guidance to the inspector when using the associated *Worksheet (OPS.27) Article 83 bis agreement*. The worksheet provides inspectors with a regulation-based tool for recording the outcomes of the assessment. It is set out as follows:

- user instructions
- assessment worksheets
- assessment summary
- Article 83 bis agreement checklist (to be completed by LIRA).

1.4 Components of an Article 83 bis agreement

When an aircraft leasing arrangement is being considered, possibly utilising Article 83 bis provisions, the viability and practicality of such an agreement must be considered and negotiated between:

- an aircraft's certificate of registration holder/registered operator

- the foreign operator intending to operate the aircraft overseas
- the regulatory authority on whose register the aircraft is recorded (State of Registry)
- the foreign regulatory authority under whose jurisdiction the aircraft will be operated (State of the Operator).

Once it is established that an Article 83 bis agreement is the best solution for maintaining effective airworthiness control and regulatory oversight of a particular aircraft (that is subject to an international leasing arrangement), the following six mandatory components must be addressed before an Article 83 bis agreement can come into force:

1. formal agreement
2. exchange of letters
3. delegations agreement
4. agreement regarding airworthiness responsibilities
5. registration with the International Civil Aviation Organization (ICAO)
6. Commonwealth of Australia Gazette notice.

1.4.1 Formal agreement

A formal agreement is an agreement between the two Contracting States, specifying who will be responsible for what. This agreement will be signed by the Director of Civil Aviation (however described) for the foreign regulatory authority and, for Australia, the CASA Director of Aviation Safety.

Aircraft leases which have some of the regulatory oversight responsibilities transferred from a State of Registry to a State of the Operator under an Article 83 bis agreement will, depending upon the type of operation, require one of three formal agreements as follows:

1. International commercial air transport operations agreement
2. International aircraft operations other than commercial air transport operations or aerial work (general aviation) agreement
3. International operations – helicopters agreement.

These agreements will contain references to ICAO annexes and documents. Details of these references are listed in the relevant agreements in Appendix A of this principle.

Refer to *Appendix A – Formal agreement* of this principle.

1.4.2 Exchange of letters

An exchange of letters of undertakings between the two Contracting States requires:

- One letter from the State of Registry for the aircraft being transferred, requesting that the State in which the aircraft will be operated will undertake some specified regulatory oversight responsibilities. This will be signed by the equivalent of the CASA Executive Manager Regulatory Oversight Division.
- One letter from the State in which the aircraft will be operated (State of the Operator), confirming to the State of Registry that it will indeed undertake the regulatory oversight responsibilities requested and agreed upon. This will be signed by the Head of the Maintenance Department or, in the case of CASA, the Executive Manager Regulatory Oversight Division.

The sample agreements and letters in Appendix B of this principle, are written in the context of an Australian registered aircraft being transferred to a foreign operator. This would require Australia to initiate, and set in train, the correspondence for the Article 83 bis agreement and would mean that Australia is the State of Registry and the foreign regulatory authority is the State of the Operator. Should an Article 83 bis agreement be requested by a foreign authority, for a foreign aircraft to be placed on an Australian AOC, then Australia would be the State of the Operator and the foreign regulatory authority would be the State of Registry. In this case, the foreign regulatory authority would initiate the agreement and other related documentation. Whichever Contracting State is the State of Registry or the State of the Operator, the documentation must follow the standard ICAO model (refer to Appendix B of this principle).

The agreements and associated letters templates in Appendix B of this principle are examples only. They provide a guide to the format, protocol and the detail of information expected by ICAO in this type of agreement. It is anticipated that there may be some variations from the examples provided, depending on the aircraft type, system of maintenance requirements, operating conditions and location, as well as any other arrangements that relate to the satisfactory oversight of an aircraft.

Many of the terms and descriptions used in the various documents do not align with Australian terms and descriptions. The ICAO terminology has been retained in the documentation in order for it to remain as close to the ICAO originals as is possible.

Note: Exact definitions of ICAO terminology that is not apparent to readers may be found in the definitions sections of the various ICAO annexes.

When negotiating an Article 83 bis agreement, CASA will need to re-write certain sample paragraphs or change terms and descriptions to align them with Australian legislation as appropriate. Under this ICAO provision, the content and requirements specified in an agreement should follow the ICAO basic layout format, but the individual State regulatory authority undertakings will be entirely the responsibility of the two authorities.

Refer to *Appendix B – Exchange of letters* of this principle.

1.4.3 Delegations agreement

A delegations agreement between Contracting States specifies, in detail, the transfer and on-going arrangements, including the delegation of functions and responsibilities from one party to the other. This agreement will be signed by the Director of Civil Aviation (however described) for the foreign authority and, for CASA, the Director of Aviation Safety.

Refer to *Appendix C – Delegation of authority agreements* of this principle.

1.4.4 Agreement regarding airworthiness responsibilities

An agreement regarding the airworthiness responsibilities of each Contracting State, concerning the particular transferred aircraft, should be signed by the Head of Airworthiness for the foreign authority and, for CASA, the Executive Manager Regulatory Oversight Division.

Refer to *Appendix D – Airworthiness responsibilities agreement* of this principle.

1.4.5 Registration with ICAO

Once all parts of the agreement have been signed by the various parties, CASA, if it is the State of Registry, must register the Article 83 bis agreement with the Council of ICAO. If the foreign Contracting State is the State of Registry and CASA the State of the Operator, the foreign CAA must register the agreement with ICAO.

Refer to *Appendix E – Registering an Article 83 bis agreement with ICAO* of this principle.

1.4.6 Commonwealth of Australia Gazette notice

When Australia has entered into an Article 83 bis agreement, CASA must publish a notice in the Commonwealth of Australia Gazette; setting out the particulars of the Article 83 bis agreement or amendment.

Note: When the agreement is amended or ceases to be in force, a Gazette Notice should also be published to this effect.

Refer to *Appendix F – Commonwealth of Australia Gazette notice* of this principle.

2. Revision history

Amendments/revisions for this principle are recorded below in order of the most recent first.

Table 3. Revision history table

Version No.	Date	Parts / Sections	Details
1.1	July 2024	All	Reformat to latest template and minor updates.
1.0	April 2023	All	First issue

Appendix A – Formal agreement

A.1 International Commercial Air Transport Operations Agreement

AGREEMENT BETWEEN AUSTRALIA AND [foreign State] CONCERNING TRANSFER OF REGULATORY OVERSIGHT FUNCTIONS AND DUTIES

International Commercial Air Transport Operations

Whereas the protocol relating to Article 83 bis of the Convention on Civil Aviation (Chicago 1944) (hereinafter referred to as “the Convention”), to which Australia and [foreign State] are parties, entered into force on 20 June 1997.

Whereas Article 83 bis, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry’s functions and duties pertaining to Articles 12, 30, 31 and 32a of the Convention.

Whereas in line with ICAO Doc 9642, Part VIII, Chapter 1, and in light of ICAO Doc 8335, Chapter 10, it is necessary to establish precisely the international obligations and responsibilities of Australia, as the State of Registry of the aircraft, and [foreign State], as the State of the operator of the aircraft, in accordance with the convention.

Whereas with reference to the relevant Annexes to the Convention, this Agreement organises the transfer from Australia to [foreign State] of functions and duties normally carried out by the State of registry, as set out in Articles III and IV below.

The Government of Australia and the Government of [foreign State] hereinafter referred to as the “Parties”.

Declaring their mutual commitment to the safety and efficiency of international aviation.

Recognising that both Governments have mutual interest in ensuring the flight safety of aircraft engaged in international air navigation for aircraft operating on the Australian Register of Aircraft and Flight Crew under an Air Operator Certificate (AOC) is issued by [foreign State].

Desiring to ensure the continued safety of the aircraft operating on the Australian Register under a transfer agreement.

Have agreed as follows:

Article I

The Agencies responsible for implementing this Agreement shall be the Civil Aviation Safety Authority (CASA) for the Government of Australia and the [foreign CAA] for the Government of [foreign State].

Article II

This agreement has been developed based on Articles 33 and 83 bis of the Convention. This Agreement pertains to the transfer of certain functions and duties contained in the International Civil Aviation Organization (ICAO) Annexes set out below between Australia and [foreign State] and is limited to aircraft on the Australian Register operated by [foreign State] air operators as specified by type, registration mark and serial number in the attached Schedule 1. In line with Chapter 10 of Doc 8335 and Part VIII, Chapter 1 of Doc 9642 issued by ICAO, it is necessary to establish the international obligations and functions and duties, according to the Convention, of Australia (State of Registry) and [foreign State] (State of the Operator) in accordance with Article 83 bis, the State of Registry may, by agreement with the State of the Operator, transfer to all or part of its functions and duties as the State of Registry. The State of Registry shall relieve the responsibility in respect of the functions and duties transferred.

Article III

In the case of Australia and [foreign State], Australia transfers to [foreign State] the following functions and duties, including oversight and control of relevant items contained in respective Annexes to the Convention:

Annex 1 – Personnel Licensing, for licences issued or rendered valid by the State of the Operator, Annex 1, 1.2.2.

Annex 2 – Rules of the Air, enforcement of compliance with the applicable rules and regulations relating to the flight manoeuvre of aircraft.

Annex 6 – Operation of Aircraft, Part I – International Commercial Air Transport – Aeroplanes. Functions and duties that are normally incumbent on the State of Registry. Functions and duties that are normally incumbent on the State of the Operator need to be transferred. Where functions and duties in Annex 6 Part 1 (particularly Chapters 5, 6 and 8) may conflict with the functions and duties in Annex 8 – Airworthiness of Aircraft, allocation of specific functions and duties is defined in the attached Schedule 2.

CASA will retain responsibility under the Convention for the regulatory oversight and control of the following ICAO Annex:

Annex 8 – Airworthiness of Aircraft.

Article IV

Responsibility for notifying directly other States of the existence and contents of this Agreement pursuant to Article 83 bis (b) rests with the State of the Operator. This Agreement, as well as any amendment to it, shall be registered with ICAO by the State of Registry or the State of the Operator in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (ICAO Doc 6685).

Article V

The [CAA of foreign State] shall ensure that a certified copy of this Agreement in English and in [language of foreign State] is placed on board each aircraft to which this Agreement applies. The [CAA of foreign State] shall also ensure that a certified true copy of the relevant Air Operator Certificate issued, in which the aircraft concerned will be duly listed and properly identified, is carried on board each aircraft.

Article VI

Under this agreement, the only responsibility related to airworthiness transferred to [foreign State] is the approval of line stations used by the Operator located away from the Operator's main base. This is accepted by [foreign State].

Article VII

The airworthiness procedures that are followed will be contained in the Operator's Maintenance Control Manual (MCM). Schedule 2 to this Agreement describes the functions and duties of the Parties related to airworthiness.

Article VIII

Meetings between CASA and [CAA foreign State] and other interested parties, upon request, will occur at six-month intervals [or within a shorter period if appropriate] initially to discuss both operations and airworthiness matters resulting from inspections that have been conducted by the respective inspectors. These meetings will take place in Australia, the State of the Operator or on middle ground for the purpose of resolving any discrepancies found as a result of the inspections and in order to ensure that all parties are fully informed about the Operator's operation. The following subjects will be among those reviewed during these meetings:

- flight operations
- continuing airworthiness and aircraft maintenance
- any other significant matter arising from inspections; and
- operator's procedures, if applicable.

Notwithstanding these matters, CASA retains the right to conduct inspections or audits, as it deems necessary, in order to verify that [foreign State] is fulfilling its safety oversight obligations as transferred from Australia. CASA will be permitted access to [CAA of foreign State] documentation concerning the Operator. Such inspections will occur only after reasonable notice is given to [foreign State].

Article IX

During the execution of this Agreement, and prior to any aircraft being made the object of a sub-lease, the [CAA of the foreign State], remaining the State of the Operator shall inform CASA of this intent. None of the functions and duties transferred from Australia to [foreign State] may be carried out under the authority of a third State without express written agreement of Australia.

Article X

Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between Parties and shall not be referred to any international tribunal, arbitration or third-party settlement.

Article XI

This Agreement may be amended by written agreement of the Parties.

Article XII

This Agreement, which supersedes all previous Agreements between Parties on this matter, shall enter into force upon signature of both Parties and shall remain in force until terminated.

In witness whereof, the undersigned Directors of CASA and [CAA of foreign State] have signed this present Agreement.

Signed

For the Government of [foreign State]

[Director General of Civil Aviation – CAA of foreign State]

Date: [day/month/year]

Signed

For the Government of Australia

Director of Aviation Safety – Civil Aviation Safety Authority

Date: [day/month/year]

Attachments

- Schedule 1 – Aircraft Affected by this Agreement.
- Schedule 2 – Responsibilities of Australia and [foreign State] related to Airworthiness.

This Agreement is made in two copies, in English and in [language of foreign State], and both are in force.

Schedule 1**AIRCRAFT AFFECTED BY THIS AGREEMENT**

Registered operator	Aircraft type	Registration	Serial number

Schedule 2**RESPONSIBILITIES OF AUSTRALIA AND [FOREIGN STATE] RELATED TO AIRWORTHINESS**

Note: Specific details are required to be entered in both of the 'Responsibilities' tables below. The content will depend upon the terms of the agreement, the aircraft and any other relevant factors pertaining to each agreement.

ICAO Reference	Subject	Responsibilities of Australia, the State of Registry	Responsibilities of [foreign State] the State of the Operator
Annex 8, Part II, Chapter 4; Doc 9642, Part II, Chapter 1; Doc 9389, Chapter 1, 1.1.4 & Chapter 6, 6.1.2.	Continuing airworthiness of aircraft	Develop or adopt requirements to ensure the continuing airworthiness of the aircraft during its service life. This requirement also covers the maintenance requirements of Annex 6.	
Annex 8, Part II, Chapter 4, 4.2.3, 4.2.4, 4.2.5; Doc 9642, Part VI, Chapter 1.	Communication with the State of Design	Communicate with the State of Design.	
Annex 8, Part II, Chapter 5; Doc 9642, Part IV, Chapter 3.	Validity of the CofA	Issue and re-issue of CofA.	
Annex 8, Part II, Chapter 6, 6.2.	Damage to Aircraft	Determine the condition of airworthiness of aircraft.	
Annex 6, Part I, Chapter 5, 5.2.3 & 5.2.4.	Operation of Aircraft in compliance with the terms of the CofA		Assume responsibility of State of registry as defined in 5.2.4.
Annex 6, Part I, Chapter 8, 8.1.	Operator's maintenance responsibilities		Ensure that the responsibilities are contained in the Operator's MCM.
Annex 6, Part I, Chapter 8, 8.2.	Operator's MCM		Ensure that guidance contained in an MCM is acceptable to Australia.

ICAO Reference	Subject	Responsibilities of Australia, the State of Registry	Responsibilities of [foreign State] the State of the Operator
Annex 6, Part I, Chapter 8, 8.3.	Maintenance programme	Approval of Operator's maintenance programme.	Ensure that maintenance programme responsibilities and development procedures are contained in the MCM.
Annex 6, Part I, Chapter 8, 8.4.	Maintenance records	Inspect maintenance records and documents every six months.	Inspect in accordance with the requirements of the AOC.
Annex 6, Part I, Chapter 8, 8.5.	Continuing airworthiness information	Ensure that all Australian airworthiness requirements are understood by the operator.	Ensure that airworthiness reports are provided to Australia.
Annex 6, Part I, Chapter 8, 8.6: Doc 9642, Part VIII, Appendix A, 3.7.	Modifications and repair	Ensure that modifications or repairs are approved by the State of design/Manufacture and issue approval.	Ensure that procedures are contained in the Operator's MCM.
Annex 6, Part I, Chapter 8, 8.7.	Approved maintenance organisation	Approval of the Operator's base maintenance organisation and procedures for Chapter 8, 8.7.	Approval of the Operator's line maintenance arrangements away from main base. Ensure that procedures are contained in the Operator's MCM.

A.2 International Aircraft Operations other than Commercial Air Transport Operations or Aerial Work (General Aviation) Agreement

AGREEMENT BETWEEN AUSTRALIA AND [foreign State] CONCERNING TRANSFER OF REGULATORY OVERSIGHT FUNCTIONS AND DUTIES

Aircraft Operations other than Commercial Air Transport Operations or Aerial Work (General Aviation)

Whereas the protocol relating to Article 83 bis of the Convention on Civil Aviation (Chicago 1944) (hereinafter referred to as “the Convention”), to which Australia and [foreign State] are parties, entered into force on 20 June 1997.

Whereas Article 83 bis, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry’s functions and duties pertaining to Articles 12, 30, 31 and 32a of the Convention.

Whereas in line with ICAO Doc 9642, Part VIII, Chapter 1, and in light of ICAO Doc 8335, Chapter 10, it is necessary to establish precisely the international obligations and responsibilities of Australia, as the State of Registry of the aircraft, and [foreign State], as the State of the operator of the aircraft, in accordance with the convention.

Whereas with reference to the relevant Annexes to the Convention, this Agreement organises the transfer from Australia to [foreign State] of functions and duties normally carried out by the State of registry, as set out in Articles III and IV below.

The Government of Australia and the Government of [foreign State] hereinafter referred to as the “Parties”.
Declaring their mutual commitment to the safety and efficiency of international aviation.

Recognising that both Governments have mutual interest in ensuring the flight safety of aircraft engaged in international air navigation for aircraft operating on the Australian Register of Aircraft and Flight Crew under an Air Operator Certificate (AOC) is issued by [foreign State].

Desiring to ensure the continued safety of the aircraft operating on the Australian Register under a transfer agreement.

Have agreed as follows:

Article I

The Agencies responsible for implementing this Agreement shall be the Civil Aviation Safety Authority (CASA) for the Government of Australia and the [foreign CAA] for the Government of [foreign State].

Article II

This agreement has been developed based on Articles 33 and 83 bis of the Convention. This Agreement pertains to the transfer of certain functions and duties contained in the International Civil Aviation Organisation (ICAO) Annexes set out below between Australia and [foreign State] and is limited to aircraft on the Australian Register operated by [foreign State] air operators as specified by type, registration mark and serial number in the attached Schedule 1. In line with Chapter 10 of Doc 8335 and Part VIII, Chapter 1 of Doc 9642 issued by ICAO, it is necessary to establish the international obligations and functions and duties, according to the Convention, of Australia (State of Registry) and [foreign State] (State of the Operator) in accordance with Article 83 bis, the State of Registry may, by agreement with the State of the Operator, transfer to all or part of its functions and duties as the State of Registry. The State of Registry shall relieve the responsibility in respect of the functions and duties transferred..

Article III

In the case of Australia and [foreign State], Australia transfers to [foreign State] the following functions and duties, including oversight and control of relevant items contained in respective Annexes to the Convention:

Annex 1 – Personnel Licensing, for licences issued or rendered valid by the State of the Operator, Annex 1, 1.2.2.

Annex 2 – Rules of the Air, enforcement of compliance with the applicable rules and regulations relating to the flight manoeuvre of aircraft.

Annex 6 – Operation of Aircraft, Part II – International General Aviation – Aeroplanes. Functions and duties that are normally incumbent on the State of Registry. Functions and duties that are normally incumbent on the State of the Operator need to be transferred. Where functions and duties in Annex 6 Part 1 (particularly Chapters 5, 6 and 8) may conflict with the functions and duties in Annex 8 – Airworthiness of Aircraft, allocation of specific functions and duties is defined in the attached Schedule 2. CASA will retain responsibility under the Convention for the regulatory oversight and control of the following ICAO Annex:

Article IV

Responsibility for notifying directly other States of the existence and contents of this Agreement pursuant to Article 83 bis (b) rests with the State of the Operator. This Agreement, as well as any amendment to it, shall be registered with ICAO by the State of Registry or the State of the Operator in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (ICAO Doc 6685).

Article V

The [CAA of foreign State] shall ensure that a certified copy of this Agreement in English and in [language of foreign State] is placed on board each aircraft to which this Agreement applies. The [CAA of foreign State] shall also ensure that a certified true copy of the relevant Air Operator Certificate issued, in which the aircraft concerned will be duly listed and properly identified, is carried on board each aircraft.

Article VI

Under this agreement, the only responsibility related to airworthiness transferred to [foreign State] is the approval of line stations used by the Operator located away from the Operator's main base. This is accepted by [foreign State].

Article VII

The airworthiness procedures that are followed will be contained in the Operator's Maintenance Control Manual (MCM). Schedule 2 to this Agreement describes the functions and duties of the Parties related to airworthiness.

Article VIII

Meetings between CASA and [CAA foreign State] and other interested parties, upon request, will occur at six-month intervals [or within a shorter period if appropriate] initially to discuss both operations and airworthiness matters resulting from inspections that have been conducted by the respective inspectors. These meetings will take place in Australia, the State of the Operator or on middle ground for the purpose of resolving any discrepancies found as a result of the inspections and in order to ensure that all parties are fully informed about the Operator's operation. The following subjects will be among those reviewed during these meetings:

- flight operations
- continuing airworthiness and aircraft maintenance
- any other significant matter arising from inspections; and
- operator's procedures, if applicable.

Notwithstanding these matters, CASA retains the right to conduct inspections or audits, as it deems necessary, in order to verify that [foreign State] is fulfilling its safety oversight obligations as transferred from Australia. CASA will be permitted access to [CAA of foreign State] documentation concerning the Operator. Such inspections will occur only after reasonable notice is given to [foreign State].

Article IX

During the execution of this Agreement, and prior to any aircraft being made the object of a sub-lease, the [CAA of the foreign State], remaining the State of the Operator shall inform CASA of this intent. None of the functions and duties transferred from Australia to [foreign State] may be carried out under the authority of a third State without express written agreement of Australia.

Article X

Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between Parties and shall not be referred to any international tribunal, arbitration or third-party settlement.

Article XI

This Agreement may be amended by written agreement of the Parties.

Article XII

This Agreement, which supersedes all previous Agreements between Parties on this matter, shall enter into force upon signature of both Parties and shall remain in force until terminated.

In witness whereof, the undersigned Directors of CASA and [CAA of foreign State] have signed this present Agreement.

Signed

For the Government of [foreign State]

[Director General of Civil Aviation – CAA of foreign State]

Date: [day/month/year]

Signed

For the Government of Australia

Director of Aviation Safety – Civil Aviation Safety Authority

Date: [day/month/year]

Attachments

- Schedule 1 – Aircraft Affected by this Agreement.
- Schedule 2 – Responsibilities of Australia and [foreign State] related to Airworthiness.

This Agreement is made in two copies, in English and in [language of foreign State], and both are in force.

Schedule 1**AIRCRAFT AFFECTED BY THIS AGREEMENT**

Registered operator	Aircraft type	Registration	Serial number

Schedule 2**RESPONSIBILITIES OF AUSTRALIA AND [FOREIGN STATE] RELATED TO AIRWORTHINESS**

Note: Specific details are required to be entered in both of the 'Responsibilities' tables below. The content will depend upon the terms of the agreement, the aircraft and any other relevant factors pertaining to each agreement.

ICAO Reference	Subject	Responsibilities of Australia, the State of Registry	Responsibilities of [foreign State] the State of the Operator
Annex 8, Part II, Chapter 4; Doc 9642, Part II, Chapter 1; Doc 9389, Chapter 1, 1.1.4 & Chapter 6, 6.1.2.	Continuing airworthiness of aircraft	Develop or adopt requirements to ensure the continuing airworthiness of the aircraft during its service life. This requirement also covers the maintenance requirements of Annex 6.	
Annex 8, Part II, Chapter 4, 4.2.3, 4.2.4, 4.2.5; Doc 9642, Part VI, Chapter 1.	Communication with the State of Design	Communicate with the State of Design.	
Annex 8, Part II, Chapter 5; Doc 9642, Part IV, Chapter 3.	Validity of the CofA	Issue and re-issue of CofA.	
Annex 8, Part II, Chapter 6, 6.2.	Damage to Aircraft	Determine the condition of airworthiness of aircraft.	
Annex 6, Part II, Chapter 5.	Operation of Aircraft in compliance with the terms of the CofA		Assume responsibility of State of registry as defined in 5.2.4.
Annex 6, Part II, Chapter 8, 8.1.	Operator's maintenance responsibilities		Ensure that the responsibilities are contained in the Operator's MCM.

ICAO Reference	Subject	Responsibilities of Australia, the State of Registry	Responsibilities of [foreign State] the State of the Operator
Annex 6, Part II, Chapter 8, 8.1.1 (d).	Maintenance programme	Approval of Operator's maintenance programme.	Ensure that maintenance programme responsibilities and development procedures are contained in the MCM.
Annex 6, Part II, Chapter 8, 8.2.	Maintenance records	Inspect maintenance records and documents every six months.	Inspect in accordance with the requirements of the AOC.
Annex 6, Part II, Chapter 8, 8.3.	Continuing airworthiness information	Ensure that all Australian airworthiness requirements are understood by the operator.	Ensure that airworthiness reports are provided to Australia.
Annex 6, Part II, Chapter 8, 8.4: Doc 9642, Part VIII, Appendix A, 3.7.	Modifications and repair	Ensure that modifications or repairs are approved by the State of design/Manufacture and issue approval.	Ensure that procedures are contained in the Operator's MCM.

A.3 International Operations – Helicopters Agreement

AGREEMENT BETWEEN AUSTRALIA AND [foreign State] CONCERNING TRANSFER OF REGULATORY OVERSIGHT FUNCTIONS AND DUTIES

International Operations – Helicopters

Whereas the protocol relating to Article 83 bis of the Convention on International Civil Aviation (Chicago 1944) (hereinafter referred to as “the Convention”), to which Australia and [foreign State] are parties, entered into force on 20 June 1997.

Whereas Article 83 bis, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry’s functions and duties pertaining to Articles 12, 30, 31 and 32a of the Convention.

Whereas in line with ICAO Doc 9642, Part VIII, Chapter 1, and in light of ICAO Doc 8335, Chapter 10, it is necessary to establish precisely the international obligations and responsibilities of Australia, as the State of Registry of the aircraft, and [foreign State], as the State of the operator of the aircraft, in accordance with the Convention.

Whereas with reference to the relevant Annexes to the Convention, this Agreement organises the transfer from Australia to [foreign State] of functions and duties normally carried out by the State of registry, as set out in Articles III and IV below.

The Government of Australia and the Government of [foreign State] hereinafter referred to as the “Parties”.

Declaring their mutual commitment to the safety and efficiency of international aviation.

Recognising that both Governments have mutual interest in ensuring the flight safety of aircraft engaged in international air navigation for aircraft operating on the Australian Register of Aircraft and Flight Crew under an Air Operator Certificate (AOC) is issued by [foreign State].

Desiring to ensure the continued safety of the aircraft operating on the Australian Register under a transfer agreement.

Have agreed as follows:

Article I

The Agencies responsible for implementing this Agreement shall be the Civil Aviation Safety Authority (CASA) for the Government of Australia and the [foreign CAA] for the Government of [foreign State].

Article II

This agreement has been developed based on Articles 33 and 83 bis of the Convention. This Agreement pertains to the transfer of certain functions and duties contained in the International Civil Aviation Organization (ICAO) Annexes set out below between Australia and [foreign State] and is limited to aircraft on the Australian Register operated by [foreign State] air operators as specified by type, registration mark and serial number in the attached Schedule 1. In line with Chapter 10 of Doc 8335 and Part VIII, Chapter 1 of Doc 9642 issued by ICAO, it is necessary to establish the international obligations and functions and duties, according to the Convention, of Australia (State of Registry) and [foreign State] (State of the Operator) in accordance with Article 83 bis, the State of Registry may, by agreement with the State of the Operator, transfer to all or part of its functions and duties as the State of Registry. The State of Registry shall relieve the responsibility in respect of the functions and duties transferred.

Article III

In the case of Australia and [foreign State], Australia transfers to [foreign State] the following functions and duties, including oversight and control of relevant items contained in respective Annexes to the Convention:

Annex 1 – Personnel Licensing, for licences issued or rendered valid by the State of the Operator, Annex 1, 1.2.2.

Annex 2 – Rules of the Air, enforcement of compliance with the applicable rules and regulations relating to the flight manoeuvre of aircraft.

Annex 6 – Operation of Aircraft, Part III – International Operations – Helicopters. Functions and duties that are normally incumbent on the State of Registry. Functions and duties that are normally incumbent on the State of the Operator need to be transferred. Where functions and duties in Annex 6 Part 1 (particularly

Chapters 3, 4 and 6) may conflict with the functions and duties in Annex 8 – Airworthiness of Aircraft, allocation of specific functions and duties is defined in the attached Schedule 2.

Article IV

Responsibility for notifying directly other States of the existence and contents of this Agreement pursuant to Article 83 bis (b) rests with the State of the Operator. This Agreement, as well as any amendment to it, shall be registered with ICAO by the State of Registry or the State of the Operator in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (ICAO Doc 6685).

Article V

The [CAA of foreign State] shall ensure that a certified copy of this Agreement in English and in [language of foreign State] is placed on board each aircraft to which this Agreement applies. The [CAA of foreign State] shall also ensure that a certified true copy of the relevant Air Operator Certificate issued, in which the aircraft concerned will be duly listed and properly identified, is carried on board each aircraft.

Article VI

Under this agreement, the only responsibility related to airworthiness transferred to [foreign State] is the approval of line stations used by the Operator located away from the Operator's main base. This is accepted by [foreign State].

Article VII

The airworthiness procedures that are followed will be contained in the Operator's Maintenance Control Manual (MCM). Schedule 2 to this Agreement describes the functions and duties of the Parties related to airworthiness.

Article VIII

Meetings between CASA and [CAA foreign State] and other interested parties, upon request, will occur at six-month intervals [or within a shorter period if appropriate] initially to discuss both operations and airworthiness matters resulting from inspections that have been conducted by the respective inspectors. These meetings will take place in Australia, the State of the Operator or on middle ground for the purpose of resolving any discrepancies found as a result of the inspections and in order to ensure that all parties are fully informed about the Operator's operation. The following subjects will be among those reviewed during these meetings:

- flight operations
- continuing airworthiness and aircraft maintenance
- any other significant matter arising from inspections; and
- operator's procedures, if applicable.

Notwithstanding these matters, CASA retains the right to conduct inspections or audits, as it deems necessary, in order to verify that [foreign State] is fulfilling its safety oversight obligations as transferred from Australia. CASA will be permitted access to [CAA of foreign State] documentation concerning the Operator. Such inspections will occur only after reasonable notice is given to [foreign State].

Article IX

During the execution of this Agreement, and prior to any aircraft being made the object of a sub-lease, the [CAA of the foreign State], remaining the State of the Operator shall inform CASA of this intent. None of the functions and duties transferred from Australia to [foreign State] may be carried out under the authority of a third State without express written agreement of Australia.

Article X

Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between Parties and shall not be referred to any international tribunal, arbitration or third-party settlement.

Article XI

This Agreement may be amended by written agreement of the Parties.

Article XII

This Agreement, which supersedes all previous Agreements between Parties on this matter, shall enter into force upon signature of both Parties and shall remain in force until terminated.

In witness whereof, the undersigned Directors of CASA and [CAA of foreign State] have signed this present Agreement.

Signed

For the Government of [foreign State]

[Director General of Civil Aviation – CAA of foreign State]

Date: [day/month/year]

Signed

For the Government of Australia

Director of Aviation Safety – Civil Aviation Safety Authority

Date: [day/month/year]

Attachments

- Schedule 1 – Aircraft Affected by this Agreement.
- Schedule 2 – Responsibilities of Australia and [foreign State] related to Airworthiness.

This Agreement is made in two copies, in English and in [language of foreign State], and both are in force.

Schedule 1**AIRCRAFT AFFECTED BY THIS AGREEMENT**

Registered operator	Aircraft type	Registration	Serial number

Schedule 2**RESPONSIBILITIES OF AUSTRALIA AND [FOREIGN STATE] RELATED TO AIRWORTHINESS**

Note: Specific details are required to be entered in both of the 'Responsibilities' tables below. The content will depend upon the terms of the agreement, the aircraft and any other relevant factors pertaining to each agreement.

ICAO Reference	Subject	Responsibilities of Australia, the State of Registry	Responsibilities of [foreign State] the State of the Operator
Annex 8, Part II, Chapter 4; Doc 9642, Part II, Chapter 1; Doc 9389, Chapter 1, 1.1.4 & Chapter 6, 6.1.2.	Continuing airworthiness of aircraft	Develop or adopt requirements to ensure the continuing airworthiness of the aircraft during its service life. This requirement also covers the maintenance requirements of Annex 6.	
Annex 8, Part II, Chapter 4, 4.2.3, 4.2.4, 4.2.5; Doc 9642, Part VI, Chapter 1.	Communication with the State of Design	Communicate with the State of Design.	
Annex 8, Part II, Chapter 5; Doc 9642, Part IV, Chapter 3.	Validity of the CofA	Issue and re-issue of CofA.	
Annex 8, Part II, Chapter 6, 6.2.	Damage to Aircraft	Determine the condition of airworthiness of aircraft.	
Annex 6, Part III, Chapter 3, 3.2.3 & 3.2.4.	Operation of Aircraft in compliance with the terms of the CofA		Assume responsibility of State of registry as defined in 5.2.4.
Annex 6, Part III, Chapter 6, 6.1.	Operator's maintenance responsibilities		Ensure that the responsibilities are contained in the Operator's MCM.

ICAO Reference	Subject	Responsibilities of Australia, the State of Registry	Responsibilities of [foreign State] the State of the Operator
Annex 6, Part III, Chapter 6, 6.2.	Operator's MCM		Ensure that guidance contained in an MCM is acceptable to Australia.
Annex 6, Part III, Chapter 6, 6.3.	Maintenance programme	Approval of Operator's maintenance programme.	Ensure that maintenance programme responsibilities and development procedures are contained in the MCM.
Annex 6, Part III, Chapter 6, 6.4 & 6.8.	Maintenance records	Inspect maintenance records and documents every six months.	Inspect in accordance with the requirements of the AOC.
Annex 6, Part III, Chapter 6, 6.5.	Continuing airworthiness information	Ensure that all Australian airworthiness requirements are understood by the operator.	Ensure that airworthiness reports are provided to Australia.
Annex 6, Part III, Chapter 6, 6.6: Doc 9642, Part VIII, Appendix A, 3.7.	Modifications and repair	Ensure that modifications or repairs are approved by the State of design/Manufacture and issue approval.	Ensure that procedures are contained in the Operator's MCM.
Annex 6, Part III, Chapter 6, 6.1.2 & Annex 6, Part I, Chapter 8, 8.7.	Approved maintenance organisation	Approval of the Operator's base maintenance organisation and procedures for Chapter 8, 8.7.	Approval of the Operator's line maintenance arrangements away from main base. Ensure that procedures are contained in the Operator's MCM.

Appendix B – Exchange of letters

B.1 State of Registry letter for the aircraft being transferred

To: [CAA of Foreign State]

Subject: [Operator in Foreign State]

Date: [dd/mm/yyyy]

Dear Sir

As you are informed, the above-mentioned operator intends to lease [type] aeroplane, registration [number] from [Australian organisation].

Since we are unable, in this case, to fulfil the responsibilities of the State of Registry, we request that your Authority supervise flight operations and maintenance of the said aeroplane in accordance with ICAO Annex 6 Part 1 Chapter 3, while being operated by [operator in Foreign State] from [date] until [date].

We kindly ask you to observe that:

- the Australian airworthiness requirements that have to be complied with
- maintenance shall be performed only by the [regionally] approved organisation
- major incidents and accidents shall be reported to CASA; and
- any modifications performed during the lease period shall be stated and reported.

[Provide specific advice about any maintenance requirements associated with the particular aircraft for the term of the lease. These will vary depending upon the aircraft, system of maintenance and maintenance organisation capabilities and requirements]

Thank you for your attention.

Your early reply would be appreciated.

Yours faithfully

[Name]

Executive Manager, Regulatory Oversight Division

Civil Aviation Safety Authority Australia

B.2 State of operator letter in which the aircraft will be operated

To: Civil Aviation Safety Authority (CASA)

Subject: Dry [wet/damp if appropriate] lease of aircraft [type] registration [no.] from [company in Australia] to [operator in foreign State] to be operated in commercial air transport operations up to [date].

Dear Sirs

With reference to your letter [date/reference], we wish to inform you that [foreign CAA] is willing to accept, in accordance with the provisions of Article 83 bis of the Convention on International Civil Aviation, the continued transfer of operations, personnel and continuing airworthiness surveillance responsibilities related to the subject aircraft while being operated by [operator in foreign State] until [date].

In accordance with ICAO recommendations, please also consider that your delegation is understood and will be accomplished by [foreign CAA] with the following conditions. These conditions, in line with what has already been agreed in previous similar cases, provide working arrangements between CASA and [foreign CAA] describing how they discharge their legal responsibilities for the operations, personnel and continuing airworthiness surveillance of the subject aircraft when operated by [operator in foreign State] in commercial air transport operations under a dry lease agreement. These arrangements will also avoid undue burden on the operators by eliminating duplication of tasks as much as possible.

Delegated responsibilities and oversight/control functions:

1. ICAO Annex 6, Part I

2. ICAO Annex 8, (Part II), 4, 6 and 8 (only those portions that provide for aircraft operator and operator's Authority responsibilities in relation to the intended operations)

3. ICAO Annex I working arrangements:

- The aircraft must comply with Australian approved aircraft type design. [Foreign CAA] will be responsible for supervising compliance with this requirement after aircraft delivery all the time the aircraft is being operated by the national operator under foreign country of registration marks.
- The aircraft must comply with Australian Airworthiness Directives (AD). In this regard, the [foreign State] operator will be requested to make a subscription for applicable Australian ADs and any other airworthiness action mandated by CASA in accordance with the CASA current distribution system. CASA will provide, periodically, the [foreign CAA] Regional Office of [address and numbers] with an updated list of Australian ADs applicable to the aircraft type concerned and parts/products thereof. An alternative system to comply with these latter two conditions may be agreed to by [foreign CAA] and CASA, the involved counterparts, and the agreed solution should be included in the leasing contract. The aircraft may also be requested to comply with [foreign CAA] ADs applicable to the subject aircraft model or parts thereof, when an equivalent airworthiness action has not been made mandatory by CASA or more restrictive terms of compliance are mandated by [foreign CAA]. Terms of compliance with, and design implication of, the abovementioned mandatory airworthiness actions, as well as any derogation to the Australian ADs, if requested or necessary, will be coordinated between [foreign CAA] and CASA.
- Aircraft shall be maintained in accordance with the Approved Maintenance Program (AMP), approved by [foreign CAA] for the lessee for the specific type of aircraft. (Note: This may not be acceptable to the State of Registry and they might require the aircraft to be maintained to its current AMP.) Surveillance of aircraft maintenance will be performed by [foreign CAA] in accordance with its national procedures. Any variation, if requested, to the AMP (e.g. short-term interval extensions, escalations) will be approved by [foreign CAA] in accordance with the pertinent procedures approved for the [foreign State] operator. ([Foreign State] requirements and guidelines for AMP management are in line with the relevant [regional] requirements, guidelines and interpretative materials).
- Major repairs and modifications to be performed on the aircraft shall be approved by CASA. As an alternative, when delegated by CASA, [foreign CAA] may approve modifications or repairs in accordance with its national procedures or with procedures provided by CASA on a case-by-case basis. Minor repairs will be approved according to the procedures of the operator's Authority. Repairs in accordance with the approved Structural Repair Manual (SRM) are considered as approved. Any deviation from the SRM, once classified by [foreign CAA] as minor or major, will be approved in accordance with the abovementioned pertinent procedure.

The aircraft shall be operated in accordance with the CASA approved Aeroplane Flight Manual (AFM) and the [foreign CAA] approved Minimum Equipment List (MEL) that has to be not less restrictive than the approved Master Minimum Equipment List (MMEL). Any deviation from the approved MEL shall be approved by [foreign CAA] in accordance with the pertinent procedures approved for the [foreign State] operator.

- Aircraft shall be requested to be equipped in accordance with the [foreign State] operational requirements for the intended type of operations. Consequently, the CASA approved AFM may be requested to be integrated accordingly with the [foreign CAA] required and approved supplements, with the agreement of CASA. If major changes to aircraft type design would be necessary for such a configuration, they would be treated in accordance with the provisions described above.
- Information, written in English, on significant in-service occurrences that affect or could affect the continuing airworthiness of the aircraft shall be provided by the lessee to the organisations responsible for the type design, [foreign CAA] and CASA, as soon as possible but not later than two days after any such occurrence. [Foreign CAA] shall provide CASA with more detailed information on investigation processes of those major events for which mandatory airworthiness actions are taken or deemed necessary by [foreign CAA]. In case of in-service occurrences that could invalidate the aircraft Certificate of Airworthiness (CofA), [foreign CAA] is entitled to prevent aircraft from resuming any operations and shall also inform CASA in order to allow proper corrective actions.
- All the maintenance inspections, repairs and modifications to be performed on the aircraft have to be carried out by a [regional] appropriately approved/accepted maintenance organisation.
- Maintenance activities must be performed by personnel licensed or qualified within an organisation accepted by [foreign CAA] in accordance with national regulations.
- Flight operations will be conducted by the [foreign State] operator employing flight crew members holding an appropriately rated licence issued or validated by [foreign CAA] in accordance with national regulations and validated by CASA.
- Aircraft Certificate of Airworthiness (Note: Australian CofA are perpetual subject to maintenance and regulatory requirements) shall be renewed by CASA on the basis that the aircraft has been properly maintained and is in condition for safe operation. As agreed, and upon timely application from the lessee, [foreign CAA] will perform, in accordance with its internal procedures and the provisions of the present letter, a complete yearly inspection of the aircraft to determine whether it is in an airworthy condition. [Foreign CAA] will then provide CASA with the herein enclosed 'STATEMENT' with the attached copy of the relevant [foreign CAA] internal inspection report. A copy of this documentation shall be sent to [company] in Australia and kept aboard the aircraft together with the Australian CofA.
- The lessee shall be responsible for maintenance record keeping during the leasing period in accordance with ICAO Annex 6 and national procedures. All the maintenance records, as described in ICAO Annex 6, shall be transferred to the lessor when the aircraft will be leased back.
- Aircraft operations, being the aircraft operated under the [foreign State] lessee's AOC/licence, will be carried out under the provisions of the applicable [foreign State] rules and regulations. Surveillance will be accomplished by [foreign CAA] in accordance with the current national procedures.
- The lessor and lessee shall be engaged to provide free access for [foreign CAA] and CASA inspection, respectively, at any time it will be required. Maintenance and operational records must be up to date and available upon request from [foreign CAA] and CASA until the end of the delegation. The associated documents shall be issued in English.
- The leasing contract and the lessee's [foreign CAA] approved/accepted maintenance and organisation manuals must reflect the abovementioned conditions, as applicable.

The Agreement reached through this letter and your letter of delegation mentioned above will be registered with ICAO in accordance with ICAO provisions. The [foreign State] operator will be requested to keep on board during the lease period a certified, true copy of the abovementioned letters. If you need any further information, please do not hesitate to contact the undersigned.

Yours faithfully

Signed

Head of Maintenance Department of [Foreign State CAA]

Appendix C – Delegation of authority agreements

Note: A certified true copy of this agreement must be carried on board the transferred aircraft for the entire period of the agreement. It must be made available for inspection by officers of any Contracting State authority having due reason to view the document.

DELEGATION AGREEMENT BETWEEN AUSTRALIA AND [FOREIGN STATE] ON THE IMPLEMENTATION OF ARTICLE 83 bis OF THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

WHEREAS the Protocol relating to Article 83 bis of the Convention on International Civil Aviation (Chicago, 1944) (hereinafter referred to as 'the Convention') to which Australia and [foreign State] are parties, entered into force on 20 June 1997.

WHEREAS Article 83 bis, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry's functions and duties pertaining to Articles 12, 30, 31 and 32(a) of the Convention.

WHEREAS in line with ICAO Doc 9642, Part VIII, Chapter 1, and in light of ICAO Doc 8335, Chapter 10, it is necessary to precisely establish the international obligations and responsibilities of Australia (State of Registry) and [foreign State] (State of the Operator) in accordance with the Convention.

WHEREAS with reference to the relevant Annexes to the Convention, this Agreement organises the transfer from Australia to [foreign State] of responsibilities normally carried out by the State of Registry, as set out in paragraph 3 below.

The Civil Aviation Safety Authority of Australia
GPO Box 2005
ACT 2601
AUSTRALIA

And

The Civil Aviation Authority of [Foreign State]
[Foreign CAA address]

Hereinafter referred to as 'the Parties' have agreed, as follows, on behalf of their respective Governments, based on Articles 33 and 83 bis of the Convention:

General

1. In pursuance of the convention and law of Australia, [foreign State] shall be relieved of responsibility in respect of the functions and duties transferred to [foreign State] upon due publication or notification of this Agreement was determined in paragraph (b) of Article 83 bis.
2. The scope of this Agreement shall be limited to aircraft on the Register of Civil Aircraft of Australia and operated under leasing arrangement by [operator 1] and [operator 2], whose principal place of business is in [foreign State].

Definitions

- Lessor: Registered owner or operator of the aircraft.
- Lessee: Operator under the AOC by which the leased aircraft is operated.

The list of aircraft concerned, identified by type, registration number and serial number is reproduced in Schedule 1 attached, which also indicates the expiry date of each listed aircraft leasing arrangement.

Transferred responsibilities

3. Under this Agreement, the Parties agree that Australia transfer to [foreign State] the following responsibilities, including oversight and control of relevant items contained in the respective Annexes to the Convention:

- *Annex 1 – Personnel Licensing*, issuance or validation of licences issued or rendered valid by [foreign CAA]
- *Annex 2 – Rules of the Air*, enforcement of compliance with applicable rules and regulations relating to the flight and manoeuvre of aircraft.
- *Annex 6 – Operation of Aircraft (Part I – International Commercial Air Transport – Aeroplanes)* all responsibilities which are normally incumbent upon the State of Registry. Where responsibilities in Annex 6, Part I, may conflict with responsibilities in Annex 8 – Airworthiness of Aircraft, allocation of specific responsibilities are defined in the attached Appendix No. 01
- *Annex 8* – Under this Agreement, while the lessor Authority, Australia, will retain responsibility under the Convention for the regulatory oversight and control of the aircraft registered on its register in accordance with Annex 8 – Airworthiness of Aircraft, the responsibility for the maintenance surveillance of leased aircraft, operated under the AOC of the lessees, is hereby transferred to the lessee Authority [foreign State], including responsibilities in accordance with Annex 8, Part II, 3.4, Aircraft limitations and information, 3.5, Temporary loss of airworthiness, and Chapter 4, Continuing Airworthiness of Aircraft.

Schedule 2 hereunder describes the responsibilities of the Parties regarding the continuing airworthiness of aircraft.

Notification

4. Responsibility for notifying directly any States concerned of the existence and contents of this Agreement pursuant to Article 83 bis rests with the State of the Operator, [foreign State]. This Agreement, as well as any amendments to it, will also be registered with ICAO by CASA or [foreign CAA] as required by Article 83 of the Convention and in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (ICAO Doc 6685).

5. A certified true copy of this Agreement shall be placed on board each aircraft to which this Agreement applies. A certified true copy of the AOC issued to [operator 1] and [operator 2] by [foreign CAA] in which the aircraft concerned will be duly listed and properly identified, will be carried on board each aircraft.

Coordination

6. Meetings between [foreign CAA] and CASA will be arranged, as necessary, to discuss both operational and airworthiness matters resulting from inspections that have been conducted by the respective inspectors. These meetings may take place at the respective authorities' offices. The following subjects may be reviewed during these meetings:

- flight operations
- continuing airworthiness surveillance and aircraft maintenance
- operator's control manual procedure, as applicable
- any other significant matters arising from inspections.

Final

7. This Agreement will enter into force on its date of signature and end at the culmination of the respective aircraft leasing arrangements under which they are operated. The Parties shall agree in writing to any modification of this Agreement.

This Agreement is accepted and signed by:

Signed

Director of Aviation Safety, [CASA]

Signed

Director [Foreign CAA]

Schedule 1

Delegated Aircraft Affected by this Agreement

Registered operator	Aircraft type	Registration	Serial number	Leasing term

Schedule 2

Responsibilities of Australia and [foreign State] Regarding Airworthiness (see separate attachment - Appendix D below)

Appendix D – Airworthiness responsibilities agreement

Note: Whilst this topic is listed as a separate component, it is actually Schedule 2 to the Delegations Agreement listed above in Appendix C. This model closely follows the ICAO guidelines.

RESPONSIBILITIES OF AUSTRALIA AND [FOREIGN STATE] REGARDING AIRWORTHINESS CONTROL AND OVERSIGHT

I. Purpose

The purpose of this appendix is to provide detailed working arrangements between Australia and [foreign CAA] to allow them to discharge their responsibilities for the continuing airworthiness of dry-leased aircraft while being operated in commercial air transportation by [foreign State] operators.

II. Implementation

For implementation, the points of contact of the authorities are the following for all questions regarding airworthiness, major changes and matters of principle:

[CASA - address and numbers]

[Foreign CAA - address and numbers]

As far as the current activities to be performed in accordance with these procedures are concerned, CASA inspectors with the regulatory oversight responsibilities for a specific Australian registered aircraft will coordinate their specific intervention and the necessary exchange of information related to the present procedures.

III. Type Design Definition

The aircraft must conform to the type design approved or otherwise accepted by the State of Registry Authority, CASA.

The State of the Operator Authority will be responsible for supervising continuous compliance with this requirement after delivery for the period the aircraft is being operated by the national operator under Australian registration marks.

IV. Changes to the Type Design

The express permission of the aircraft's Certificate of Registration holder/Registered Operator/owner is required prior to the incorporation of any modification.

- Changes generated by the organisation responsible for the type design and approved by the State of Design Authority
 - Changes generated by the organisation responsible for the type design (typically in the form of aircraft manufacturer's service bulletins) and approved by the State of Design Authority are approved for incorporation in the series of aircraft to which the modification relates provided that no deviation from the modification is made.
- Other changes
 - changes to the type design are classified as major or minor by the State of Design Authority and/or by the State of Registry Authority and approved in accordance with the following procedure.
 - Changes to aircraft shall be approved by the State of Registry Authority for Australian registered aircraft. Approval requirements procedures are specified in Australian Civil Aviation Safety Regulation (CASR) Part 21, sub-part B and Civil Aviation Regulation (CAR) 35.
- Embodiment of approved changes
 - Embodiment on aircraft of the design changes approved in accordance with the above procedure will be performed by an appropriately approved/accepted maintenance organisation. Maintenance work shall be carried out and released by personnel licensed or qualified in accordance with foreign CAA requirements.

V. Flight Manual

The aircraft must be operated within the limitations described in the flight manual approved by the State of Registry Authority but may include amendments approved by the State of the Operator Authority subject to their acceptance by the State of Registry Authority.

VI. Continuing Airworthiness

In accordance with ICAO Annex 8, the State of Registry Authority shall adopt, or assess and take appropriate actions against, the mandatory airworthiness information issued by the State of Design Authority. The State of Registry Authority may also issue and make mandatory other airworthiness actions in respect of leased aircraft in addition to those mentioned earlier.

In application of the principles stated above, leased aircraft must comply with State of Registry's Airworthiness Directives (ADs) or other State of Registry mandatory airworthiness actions or information. The State of the Operator Authority shall ensure that the lessee is in receipt, in accordance with the system established by the State of Registry Authority, of all the applicable ADs or other mandatory airworthiness actions issued by the State of Registry Authority. For Australian registered aircraft in particular, all ADs issued by the State of Design applicable to the specific aircraft, products, parts and appliances thereof shall apply.

The State of the Operator Authority will be responsible to ensure that all applicable ADs and other mandatory airworthiness actions issued by the State of Registry Authority are properly applied to leased aircraft.

Delegation of the State of Registry Authority ADs or other mandatory airworthiness actions, if requested, will be coordinated between CASA and [foreign CAA] on a case-by-case basis.

The State of the Operator shall ensure that in-service events on the aircraft are reported by the lessee operator to its Authority in accordance with the national occurrence reporting-system requirements.

The State of the Operator Authority will be responsible for defining to the operator the type of service information to be reported to the State of Registry Authority. (ICAO Annex 6, Part I, 8.5.1 and Annex 8 Part II 4.2.8 refer). The document CASA – Aeronautical Notice [reference] (latest issue) describes the types of in-service information to be reported.

The State of the Operator Authority will ensure that a copy of reports on significant events that affect, or could affect, the continuing airworthiness of leased aircraft or invalidate their CofA is also forwarded by the lessee operator to the State of Registry Authority in order to allow proper corrective action. In such cases, the State of Registry Authority will accept that, in accordance with ICAO Annex 8, 6.2.1, the State of the Operator Authority is entitled to prevent the aircraft from resuming flight subject to the State of the Operator Authority advising the State of Registry Authority that they have taken suitable action.

The State of the Operator Authority shall ensure that the lessee operator transmits information on significant events affecting continuing airworthiness of leased aircraft to the organisation responsible for the type design (ICAO Annex 6, Part I, 8.5.1 and Annex 8, Part II, 4.2.5 refer).

The State of the Operator Authority and the State of Registry Authority will ensure the mutual exchange of information on any result arising from the investigation phases of significant in-service events in respect of leased aircraft.

The State of the Operator Authority will ensure that the operator obtains and assesses airworthiness information and recommendations available from the type design organisations and implements the resulting actions considered necessary by the State of the Operator Authority and the State of Registry Authority (ICAO Annex 6, Part I, 8.5.2 refers).

The State of the Operator Authority will ensure that the operator monitors and assesses maintenance and operational experience with respect to continuing airworthiness, flight safety and accident prevention (ICAO Annex 6, Part I, 3.6 and 8.5.1 refer). Relevant procedures shall be specified in the operator's Maintenance Manual Exposition (MME) or Maintenance Control Manual (MCM).

VII. Repairs

Application of repairs on aircraft will be made under the surveillance and responsibility of the State of the Operator Authority according to its usual procedures.

All major repairs, unless contained in the SRM, shall be approved by the State of Design Authority and the State of Registry Authority. Any damage resulting from a major incident should be notified to the State of Registry Authority prior to the commencement of any repair.

VIII. Maintenance

The State of the Operator Authority shall ensure that the operator's MME or equivalent manual (e.g. MCM) and aircraft maintenance program comply with the State of Registry and State of the Operator requirements as specified in this appendix. The State of the Operator Authority shall approve the MME or MCM and any revision thereof and ensure that the relevant copies are sent to the State of Registry Authority.

Leased aircraft, its engines and equipment will be maintained in accordance with the State of Registry Authority's approved maintenance program, with the approval of the State of the Operator Authority. Any permanent variation (e.g. interval escalation, changes to content and classification of, or deletion of maintenance tasks) to the aircraft maintenance program shall be approved by the State of Registry Authority with the agreement of the State of the Operator Authority. The maintenance program will be based on the Maintenance Review Board (MRB) report, manufacturer recommendations (e.g. Maintenance Planning Document - MPD) or internationally recognised standards. Where a reliability program forms part of, or is a condition within, the approved maintenance schedule approved by the State of Registry and the State of the Operator Authority, the State of the Operator Authority will ensure that the reliability program complies with national procedures and will monitor the effectiveness of such a program.

The lessee operator shall provide a copy of the aircraft reliability report to the State of Registry Authority.

Maintenance and airworthiness records will be kept by the aircraft operator (lessee) in accordance with procedures approved by the State of the Operator Authority. The records will be transferred by the lessee to the lessor at the end of the leasing period.

IX. Records

The State of Registry Authority shall ensure that maintenance and in-service records and documentation relevant to the leased aircraft, as stated in ICAO Annex 6, Parts I and III, accompany or be made available to the lessee at the time of aircraft delivery.

The State of the Operator Authority will ensure that the operator is responsible for maintaining aircraft records and for transferring them to the lessor when the aircraft is leased back.

The records will include:

- total time in service for the aircraft and life-limited components
- current compliance with all mandatory continuing airworthiness information
- details of modifications and repairs
- time in service since last overhaul and/or last inspection of the aircraft, instruments, equipment and components
- current aircraft inspection status; and
- details on maintenance activities performed. (ICAO Annex 6, Part I, 8.4 and Part III, 6.8; Annex 8, Part II, 4.2; and ICAO Doc 90642 – Continuing Airworthiness Manual, Part VIII, Appendix A, Section 3 refers).

The State of the Operator Authority shall ensure that the lessee operator shall make these records available for the lessor and the State of Registry Authority at the end of the leasing period and for each aircraft Certificate of Airworthiness renewal.

Authorities will ensure that at the time of aircraft transfer presentation of these records is arranged looking at the indications and bearing in mind the principles laid down in ICAO Doc 9642 – Continuing Airworthiness Manual, Part VIII, Appendix A.

Issue, validation and renewal of the aircraft CofA by the State of Registry Authority shall be considered an endorsement of the status of the aircraft documentation and its associated maintenance records.

In the course of the activities leading to the approval of the lease agreement and preceding aircraft delivery to the lessee, the CASA and [foreign CAA] inspectors in charge, with the assistance of the lessor and lessee, will coordinate to guarantee that the maintenance records and documentation used for the issuance, validation and renewal of the aircraft CofA by the State of Registry are those provided to the lessee for ensuring the continuing airworthiness of the aircraft during the lease period.

X. Flight Operations and Authorisation

The State of the Operator Authority shall be responsible for the authorisation of all operations in respect of a leased aircraft to be conducted in accordance with the State of Registry's approved aircraft flight manual and the State of the Operator Authority's approved operations manual.

The Minimum Equipment List (MEL) for each leased aircraft in accordance with which aircraft operations may be allowed shall be approved by the State of the Operator Authority and shall not be less restrictive than the relevant Master Minimum Equipment List (MMEL) approved by the State of Design Authority.

A copy of the Operator's MEL, including the amendment service, shall be provided by the aircraft operator to the State of Registry Authority.

XI. Surveillance and Inspection

During the terms of the lease, the State of the Operator Authority shall accomplish surveillance activities and inspections in respect of leased aircraft and the lessee operator in accordance with its current procedures in order to verify that aircraft operations are conducted in accordance with the applicable standards of airworthiness, operating requirements and the terms and conditions specified in the specific appendix. Each Authority shall notify the other Authority of any finding or act that affects the validity status of any certificate or documentation issued in respect of the leased aircraft or the terms and conditions of the lease authorisation or the lessee operator.

XII. Certificate of Airworthiness (CofA) Renewal

The CofA will be renewed by the State of Registry Authority on the basis that the aircraft has been properly maintained and is in condition for safe operation. To this end, the State of the Operator Authority shall ensure that the maintenance records be available at any time to the State of Registry Authority.

XIII. Cooperation

Each Authority shall ensure that the other Authority is kept informed of all applicable standards of airworthiness, operating requirements, design-related operational requirements and associated requirements of its State and will consult the other Authority on any proposed changes thereto to the extent that they may affect the implementation of this appendix.

Each Authority shall render such assistance as may reasonably be required by the other Authority in carrying out inspections, investigations and other functions in respect of the leased aircraft.

Signed

Head of maintenance/Operations [Foreign CAA]

Date [DD/MM/Year]

Signed

Executive Manager, Regulatory Oversight Division [for CASA]

Date [DD/MM/Year]

Appendix E – Registering an Article 83 bis agreement with ICAO

Notes

- This is a State of Registry responsibility.
- ICAO requires that all Article 83 bis agreements are registered with the Secretary General and the details are published by ICAO and are available for all Contracting States to view.

A copy of the Agreement and a covering letter from the CASA Director should be sent to ICAO for registration at the following address:

The Secretary General
Attention: Legal Bureau
International Civil Aviation Organisation
999 University Street
Montreal
Quebec H3C 5H7
Canada

ICAO will register the agreement and provide CASA with an Agreement Number. Details of the Agreement will be published in the ICAO quarterly document titled: *List of Agreements and Arrangements Concerning International Civil Aviation Registered with ICAO* (Doc 9771). Details of current and past registered Agreements can be found on the ICAO Website at: www.icao.int under “Legal”.

Appendix F – Commonwealth of Australia Gazette notice

F.1 Publishing details of an Article 83 bis Agreement in the Australian Commonwealth Gazette

Section 4A of the *Civil Aviation Act 1988* (the Act), which empowers ICAO Article 83 bis agreements, requires—under Section 4A(5)—that once an agreement has been signed and implemented, a notice to that effect must be published in the Australian Commonwealth Gazette.

The notice must be placed in the Gazette as soon as is practicable and must contain the following information:

- the Contracting State that is the other party to the agreement
- the date of commencement of the agreement or amendment
- the aircraft to which the agreement relates
- the functions of the State of Registry in respect of the aircraft transferred under the agreement; and
- the provisions of the Act that are stated in the agreement or amendment, in relation to the functions.

Note: Should an agreement cease to be in force, under Section 4A(7) of the Act, a notice will also be required to be placed in the Gazette stating the particulars of the cessation.

F.2 Process for lodging a notice in the Australian Commonwealth Gazette

Notices for publication in the Government Notices section of the Gazette, a Special Gazette, or a Periodic Gazette, can be lodged by e-mail (preferred method), or by fax, post or hand-delivered to the Attorney-General's Department, at the following contact points:

Contact information

Email address: gazettes@ag.gov.au

Fax address: (02) 6282 5140

Post: Gazette Office Attorney-General's Department 3-5 National Circuit BARTON ACT 2600

Hand-delivered: Gazette Office 63 Denison Street DEAKIN ACT 2600 (directly opposite the Royal Australian Mint)

If hard copy of a notice is faxed, posted or hand-delivered, an electronic Microsoft Word version of the notice must also be e-mailed to [<gazettes@ag.gov.au>](mailto:gazettes@ag.gov.au) (Other electronic formats might be acceptable by arrangement with the Gazette Office.) The electronic version of the notice must be an exact version of the signed or endorsed final notice, with the name of the signatory and date of signing inserted where relevant.

All notices for publication must be accompanied by a covering note clearly setting out the requirements. Copy must be confined to one side of the page and in A4 size. Pages must be numbered consecutively. Dates, proper names and signatures are to be shown clearly. Copy will be returned unpublished if not submitted in accordance with these requirements.

F.3 Lodgement closing times

All notices for publication must be lodged by the following times (except at holiday periods for which special advice of earlier closing times will be given).

Closing times

Government Notices Gazette: 10.00am Friday in the week before publication.

Special Gazette: 9.30am on the day of publication (advance notice is recommended).

Periodic Gazette: 7 working days before publication is required.

F.4 Charge for service

Notices placed in the Gazette are subject to a charge for service. Details of charges and other information can be obtained by contacting the Gazette Office by telephone on (02) 6203 9009.

Payment may be made by credit card, EFT, cheque, money order or customer account code (for account code customers only).