# TECHNICAL ARRANGEMENT ON AVIATION MAINTENANCE BETWEEN THE CIVIL AVIATION BUREAU THE MINISTRY OF LAND

# THE CIVIL AVIATION BUREAU, THE MINISTRY OF LAND, INFRASTRUCTURE, TRANSPORT AND TOURISM OF JAPAN

The CIVIL AVIATION AUTHORITY OF SINGAPORE (**CAAS**) and the CIVIL AVIATION BUREAU ("**JCAB**"), the Ministry of Land, Infrastructure, Transport and Tourism of Japan (hereinafter referred to individually as "Authority", and collectively as "Authorities"),

#### **Whereas**

- (A) The Authorities mutually commit that their respective laws, regulations, standards, practices, procedures and systems for the approval and monitoring of aviation maintenance in general, and approved maintenance organisations in particular, are sufficiently comparable to permit the acceptance of each other's maintenance oversight systems, in line with the procedures described in this Technical Arrangement.
- (B) The Authorities now wish to work in line with this Technical Arrangement on Aviation Maintenance from the date on which it is implemented, until such time as it is replaced by some other arrangement, revised by mutual commitment, or terminated by either of the Authorities.
- (C) Therefore, and without prejudice to the obligations of each Authority under its own laws, regulations, standards, practices, procedures and systems, the purpose of this Technical Arrangement is to avoid duplication of inspections and evaluations by:
  - (i) Enabling each Authority to recognise the other Authority's inspection and evaluation findings for the approval of maintenance organisations as its own inspection and evaluation findings; and
  - (ii) Enabling each Authority to recognise the other Authority's system for the release of civil aeronautical products to service after maintenance as its own release system.



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#### hereby come to the following mutual understanding.

#### **Definitions**

1.1 In this Technical Arrangement, unless the context otherwise requires, the following words will have the following meanings:

Area in relation to Japan means the national territory of Japan and, in relation to Singapore, means the national territory of Singapore;

Aeronautical product means any aircraft engine, propeller, sub assembly, appliance, material, part or component to be installed thereon but excludes aircraft;

Convention means the Convention on International Civil Aviation signed in Chicago on 7 December 1944;

*Maintenance* means the performance of:

(a)Inspection, overhaul, repair, preservation or modification of an Aeronautical product; or

(b)The replacement of parts, components, materials, appliances of an Aeronautical product with similar parts, components, materials and appliances;

Overseeing authority means the Authority having jurisdiction in its Area over a maintenance organisation that performs maintenance pursuant to this Technical Arrangement;

Responsible authority means the Authority having responsibility pursuant to the Convention for the safety oversight of the airworthiness of an Aeronautical product installed or to be installed on an aircraft registered in that Authority's State.

Technical records mean any documents that an owner or operator in respect of an Aeronautical product is required to keep in line with the aviation legislation which applies to the maintenance of that Aeronautical product and which identifies in a legible and permanent manner the name, signature or personal identifier of the person who performed maintenance on the Aeronautical product on the date as specified therein and the particulars of maintenance. Technical Records include but are not limited to: engine, propeller, and component log, technical drawing, x-ray film, Non-Destructive Test (NDT) report, laboratory report and engine test record.

#### 2 Scope

- 2.1 This Technical Arrangement is to establish a working arrangement between the Authorities to allow:
  - (a) The acceptance by one Authority of the maintenance performed on an Aeronautical product under the maintenance system of the other Authority and in the Area of the other Authority;
  - (b) The acceptance by one Authority of the evaluation and approval of maintenance organisations performed by the other Authority;
  - (c) The exchange of information regarding maintenance standards and maintenance certification systems; and
  - (d) Co-operation and assistance with respect to the maintenance of Aeronautical products.

#### 3 Maintenance and Certification

- 3.1 Each maintenance organisation that is approved by the Overseeing authority to provide maintenance services under this Technical Arrangement and which complies with Appendix 1 of this Technical Arrangement will be recognised by the Responsible authority as being able to perform or certify maintenance functions in respect of Aeronautical products maintained within the Area of the Overseeing authority.
- 3.2 A maintenance organisation which intends to get an approval for maintenance services under this Technical Arrangement has to apply to the Overseeing authority in accordance with separate procedure stipulated by the Overseeing authority at least 90 days prior to the expected approval date.
- 3.3 A maintenance organisation which has been approved by the Overseeing authority to provide maintenance services in line with this Technical Arrangement, must perform and certify that maintenance in line with, and otherwise comply with any conditions specified in, Appendix 1 of this Technical Arrangement.
- 3.4 In line with Paragraph 3.5 and Paragraph 3.6 of this Technical Arrangement, the certification of Aeronautical product maintenance covered by this Technical Arrangement will be accepted by the Authorities as follows:
  - (a) A CAAS Form (AW) 95 Authorised Release Certificate issued in line with this Technical Arrangement will be accepted by JCAB as equivalent to JCAB Form-18 Authorised Release Certificate.

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- (b) A JCAB Form-18 Authorised Release Certificate issued in line with this Technical Arrangement will be accepted by CAAS as equivalent to a CAAS Form (AW) 95 Authorised Release Certificate.
- 3.5 The design of any repairs and modifications to Aeronautical products which are not from the original equipment manufacturer will be approved in line with the requirements of the Responsible authority.
- 3.6 Where the maintenance involves the installation of an Aeronautical product, the Aeronautical product being installed must originate from an organisation approved by or otherwise acceptable to the Responsible authority.

#### 4 Mutual Co-operation and Technical Assistance

- 4.1 The Authorities will provide information regarding the matters of this Technical Arrangement, and will develop appropriate advisory publications and circulate these publications through established methods in their respective Areas to inform the public of the provisions of the Technical Arrangement and outline the special requirements necessary for persons to perform and certify work under the paragraphs of this Technical Arrangement.
- 4.2 The Authorities will provide each other with technical evaluation assistance upon request, to further the purposes and objectives of this Technical Arrangement. Such assistance may include, but is not limited to, reporting on maintenance organisation's continued compliance with the requirements of this Technical Arrangement.
- 4.3 The Authorities will provide each other with any regulations, standards, guidance material, policies, practices and interpretations relevant to this Technical Arrangement, and ensure that such documents are updated in a timely manner and any amendments provided to each other.
- 4.4 Where urgent or unusual situations develop that are within the scope of this Technical Arrangement but are not specifically addressed herein, the Authorities will consult each other, and upon mutual consent, take appropriate action, including modification of this Technical Arrangement where required.
- 4.5 The Authorities will, by mutual cooperation and with reasonable prior notice, allow each Authority to participate in the other's inspections and audits as an observer.
- 4.6 Either Authority may request the disclosure or review of any data concerning any approval granted under the Technical Arrangement by the other Authority from time to time. Disclosure of information by the other Authority is subjected to applicable statutory or other requirements relating to privacy or confidentiality.
- 4.7 With reasonable prior notification, the Authorities will allow each other to conduct independent inspections of each other's maintenance organisations to investigate serious maintenance issues and confirm the effective application of this Technical Arrangement.

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4.8 Notwithstanding any of the foregoing, the approval granted to a maintenance organisation to participate in this Technical Arrangement may be revoked by the Overseeing authority at the request of the Responsible authority, if the Responsible authority determines, on reasonable grounds, that the maintenance organisation is not maintaining the safety standards required under its airworthiness regulations.

#### 5 Notification

- 5.1 Each Authority will notify the other Authority of any instance of unsatisfactory compliance with any regulations or any condition set forth in this Technical Arrangement that affects the ability of an approved organisation to comply with the matters of this Technical Arrangement.
- 5.2 The Overseeing authority will promptly notify the other Authority of any investigations or enforcement action, including revocation or suspension taken against a maintenance organisation that it has approved to participate in this Technical Arrangement.

#### 6 Administration and Implementation

- 6.1 The CAAS Director, Flight Standards Division and the JCAB Director, Airworthiness Division will be the responsible persons for the administration and implementation of this Technical Arrangement.
- 6.2 Each Authority will prepare and publish a list of maintenance organisations that have received recognition under this Technical Arrangement.
- 6.3 The Authorities will also advise each other of any significant changes to their organisations that affect the administration and implementation of this Technical Arrangement, including but not limited to the identity of the holders of the posts mentioned in Paragraph 6.1.
- 6.4 The Authorities will jointly review this Technical Arrangement from time to time and may modify it as appropriate by mutual consent, each modification to be recorded in writing.
- 6.5 Any disagreement regarding the interpretation or application of this Technical Arrangement will be resolved by consultation between the persons identified at Paragraph 6.1, or their designated representative, the identity of which will be made known to the other Authority.
- 6.6 Appendix 1 as attached to this Technical Arrangement will be read with and form an integral part of this Technical Arrangement.

## 7 Costs and Expenses

7.1 The Authorities will each bear their own costs and expenses incurred in connection with the preparation and implementation of this Technical Arrangement.

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#### 8 Commencement

8.1 This Technical Arrangement will commence on 11 May 2020.

#### 9 Termination

9.1 Either Authority may terminate this Technical Arrangement at any time by giving written notice of its decision to the other Authority. This Technical Arrangement will terminate 180 days after the date of receipt of such notice, unless the said notice is withdrawn by mutual consent before the end of the 180-day period.

FOR THE CIVIL AVIATION AUTHORITY OF SINGAPORE (CAAS) FOR THE JAPAN CIVIL AVIATION BUREAU (JCAB)

Mr. Alan Foo Director (Flight Standards)

Flight Standards Division
Civil Aviation Authority of Singapore

Mr. KODA Toshihiro

Director

Airworthiness Division

Aviation Safety and Security Department the Civil Aviation Bureau, the Ministry of Land, Infrastructure, Transport and Tourism of

Jishi Koda

Japan

Date 20 MARCH 2020

Date 23 March 2020

#### **APPENDIX 1**

### **Recognition of Maintenance Organisations**

- 1. A maintenance organisation that is approved to provide maintenance services under this Technical Arrangement must comply with the requirements of this Appendix 1.
- 2. This Technical Arrangement only applies to maintenance organisations that are located within the Area of the Overseeing authority.
- 3. The maintenance organisation may only contract or subcontract maintenance services to be performed in line with this Technical Arrangement to:
- 3.1 Organisations located within the Area of the Overseeing authority and approved by the Overseeing authority under this Technical Arrangement;
- 3.2 Organisations located outside the Area of the Overseeing authority, only where
  - (a) the organisation is approved by the Responsible authority or be otherwise acceptable to the Responsible authority under the terms of an existing TA-M or bilateral maintenance agreement with the competent authority of the country in which the organisation is located; or
  - (b) any organisation, not specified in (a) (above), provided that the maintenance organisation extends its quality system to cover performance of maintenance by that organisation.
- 4. The maintenance organisation will include in its Exposition, either within the body of the manual or by means of a suitable supplement, the following items:
- 4.1 A statement signed by the current CEO or authorised accountable executive directing that personnel of the organisation to comply with the policies and procedures contained therein relating to the matters in this Technical Arrangement.
- 4.2 Confirmation that failure to comply with the matters in this Technical Arrangement, or with the policies and procedures described in the company Exposition, may be grounds for suspension or cancellation of any privileges granted pursuant to this Technical Arrangement.
- 4.3 Confirmation that the Responsible authority may have access to the organisation to confirm compliance with the requirements of this Technical Arrangement.
- 4.4 Procedure to ensure that:
  - (i) Maintenance is performed in line with the regulations of the Overseeing authority.

- (ii) Aeronautical products are released using appropriate release certificate required by the Overseeing authority.
- (iii) Any parts installed have been manufactured or maintained by organisations that are acceptable to the Responsible authority.
- (iv) The design of any repairs and modifications to Aeronautical products which are not from the Original Equipment Manufacturer or which would otherwise require approval of the Responsible authority will be approved in line with the requirements of the Responsible authority.
- (v) Regulations relating to Airworthiness Directives and Airworthiness Limitations of the Responsible authority are complied with.
- (vi) Technical Records are completed in line with the requirements of the Responsible authority.
- (vii) Any mandatory reportable conditions found in Aeronautical products are reported to the Responsible authority, Overseeing authority and customer.
- (viii) Relevant personnel in the maintenance organisation are trained and kept updated on the laws, regulations, standards, practices, procedures and systems relevant to this Technical Arrangement.
- 5. Notwithstanding any of the foregoing, either Authority may revoke the status and privileges of an organisation pursuant to this Technical Arrangement, where the Authority finds that the organisation is not maintaining the applicable standards or is otherwise not achieving the intent of this Technical Arrangement.

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