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I

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is obligatory)

REGULATIONS

COMMISSION REGULATION (EC) No 509/2009**of 16 June 2009****establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,

Having regard to Commission Regulation (EC) No 1580/2007 of 21 December 2007 laying down implementing rules for Council Regulations (EC) No 2200/96, (EC) No 2201/96 and (EC) No 1182/2007 in the fruit and vegetable sector ⁽²⁾, and in particular Article 138(1) thereof,

Whereas:

Regulation (EC) No 1580/2007 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XV, Part A thereto,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 138 of Regulation (EC) No 1580/2007 are fixed in the Annex hereto.

Article 2

This Regulation shall enter into force on 17 June 2009.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 16 June 2009.

For the Commission

Jean-Luc DEMARTY

*Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 350, 31.12.2007, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)

CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	MA	32,7
	MK	35,9
	TR	58,8
	ZA	28,0
	ZZ	38,9
0707 00 05	MK	31,4
	TR	117,1
	ZZ	74,3
0709 90 70	TR	112,3
	ZZ	112,3
0805 50 10	AR	65,5
	BR	104,3
	TR	54,8
	ZA	66,8
	ZZ	72,9
0808 10 80	AR	75,1
	BR	70,5
	CL	68,4
	CN	98,6
	NZ	105,7
	US	99,7
	UY	49,5
	ZA	80,5
	ZZ	81,0
0809 10 00	TN	146,2
	TR	190,7
	ZZ	168,5
0809 20 95	TR	424,1
	ZZ	424,1
0809 30	TR	141,4
	US	340,6
	ZZ	241,0
0809 40 05	AU	286,2
	CL	118,9
	ZZ	202,6

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

COMMISSION REGULATION (EC) No 510/2009**of 16 June 2009****approving non-minor amendments to the specification for a name entered in the register of protected designations of origin and protected geographical indications (Sabina (PDO))**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 510/2006 of 20 March 2006 on the protection of geographical indications and designations of origin for agricultural products and foodstuffs ⁽¹⁾, and in particular the first subparagraph of Article 7(4) thereof,

Whereas:

- (1) In accordance with the first subparagraph of Article 9(1), and in application of Article 17(2) of Regulation (EC) No 510/2006, the Commission has examined Italy's application for the approval of amendments to the specification of the protected designation of origin 'Sabina' registered on the basis of Commission Regulation (EC) No 1107/96 ⁽²⁾, as amended by Regulation (EC) No 1263/96 ⁽³⁾.

- (2) Since the amendments in question are not minor within the meaning of Article 9 of Regulation (EC) No 510/2006, the Commission published the amendment application in the *Official Journal of the European Union* ⁽⁴⁾, as required by the first subparagraph of Article 6(2) of that Regulation. As no statement of objection within the meaning of Article 7 of Regulation (EC) No 510/2006 has been sent to the Commission, the amendments should be approved,

HAS ADOPTED THIS REGULATION:

Article 1

The amendments to the specification published in the *Official Journal of the European Union* regarding the name in the Annex to this Regulation are hereby approved.

Article 2

This Regulation shall enter into force on the 20th day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 16 June 2009.

For the Commission

Mariann FISCHER BOEL

Member of the Commission

⁽¹⁾ OJ L 93, 31.3.2006, p. 12.

⁽²⁾ OJ L 148, 21.6.1996, p. 1.

⁽³⁾ OJ L 163, 2.7.1996, p. 19.

⁽⁴⁾ OJ C 284, 8.11.2008, p. 12.

ANNEX

Agricultural products intended for human consumption listed in Annex I to the Treaty

Class 1.5. Oils and fats (butter, margarine, oils, etc.)

ITALY

Sabina (PDO)

COMMISSION REGULATION (EC) No 511/2009**of 16 June 2009****derogating from Regulation (EC) No 793/2006 as regards the application in 2009 of Article 27 thereof in the French overseas departments of Guadeloupe and Martinique**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 247/2006 of 30 January 2006 laying down specific measures for agriculture in the outermost regions of the Union ⁽¹⁾, and in particular the second indent of Article 25 thereof,

Whereas:

(1) Article 27 of Commission Regulation (EC) No 793/2006 of 12 April 2006 laying down certain detailed rules for applying Council Regulation (EC) No 247/2006 laying down specific measures for agriculture in the outermost regions of the Union ⁽²⁾ provides for reductions to be applied in the event of late submission of an aid application.

(2) Since the beginning of 2009, the French overseas departments of Guadeloupe and Martinique have faced several weeks of major social unrest, which has disrupted the normal functioning of their economic and administrative processes. In particular, this led to the suspension of postal services and severely hampered the mobility of all economic operators. The local authorities therefore faced great difficulties in receiving and endorsing aid applications for measures to support local production under the French programme approved in accordance with Article 24(2) of Regulation (EC) No 247/2006. In 2009, strict compliance with the deadline for submission of applications, set by Article 25 of Regulation (EC) No 793/2006 as 28 February, is therefore incompatible with the disruption observed in these two departments.

(3) This situation is likely to affect the entitlement of farmers in these two departments to receive the full amount of aid to which they would normally be entitled.

(4) Given the exceptional circumstances, neither the reduction of 1 % per working day nor the exclusion provided for in Article 27 of Regulation (EC) No 793/2006 should be applied in 2009 for applications submitted by 31 March 2009 in the departments of Guadeloupe and Martinique.

(5) This deferral should in no way affect the inspection activities provided for in Chapter III of Title III of Regulation (EC) No 793/2006, nor should it affect compliance with the deadline for making aid payments, set by Article 29 of that Regulation as 30 June.

(6) The measures provided for in this Regulation are in accordance with the opinion of the Management Committee for Direct Payments,

HAS ADOPTED THIS REGULATION:

Article 1

For 2009 and by way of derogation from Article 27 of Regulation (EC) No 793/2006, the reduction and exclusion provided for in that Article shall not apply to aid applications for measures to support local production submitted by 31 March 2009 in the French overseas departments of Guadeloupe and Martinique.

Article 2

This Regulation shall enter into force on the day of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 16 June 2009.

For the Commission

Mariann FISCHER BOEL

Member of the Commission

⁽¹⁾ OJ L 42, 14.2.2006, p. 1.

⁽²⁾ OJ L 145, 31.5.2006, p. 1.

COMMISSION REGULATION (EC) No 512/2009**of 16 June 2009**

initiating a 'new exporter' review of Council Regulation (EC) No 1905/2003 imposing a definitive anti-dumping duty on imports of furfuryl alcohol originating in the People's Republic of China, repealing the duty with regard to imports from one exporter in this country and making these imports subject to registration

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

definitive antidumping duty of EUR 250 per tonne with the exception of four companies expressly mentioned which are subject to individual duty rates.

Having regard to the Treaty establishing the European Community,

D. GROUNDS FOR THE REVIEW

Having regard to Council Regulation (EC) No 384/96 of 22 December 1995 on protection against dumped imports from countries not members of the European Community⁽¹⁾ (the basic Regulation) and in particular Article 11(4) thereof,

- (4) The applicant alleges that it operates under market economy conditions as defined in Article 2(7)(c) of the basic Regulation. It further alleges that it did not export the product concerned to the Community during the period of investigation on which the anti-dumping measures were based, i.e. the period from 1 July 2001 to 30 June 2002 (the original investigation period) and that it is not related to any of the exporting producers of the product concerned which are subject to the above-mentioned anti-dumping measures.

After consulting the Advisory Committee,

Whereas:

- (5) The applicant further alleges that it began exporting the product concerned to the Community after the end of the original investigation period.

A. REQUEST FOR A REVIEW

- (1) The Commission has received an application for a 'new exporter' review pursuant to Article 11(4) of the basic Regulation. The application was lodged by Henan Hongye Chemical Company Ltd and its related companies Puyang Hongjian Resin Science & Technology Development Company Ltd and Puyang Hongye Imp. & Exp. Commerce Company Ltd (the applicant), an exporting producer in the People's Republic of China (the country concerned).

E. PROCEDURE

- (6) Community producers known to be concerned have been informed of the above application and have been given an opportunity to comment. No comments have been received.
- (7) Having examined the evidence available, the Commission concludes that there is sufficient evidence to justify the initiation of a 'new exporter' review, pursuant to Article 11(4) of the basic Regulation. Upon receipt of the claim mentioned below in recital 13, it will be determined whether the applicant operates under market economy conditions as defined in Article 2(7)(c) of the basic Regulation or alternatively whether the applicant fulfils the requirements to have an individual duty established in accordance with Article 9(5) of the basic Regulation. If so, the applicant's individual margin of dumping shall be calculated and, should dumping be found, the level of the duty to which its imports of the product concerned into the Community should be subject shall be determined.

B. PRODUCT

- (2) The product under review is furfuryl alcohol originating in the People's Republic of China (the product concerned), currently classifiable within CN code ex 2932 13 00.

C. EXISTING MEASURES

- (3) The measures currently in force are a definitive anti-dumping duty imposed by Council Regulation (EC) No 1905/2003⁽²⁾ under which imports into the Community of the product concerned originating in the People's Republic of China, including the product concerned produced by the applicant, are subject to a

- (8) If it is determined that the applicant fulfils the requirements to have an individual duty established, it may be necessary to amend the rate of duty currently applicable to imports of the product concerned from companies not individually mentioned in Article 1(2) of Regulation (EC) No 1905/2003.

⁽¹⁾ OJ L 56, 6.3.1996, p. 1.

⁽²⁾ OJ L 283, 31.10.2003, p. 1.

(a) Questionnaires

- (9) In order to obtain the information it deems necessary for its investigation, the Commission will send a questionnaire to the applicant.

(b) Collection of information and holding of hearings

- (10) All interested parties are hereby invited to make their views known in writing and to provide supporting evidence.
- (11) Furthermore, the Commission may hear interested parties, provided that they make a request in writing showing that there are particular reasons why they should be heard.
- (12) Attention is drawn to the fact that the exercise of most procedural rights set out in the basic Regulation depends on the parties making themselves known within the period provided for by the present Regulation.

(c) Market economy treatment/individual treatment

- (13) In the event that the applicant provides sufficient evidence that it operates under market economy conditions, i.e. that it meets the criteria laid down in Article 2(7)(c) of the basic Regulation, normal value will be determined in accordance with Article 2(7)(b) of the basic Regulation. For this purpose, duly substantiated claims must be submitted within the specific time limit set in Article 4(3) of this Regulation. The Commission will send claim forms to the applicant, as well as to the authorities of the People's Republic of China. This claim form may also be used by the applicant to claim individual treatment, i.e. that it meets the criteria laid down in Article 9(5) of the basic Regulation.

(d) Selection of the market economy country

- (14) In the event that the applicant is not granted market economy treatment but fulfils the requirements to have an individual duty established in accordance with Article 9(5) of the basic Regulation, an appropriate market economy country will be used for the purpose of establishing normal value in respect of the People's Republic of China in accordance with Article 2(7)(a) of the basic Regulation. The Commission proposes using United States of America again for this purpose as was done in the investigation which led to the imposition of measures on imports of the product concerned from the People's Republic of China. Interested parties are hereby invited to comment on the appropriateness of this choice within the specific time limit set in Article 4(1) of this Regulation.

- (15) Furthermore, in the event that the applicant is granted market economy treatment, the Commission may, if necessary, also use findings concerning the normal value established in an appropriate market economy country, e.g. for the purpose of replacing any unreliable cost or price elements in the People's Republic of China which are needed in establishing the normal value, if reliable required data are not available in the People's Republic of China. The Commission proposes using United States of America also for this purpose.

F. REPEAL OF THE DUTY IN FORCE AND REGISTRATION OF IMPORTS

- (16) Pursuant to Article 11(4) of the basic Regulation, the anti-dumping duty in force should be repealed with regard to imports of the product concerned which are produced and sold for export to the Community by the applicant. At the same time, such imports should be made subject to registration in accordance with Article 14(5) of the basic Regulation, in order to ensure that, should the review result in a finding of dumping in respect of the applicant, anti-dumping duties can be levied retroactively from the date of the initiation of this review. The amount of the applicant's possible future liabilities cannot be estimated at this stage of the proceeding.

G. TIME LIMITS

- (17) In the interest of sound administration, time limits should be stated within which:
- (a) interested parties may make themselves known to the Commission, present their views in writing and submit the replies to the questionnaire mentioned in recital 9 of this Regulation or provide any other information to be taken into account during the investigation,
- (b) interested parties may make a written request to be heard by the Commission;
- (c) interested parties may comment on the appropriateness of United States of America which, in the event that the applicant will not be granted market-economy treatment, is proposed as a market-economy country for the purpose of establishing normal value in respect of the People's Republic of China;
- (d) the applicant should submit a duly substantiated claim for market-economy treatment and/or for individual treatment pursuant to Article 9(5) of the basic Regulation.

H. NON-COOPERATION

- (18) In cases in which any interested party refuses access to or does not provide the necessary information within the time limits or significantly impedes the investigation, findings, affirmative or negative, may be made in accordance with Article 18 of the basic Regulation, on the basis of the facts available.
- (19) Where it is found that any interested party has supplied false or misleading information, the information shall be disregarded and use may be made, in accordance with Article 18 of the basic Regulation, of the facts available. If an interested party does not cooperate or cooperates only partially, and findings are therefore based on the facts available in accordance with Article 18 of the basic Regulation, the result may be less favourable to that party than if it had cooperated.

I. PROCESSING OF PERSONAL DATA

- (20) It is noted that any personal data collected in this investigation will be treated in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data ⁽¹⁾.

J. HEARING OFFICER

- (21) It is also noted that if interested parties consider that they are encountering difficulties in the exercise of their rights of defence, they may request the intervention of the Hearing Officer of DG Trade. He acts as an interface between the interested parties and the Commission services, offering, where necessary, mediation on procedural matters affecting the protection of their interests in this investigation, in particular with regard to issues concerning access to the file, confidentiality, extension of time limits and the treatment of written and/or oral submission of views. For further information and contact details, interested parties may consult the Hearing Officer's web pages on the website of DG Trade (<http://ec.europa.eu/trade>),

HAS ADOPTED THIS REGULATION:

Article 1

A review of Regulation (EC) No 1905/2003 is hereby initiated pursuant to Article 11(4) of Regulation (EC) No 384/96 in

⁽¹⁾ OJ L 8, 12.1.2001, p. 1.

order to determine if and to what extent the imports of furfuryl alcohol, falling within CN code ex 2932 13 00 (TARIC code 2932 13 00 90), originating in the People's Republic of China, produced and sold for export to the Community by Henan Hongye Chemical Company Ltd and its related companies Puyang Hongjian Resin Science & Technology Development Company Ltd and Puyang Hongye Imp. & Exp. Commerce Company Ltd (TARIC additional code A955) should be subject to the antidumping duty imposed by Regulation (EC) No 1905/2003.

Article 2

The anti-dumping duty imposed by Regulation (EC) No 1905/2003 is hereby repealed with regard to the imports identified in Article 1 of the present Regulation.

Article 3

The customs authorities are hereby directed, pursuant to Article 14(5) of Regulation (EC) No 384/96, to take the appropriate steps to register the imports identified in Article 1. Registration shall expire nine months following the date of entry into force of this Regulation.

Article 4

1. Interested parties, if their representations are to be taken into account during the investigation, must make themselves known to the Commission, present their views in writing and submit the replies to the questionnaire mentioned in recital 9 of this Regulation or any other information, unless otherwise specified, within 40 days of the entry into force of this Regulation. Interested parties may also apply in writing to be heard by the Commission within the same 40-day time limit. Attention is drawn to the fact that the exercise of most procedural rights set out in the basic Regulation depends on the party making itself known within the aforementioned period.

2. Parties to the investigation wanting to comment on the appropriateness of United States of America, which is proposed as a market economy third country for the purpose of establishing normal value in respect of the People's Republic of China, must submit their comments within 10 days of the date of entry into force of this Regulation.

3. A duly substantiated claim for market economy treatment and/or individual treatment must reach the Commission within 40 days of the date of the entry into force of this Regulation.

4. All submissions and requests made by interested parties must be made in writing (not in electronic format,

unless otherwise specified) and must indicate the name, address, e-mail address, telephone and fax numbers of the interested party. All written submissions, including the information requested in this Regulation, questionnaire replies and correspondence provided by interested parties on a confidential basis shall be labelled as '*Limited*' ⁽¹⁾ and, in accordance with Article 19(2) of Regulation (EC) No 384/96, shall be accompanied by a non-confidential version, which will be labelled '*For inspection by interested parties*'.

European Commission
Directorate-General for Trade
Directorate H
Office N105 4/92
1049 Brussels
BELGIUM
Fax +32 22956505

Article 5

Any information relating to the matter and/or any request for a hearing should be sent to the following address:

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 16 June 2009.

For the Commission
Catherine ASHTON
Member of the Commission

⁽¹⁾ This means that the document is for internal use only. It is protected pursuant to Article 4 of Regulation (EC) No 1049/2001 of the European Parliament and of the Council (OJ L 145, 31.5.2001, p. 43). It is a confidential document pursuant to Article 19 of Council Regulation (EC) No 384/96 (OJ L 56, 6.3.1996, p. 1) and Article 6 of the WTO Agreement on Implementation of Article VI of the GATT 1994 (Anti-dumping Agreement).

II

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is not obligatory)

DECISIONS

COUNCIL

COUNCIL DECISION

of 30 March 2009

on the signature of an Agreement on civil aviation safety between the European Community and Canada

(2009/469/EC)

THE COUNCIL OF THE EUROPEAN UNION,

HAS DECIDED AS FOLLOWS:

Having regard to the Treaty establishing the European Community, and in particular Articles 80(2) and 133(4) in conjunction the first sentence of the first subparagraph of Article 300(2) thereof,

Having regard to the proposal from the Commission,

Whereas:

- (1) The Commission has negotiated on behalf of the Community an Agreement on civil aviation safety with Canada in accordance with the Council Decision of 21 April 2004 authorising the Commission to open negotiations.
- (2) The Agreement negotiated by the Commission should be signed, subject to its possible conclusion at a later stage.
- (3) The Member States should take the necessary measures in order to ensure that their bilateral agreements with Canada on the same subject are terminated as of the date of entry into force of the Agreement,

Article 1

The signing of the Agreement on civil aviation safety between the European Community and Canada is hereby approved on behalf of the Community, subject to the Council Decision concerning the conclusion of the Agreement.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement on behalf of the Community, subject to its conclusion.

Done at Brussels, 30 March 2009.

For the Council
The President
I. LANGER

AGREEMENT**on civil aviation safety between the European Community and Canada**

The EUROPEAN COMMUNITY and CANADA hereinafter referred to collectively as 'the Parties',

CONSIDERING that each Party has determined, by a long practice of technical exchanges and bilateral arrangements between members of the European Community (EC) and Canada, that the standards and systems of the other Party for the airworthiness and environmental certification or acceptance of Civil Aeronautical Products are sufficiently equivalent to its own to make an agreement practicable,

RECOGNISING the emerging trend toward multinational design, production, and interchange of Civil Aeronautical Products,

DESIRING to promote civil aviation safety and environmental quality and compatibility and facilitate the exchange of Civil Aeronautical Products,

DESIRING to enhance cooperation and increase efficiency in matters relating to civil aviation safety,

CONSIDERING that their cooperation can positively contribute in encouraging greater international harmonisation of standards and processes,

CONSIDERING the possible reduction of the economic burden imposed on the aviation industry and operators by redundant technical inspections, evaluations, and testing,

RECOGNISING the mutual benefit of improved procedures for the reciprocal acceptance of approvals and testing as regards airworthiness, environmental protection, aircraft maintenance facilities, and continuing airworthiness,

RECOGNISING that any such reciprocal acceptance needs to offer an assurance of conformity with applicable technical regulations or standards equivalent to the assurance offered by a Party's own procedures,

RECOGNISING that any such reciprocal acceptance also requires confidence by each Party in the continued reliability of the other Party's conformity assessments,

RECOGNISING the respective commitments of the Parties under bilateral, regional and multilateral agreements dealing with civil aviation safety and environmental compatibility,

HAVE AGREED AS FOLLOWS:

Article 1**Objectives**

The objectives of this Agreement are:

- (a) To establish, consistent with the legislation in force within each Party, principles and arrangements in order to enable the reciprocal acceptance of approvals issued by either Party's Competent Authorities in the fields covered by this Agreement, as detailed in Article 4.
- (b) To allow the Parties to adapt to the emerging trend toward multinational design, manufacture, maintenance, and interchange of Civil Aeronautical Products, involving the common interests of the Parties concerning civil aviation safety and environmental quality.
- (c) To promote cooperation toward sustaining safety and environmental quality objectives.

- (d) To promote and facilitate the continuing exchange of Civil Aeronautical Products and services.

Article 2**Definitions**

The following terms and definitions shall apply to this Agreement:

- (a) 'Airworthiness Approval' means a finding that the design or change to a design of a Civil Aeronautical Product meets standards established by the applicable legislation in force in either Party or that a product conforms to a design that has been found to meet those standards and is in a condition of safe operation.
- (b) 'Civil Aeronautical Product' means any civil aircraft, aircraft engine, or aircraft propeller or sub-assembly, appliance, part, or component installed or to be installed thereon.

- (c) 'Competent Authority' means a government agency or entity that is designated as a Competent Authority by a Party for the purposes of this Agreement, that exercises a legal right to assess conformity of, to monitor and to control the use or sale of, Civil Aeronautical Products or services within a Party's jurisdiction and that may take enforcement action to ensure that such products or services marketed within that Party's jurisdiction comply with applicable legal requirements.
- (d) 'Design-related Operational Requirements' means the operational or environmental requirements affecting either the design features of the product or data on the design relating to the operations or maintenance of the product that make it eligible for a particular kind of operation.
- (e) 'Environmental Approval' means a finding that a Civil Aeronautical Product complies with standards established by the applicable legislation in force in either Party concerning noise and/or exhaust emissions.
- (f) 'Maintenance' means the performance of inspection, overhaul, repair, preservation, or the replacement of parts, appliances, or components with the exception of pre-flight inspection of a Civil Aeronautical Product to assure the continued airworthiness of that product, and includes embodiment of Modifications; but does not include the design of repairs and Modifications.
- (g) 'Monitoring' means the periodic surveillance by a Competent Authority to determine continuing compliance with the appropriate applicable standards.
- (h) 'Technical Agent' means, for Canada, the Canadian organisation responsible for civil aviation and for the European Community, the European Aviation Safety Agency (EASA).

Article 3

General Obligations

1. Each Party shall, as specified in the Annexes to this Agreement, which form an integral part thereof, accept or recognise results of specified procedures, used in assessing conformity with specified legislative, regulatory, and administrative measures of that Party, produced by the other Party's Competent Authorities, with the understanding that the conformity assessment procedures utilised assure conformity to the satisfaction of the receiving Party, with applicable legislative, regulatory and administrative measures of that Party, equivalent to the assurance offered by the receiving Party's own procedures.

2. Paragraph 1 of this Article shall only apply when transitional arrangements, which may be set out in the Annexes to this Agreement, have been completed.

3. This Agreement shall not be construed to entail reciprocal acceptance of standards or technical regulations of the Parties and, unless otherwise specified in this Agreement, shall not entail the mutual recognition of the equivalence of standards or technical regulations.

4. Nothing in this Agreement shall be construed to limit the authority of a Party to determine, through its legislative, regulatory and administrative measures, the level of protection it considers appropriate for safety, for the environment, and otherwise with regard to risks within the scope of the applicable Annex to this Agreement.

5. The findings made by delegated persons or approved organisations, authorised by the applicable legislation of either Party to make the same findings as a Competent Authority, shall be given the same validity as those made by a Competent Authority itself for the purposes of this Agreement. An entity of one Party responsible for the implementation of this Agreement, as defined in Article 7, may on occasion, and upon prior notification to its counterpart within the other Party, interact directly with a delegated person or approved organisation of that other Party.

Article 4

General Scope of Coverage

1. This Agreement applies to:

- (a) the Airworthiness Approval and Monitoring of Civil Aeronautical Products;
- (b) the continuing airworthiness of in-service aircraft;
- (c) the approval and Monitoring of production and manufacturing facilities;
- (d) the approval and Monitoring of maintenance facilities;
- (e) the Environmental Approval and environmental testing of Civil Aeronautical Products; and
- (f) related cooperative activities.

2. When European Community competence is exercised in relation to air operations, flight crew licensing and the approval of synthetic training devices, the Parties may agree on additional Annexes, including transitional arrangements, specific to each area in accordance with the procedure specified in Article 16.

Article 5

Competent Authorities

1. When an entity is eligible under the legislation of a Party, it shall be recognised as Competent Authority by the other Party, once it has been audited by its Party to determine that:

- (a) it fully complies with the legislation of its Party;
- (b) it is familiar with the requirements of the other Party, for the type and scope of certification it applied for; and
- (c) it is capable of carrying out the obligations contained in the Annexes.

2. A Party shall notify the other Party of the identity of a Competent Authority once it has successfully completed the audit. The other Party may contest the technical competence or compliance of that Competent Authority in accordance with paragraph 6 of this Article.

3. The entities identified in Appendix 1 and 2 shall be deemed to comply with the provisions of paragraph 1 of this Article for the implementation respectively of Annex A and B at the time of entry into force of this Agreement.

4. The Parties shall ensure that their Competent Authorities are capable and remain capable of properly assessing conformity of products or organisations, as applicable and as covered in the Annexes to this Agreement. In this regard, the Parties shall ensure that their Competent Authorities are subject to regular audit or assessment.

5. The Parties shall consult as necessary to ensure the maintenance of confidence in conformity assessment procedures. This consultation may include participation from one Party in the regular audits related to conformity assessment activities or other assessments of Competent Authorities of the other Party.

6. In the event of a Party's contestation of the technical competence or compliance of a Competent Authority, the contesting Party shall notify in writing the other Party of its contestation of the technical competence or compliance of the relevant Competent Authority and of its intent to suspend the acceptance of the findings of the relevant Competent Authority. Such contestation shall be exercised in an objective and reasoned manner.

7. Any contestation notified in accordance with paragraph 6 of this Article shall be discussed by the Joint Committee established pursuant to Article 9, which may decide to suspend acceptance of the findings of that Competent Authority or that verification of its technical competence is required. Such verification shall normally be carried out in a timely manner by the Party having jurisdiction over the Competent Authority in question, but may be carried out jointly by the Parties if they so decide.

8. If the Joint Committee has not been able to resolve a contestation notified in accordance with paragraph 6 of this Article, within 30 days of its notice, the contesting Party may suspend acceptance of the findings of the Competent Authority in question but shall accept the findings made by that Competent Authority before the date of the notice. Such suspension may remain in effect until the Joint Committee has resolved the matter.

Article 6

Safeguard Measures

1. Nothing in this Agreement shall be construed to limit the authority of a Party to take all appropriate and immediate measures whenever there is a reasonable risk that a product or a service may:

- (a) compromise the health or safety of persons;
- (b) not meet the applicable legislative, regulatory, or administrative measures of that Party within the scope of this Agreement; or
- (c) otherwise fail to satisfy a requirement within the scope of the applicable Annex to this Agreement.

2. Where either Party takes measures pursuant to paragraph 1 of this Article, it shall inform the other Party in writing within 15 working days of taking such measures, providing reasons for it.

Article 7

Communications

1. The Parties agree that communications between themselves for the implementation of this Agreement shall be dealt with by:

- (a) as regards technical matters, the Technical Agents;

(b) as regards all other matters:

— for Canada: The Department of Transport,

— for the European Community: the European Commission and the Competent Authorities of the Member States, where applicable.

2. Upon signature of this Agreement the Parties will communicate to each other the relevant contact points.

Article 8

Mutual Cooperation, Assistance and Transparency

1. Each Party shall inform the other Party of all its relevant laws, regulations, standards, and requirements, and of its certification system.

2. The Parties shall notify each other of their proposed significant revisions to their relevant laws, regulations, standards, and requirements, and to their certification systems insofar as these revisions may have an impact on this Agreement. To the maximum extent practicable, they shall offer each other an opportunity to comment on such revisions and give due consideration to such comments.

3. The Parties shall, as appropriate, develop procedures on regulatory cooperation and transparency for all activities they conduct which fall within the scope of this Agreement.

4. The Parties agree, subject to their applicable legislation, to provide each other, on request and in a timely manner, information related to accidents, incidents or occurrences related to the subject matters covered by this Agreement.

5. For the purpose of investigating and resolving safety issues by mutual cooperation, the Parties shall allow each other to participate in each other's inspections and audits on a sample basis or conduct joint inspections and audits as appropriate.

Article 9

Joint Committee of the Parties

1. A Joint Committee is established, consisting of representatives from each Party. The Joint Committee shall be responsible for the effective functioning of this Agreement and shall meet at regular intervals to evaluate the effectiveness of its implementation.

2. The Joint Committee may consider any matter related to the functioning and implementation of this Agreement. In particular it shall be responsible for:

(a) reviewing and taking appropriate action with respect to contestations as specified in Article 5;

(b) resolving any question relating to the application and implementation of this Agreement, including those questions not otherwise resolved in the Joint Sectorial Committee established pursuant to the relevant Annex;

(c) considering ways to enhance the operation of this Agreement and make as appropriate recommendations to the Parties for the amendment of this Agreement;

(d) considering specific amendments to the Annexes;

(e) coordinating, as appropriate, the development of additional Annexes;

(f) adopting, as appropriate, working procedures on regulatory cooperation and transparency for all activities referred to in Article 4 which are not otherwise developed by Joint Sectorial Committees.

3. The Joint Committee shall draw up its own rules of procedure within one year of coming into force of this Agreement.

Article 10

Suspension of Reciprocal Acceptance Obligations

1. A Party may suspend, in whole or in part, its obligations specified under an Annex of this Agreement, where:

(a) the other Party fails to fulfil its obligations specified under that Annex of this Agreement; or

(b) one or more of its own Competent Authorities cannot implement new or additional requirements adopted by the other Party in the field covered by that Annex of this Agreement; or,

(c) the other Party fails to maintain the legal and regulatory means and measures required to implement the provisions of this Agreement.

2. Before suspending its obligations, a Party shall request consultations under Article 15. Should consultations not resolve a disagreement that relates to any of the Annexes, either Party may notify the other Party of its intention to suspend the acceptance of findings of compliance and approvals under the Annex, over which there is disagreement. Such notification shall be in writing and detail the reasons for suspension.

3. Such suspension shall take effect 30 days after the date of the notification, unless, prior to the end of this period, the Party, which initiated the suspension, notifies the other Party in writing that it withdraws its notification. Such suspension shall not affect the validity of findings of compliance, certificates and approvals made by the Party's Technical Agents or Competent Authority in question prior to the date the suspension took effect. Any such suspension that has become effective may be rescinded immediately upon an exchange of written correspondence to that effect by the Parties.

Article 11

Confidentiality

1. Each Party agrees to maintain, to the extent required under its legislation, the confidentiality of information received from the other Party under this Agreement.

2. In particular, subject to their respective legislation, the Parties shall neither disclose to the public, nor permit a Competent Authority to disclose to the public, information received from each other under this Agreement that constitutes trade secrets, confidential commercial or financial information, or information that relates to an ongoing investigation. To this end such information shall be considered proprietary and be appropriately marked as such.

3. A Party or a Competent Authority may, upon providing information to the other Party or a Competent Authority of the other Party, designate the portions of the information that it considers to be exempt from disclosure.

4. Each Party shall take all reasonable precautions necessary to protect information received under this Agreement from unauthorised disclosure.

Article 12

Cost recovery

1. Neither Party shall impose fees or charges on natural or legal persons whose activities are regulated under this Agreement for conformity assessment services covered under this Agreement and provided by the other Party.

2. Each Party shall endeavour to ensure that any fees or charges imposed by its Technical Agent on a legal or natural person whose activities are regulated under this Agreement shall be just, reasonable and commensurate with the certification and surveillance services provided, and shall not create a barrier to trade.

3. Each Party's Technical Agent shall have the right to recover through fees and charges applied to natural or legal persons whose activities are regulated under this Agreement, the costs related to the implementation of the applicable Annex and of audits and inspections made in application of paragraph 5 of Article 5 and paragraph 5 of Article 8.

Article 13

Other Agreements

1. Except where otherwise specified in the Annexes, obligations contained in agreements concluded by either Party with a third country not party to this Agreement shall have no force and effect with regard to the other Party in terms of acceptance of the results of conformity assessment procedures in the third country.

2. Upon entry into force, this Agreement shall supersede the bilateral aviation safety agreements between Canada and the Member States of the European Union with respect to any matters covered by this Agreement.

3. This Agreement shall not affect the rights and obligations of the Parties under any other international agreement.

Article 14

Territorial Application

Except where otherwise specified in the Annexes of this Agreement, this Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied, and under the conditions laid down in that Treaty and, on the other hand, to the territory of Canada.

Article 15

Consultations and Settlement of Disagreements

1. Either Party may request consultations with the other Party on any matter related to this Agreement. The other Party shall reply promptly to such a request and shall enter into consultations at a time agreed by the Parties within 45 days.

2. The Parties shall make every effort to resolve any disagreement between them regarding their cooperation under this Agreement at the lowest possible technical level by consultation in accordance with provisions contained in the Annexes to this Agreement.

3. In the event that any disagreement is not resolved as provided for in paragraph 2 of this Article, either Technical Agent may refer the disagreement to the Joint Committee of the Parties, which shall consult on the matter.

Article 16

Entry Into Force, Termination and Amendment

1. This Agreement shall enter into force on the date of the last note of an exchange of Diplomatic Notes in which the Parties notify each other of the completion of their internal procedures necessary for the entry into force of this Agreement. The Agreement shall remain in force until terminated by either Party.

2. A Party may terminate this Agreement at any time upon six months written notification to the other Party, unless the said notice of termination has been withdrawn by mutual consent of the Parties before the expiry of this period.

3. Where a Party seeks to amend the Agreement by removing one or more Annexes and preserving the other Annexes, the Parties shall seek to amend this Agreement by consensus, in accordance with the procedures in this Article. Failing such consensus, the Agreement shall terminate at the end of six months from the date of notice unless otherwise agreed by the Parties.

4. Parties may amend this Agreement by mutual written consent. An amendment to this Agreement shall enter into force on the date of the latest written notification by one Party to the other Party that its domestic procedures for entry into force have been completed.

5. Notwithstanding the provisions of paragraph 4 of this Article, the Parties may agree to amend the existing Annexes or add new ones by means of an exchange of Diplomatic Notes between the Parties. These amendments shall enter into force subject to the terms agreed in the exchange of Diplomatic Notes.

6. Following termination of this Agreement, each Party shall maintain the validity of any Airworthiness Approvals, Environmental Approvals or certificates issued under this Agreement prior to its termination, subject to their continued compliance with that Party's applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned duly authorised to that effect, have signed this Agreement.

Done at Prague, in duplicate, on the sixth day of May in the year two thousand and nine, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish and Swedish languages, each version being equally authentic.

За Европейската общност
Por la Comunidad Europea
Za Evropské společenství
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Euroopa Ühenduse nimel
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Eiropas Kopienas vārdā
Europos bendrijos vardu
Az Európai Közösség részéről
Ghall-Komunità Ewropea
Voor de Europese Gemeenschap
W imieniu Wspólnoty Europejskiej
Pela Comunidade Europeia
Pentru Comunitatea Europeană
Za Európske spoločenstvo
Za Evropsko skupnost
Euroopan yhteisön puolesta
För Europeiska gemenskapen



За Канада
Por Canadá
Za Kanadu
For Canada
Für Kanada
Kanada nimel
Για τον Καναδά
For Canada
Pour le Canada
Per il Canada
Kanādas vārdā
Kanados vardu
Kanada részéről
Ghall-Kanada
Voor Canada
W imieniu Kanady
Pelo Canadá
Pentru Canada
Za Kanadu
Za Kanado
Kanadan puolesta
För Kanada



*Appendix 1***List of competent authorities, which are deemed to comply with the provisions of Article 5.1 as regards Annex A**

1. Competent authorities as regards design approvals

- For Canada: the Canadian organisation responsible for civil aviation.
- For the European Community: the European Aviation Safety Agency.

2. Competent authorities as regards production oversight

- For Canada: the Canadian organisation responsible for civil aviation.
- For the European Community: the European Aviation Safety Agency, the Competent Authorities of Member States.

*Appendix 2***Competent Authorities of the 27 EU Member States, which are deemed to comply with the provisions of Article 5.1 as regards Annex B**

ANNEX A

PROCEDURE FOR THE CERTIFICATION OF CIVIL AERONAUTICAL PRODUCTS**1. Scope**

- 1.1. This Procedure (hereinafter referred to as the 'Procedure') applies to:
 - 1.1.1. The reciprocal acceptance of findings of compliance with design, environmental and Design-related Operational Requirements for Civil Aeronautical Products, made by the Technical Agent of the Party acting as the authorised representative of the State of design.
 - 1.1.2. The reciprocal acceptance of findings that new or used Civil Aeronautical Products comply with airworthiness and environmental import requirements of either Party.
 - 1.1.3. The reciprocal acceptance of the approvals of design changes and repair designs of Civil Aeronautical Products performed under the authority of either Party.
 - 1.1.4. Cooperation and assistance on continued airworthiness of in-service aircraft.
- 1.2. For the purposes of this Procedure the following terms shall be defined as follows:
 - (a) 'Authorized Release Certificate' means a declaration by a person or organisation under the jurisdiction of the Exporting Party that a Civil Aeronautical Product, other than a complete aircraft, is either a newly manufactured product or is released after maintenance has been performed on it.
 - (b) 'Export Certificate of Airworthiness' means an export declaration by a person or organisation under the jurisdiction of the Exporting Party that a complete aircraft, also under the jurisdiction of the Exporting Party, conforms to the airworthiness and environmental requirements notified by the Importing Party.
 - (c) 'Exporting Party' means the Party from which a Civil Aeronautical Product is exported.
 - (d) 'Importing Party' means the Party to which a Civil Aeronautical Product is imported.

2. Joint Sectorial Committee on Certification

- 2.1. Composition
 - 2.1.1. A Joint Sectorial Committee on Certification is established. This Committee shall include representatives from each Party responsible at managerial level for:
 - 2.1.1.1. Civil Aeronautical Product certification;
 - 2.1.1.2. production, where different from persons covered by subparagraph 2.1.1.1.;
 - 2.1.1.3. certification regulations and standards and
 - 2.1.1.4. internal standardisation inspections or quality control systems.
 - 2.1.2. Any other person, as jointly decided by the Parties, who can facilitate fulfilling the mandate of the Joint Sectorial Committee on Certification may be invited to that Committee.
 - 2.1.3. The Joint Sectorial Committee on Certification shall establish its own rules of procedure.
- 2.2. Mandate
 - 2.2.1. The Joint Sectorial Committee on Certification shall meet at least once a year to ensure the effective functioning and implementation of this Procedure and shall, inter alia:
 - (a) decide, as appropriate, on working procedures to be used to facilitate the certification process;

- (b) decide, as appropriate, on technical standard orders for the purposes of subparagraph 3.3.7 of this Procedure;
 - (c) evaluate regulatory changes in each Party to ensure that certification requirements remain current;
 - (d) elaborate, as appropriate, proposals for the Joint Committee regarding amendments to this Procedure, other than those referred to in subparagraph 2.2.1(b);
 - (e) ensure that the Parties share a common understanding of this Procedure;
 - (f) ensure that the Parties apply this Procedure in a consistent manner;
 - (g) resolve any difference on technical issues arising out of the interpretation or the implementation of this Procedure, including differences that may arise in the determination of certification bases or the application of special conditions, exemptions and deviations;
 - (h) organise, as appropriate, reciprocal participation by one Party in the other Party's internal standardisation or quality control system;
 - (i) identify, where appropriate, focal points responsible for the certification of each Civil Aeronautical Product imported or exported between the Parties; and
 - (j) develop effective means for cooperation, assistance and exchange of information regarding safety and environmental standards and certification systems to minimise to the maximum extent possible, differences between the Parties.
- 2.2.2. Should the Joint Sectorial Committee on Certification be unable to resolve differences in accordance with subparagraph 2.2.1(g), it shall report the issue to the Joint Committee and ensure the implementation of the decision reached by that Committee.
- 3. Design Approvals**
- 3.1. General Provisions
- 3.1.1. This Procedure covers the design approvals and changes thereof for: type certificates, supplemental type certificates, repairs, parts and appliances.
- 3.1.2. For the implementation of this Procedure, the Parties agree that the demonstration of capability of a design organisation to assume its responsibilities is sufficiently controlled by either Party, to satisfy any difference in specific requirements of the other Party.
- 3.1.3. An application for a design approval shall be made to the Importing Party through the Exporting Party, where appropriate.
- 3.1.4. The bodies responsible for the implementation of this section 3 relative to design approvals shall be the Technical Agents.
- 3.2. Certification Basis
- 3.2.1. For the purpose of issuing a Type Certificate, the Importing Party shall use the applicable standards for a similar product of its own that were in effect when the application for the original Type Certificate was submitted to the Exporting Party.
- 3.2.2. Subject to subparagraph 3.2.5 and for the purpose of approving a design change or repair design, the Importing Party shall specify a change to the certification basis established under subparagraph 3.2.1. when it considers such change appropriate for the design change or repair design.

- 3.2.3. Subject to subparagraph 3.2.5., the Importing Party shall specify any special condition applied or intended to be applied to novel or unusual features not covered by the applicable airworthiness and environmental standards.
- 3.2.4. Subject to subparagraph 3.2.5., the Importing Party shall specify any exemption to or deviation from the applicable standards.
- 3.2.5. When specifying special conditions, exemptions, deviations or changes to the certification basis, the Importing Party shall give due consideration to those of the Exporting Party and shall not be more demanding for the products of the Exporting Party than it would be for similar products of its own. The Importing Party shall notify the Exporting Party of any such special condition, exemption deviation or change to the certification basis.
- 3.3. Certification Process
- 3.3.1. The Exporting Party shall provide to the Importing Party all the information necessary for the Importing Party to become and remain familiar with individual Civil Aeronautical Products of the Exporting Party and their certification.
- 3.3.2. For each design approval, the Parties shall develop a certification programme, on the basis of the working procedures determined by the Joint Sectorial Committee on Certification, as appropriate.
- 3.3.3. The Importing Party shall issue its Type Certificate or Supplemental Type Certificate for an aircraft, engine or propeller when:
- (a) the Exporting Party has issued its own certificate;
 - (b) the Exporting Party certifies to the Importing Party that the type design of a product complies with the certification basis as set out in Paragraph 3.2; and
 - (c) all issues raised during the certification process have been resolved.
- 3.3.4. Changes to type design for a Civil Aeronautical Product for which the importing Party has issued a type certificate shall be approved as follows:
- 3.3.4.1. The Exporting Party shall classify the design changes in two categories in accordance with the working procedures determined by the Joint Sectorial Committee on Certification.
- 3.3.4.2. For the category of design changes that require the involvement of the Importing Party, the Importing Party shall approve the design changes following receipt of a written statement by the Exporting Party that the design changes comply with the certification basis as set out in paragraph 3.2. In order to fulfil its obligations under this subparagraph, the Exporting Party may provide individual statements for each design change or collective statements for lists of approved design changes.
- 3.3.4.3. For all other design changes the approval of the Exporting Party constitutes a valid approval of the Importing Party without additional action.
- 3.3.5. Changes to the design of a Civil Aeronautical Product for which the importing Party has issued a supplemental type certificate shall be approved as follows:
- 3.3.5.1. The Exporting Party shall classify the design changes in two categories in accordance with the working procedures determined by the Joint Sectorial Committee on Certification.
- 3.3.5.2. For the category of design changes that require the involvement of the Importing Party, the Importing Party shall approve the design changes following receipt of a written statement by the Exporting Party that the design changes comply with the certification basis as set out in Paragraph 3.2. In order to fulfil its obligations under this subparagraph, the Exporting Party may provide individual statements for each design change or collective statements for lists of approved design changes.

- 3.3.5.3. For all other design changes, the approval of the Exporting Party constitutes a valid approval of the Importing Party without additional action.
- 3.3.6. Repair designs of Civil Aeronautical Products for which the Importing Party has issued a Type Certificate shall be approved as follows:
- 3.3.6.1. The Exporting Party shall classify the repair designs in two categories in accordance with the working procedures determined by the Joint Sectorial Committee on Certification.
- 3.3.6.2. For the category of repair designs that require the involvement of the Importing Party, the Importing Party shall approve the designs following receipt of a written statement by the Exporting Party that the repair designs comply with the certification basis as set out in Paragraph 3.2. In order to fulfil its obligations under this subparagraph, the Exporting Party may provide individual statements for each major repair design or collective statements for lists of approved repair designs.
- 3.3.6.3. For all other repair designs, the approval of the Exporting Party constitutes a valid approval of the Importing Party without additional action.
- 3.3.7. For parts and appliances approved on the basis of technical standard orders decided by the Joint Sectorial Committee on Certification in accordance with Paragraph 2.2. of this Procedure, the approval of parts and appliances issued by the Exporting Party shall be recognised by the Importing Party as equivalent to its own approvals issued in accordance with its legislation and procedures.
- 3.4. Design-related Operational Requirements
- 3.4.1. The Importing Party, upon request from the Exporting Party, shall advise the Exporting Party of its current Design-related Operational Requirements.
- 3.4.2. The Importing Party shall determine with the Exporting Party, either on a case by case basis, or by the development of a list of specific current Design-related Operational Requirements for certain categories of products and/or operations, the Design-related Operational Requirements for which it shall accept the written certification and compliance statement of the Exporting Party.
- 3.5. Continuing Airworthiness
- 3.5.1. The two Parties shall cooperate in analysing airworthiness aspects of accidents and incidents occurring in relation to Civil Aeronautical Products to which this Agreement applies and which are such as would raise questions concerning the airworthiness of such products.
- 3.5.2. The Exporting Party shall, in respect of Civil Aeronautical Products designed or manufactured under its jurisdiction, determine any appropriate action necessary to correct any unsafe condition of the type design that may be discovered after a Civil Aeronautical Product is placed in service, including any actions in respect of components designed and/or manufactured by a supplier under contract to a prime contractor in the territory under the Exporting Party's jurisdiction.
- 3.5.3. The Exporting Party shall, in respect of Civil Aeronautical Products designed or manufactured under its jurisdiction, assist the Importing Party in determining any action considered to be necessary by the Importing Party for the continued airworthiness of the products.
- 3.5.4. Each Party shall keep the other Party informed of all mandatory airworthiness directives, or other actions which it determines are necessary for the continued airworthiness of Civil Aeronautical Products designed or manufactured under the jurisdiction of either Party and that are covered by this Agreement.
4. **Production Approval**
- 4.1. For the implementation of this Procedure, the Parties agree that the demonstration of the capability of a production organisation to assume production quality assurance and control of Civil Aeronautical Products is sufficiently controlled by the oversight of such organisation by a Competent Authority of either Party, to satisfy any difference in specific requirements of the other Party.

- 4.2. When a production approval under the regulatory oversight of one Party includes manufacturing sites and facilities in the other Party's territory or in a third country, the former Party shall remain responsible for the surveillance and oversight of these manufacturing sites and facilities.
- 4.3. The Parties may seek assistance from the civil aviation authority of a third country in the fulfilment of their regulatory surveillance and oversight functions when an approval by either Party has been granted or extended by formal agreement or arrangement with that third country.
- 4.4. The bodies responsible for the implementation of this section 4 relative to production approvals shall be the Competent Authorities as referred to in Article 5 of the Agreement.

5. **Export Airworthiness Approvals**

5.1. General

- 5.1.1. The Exporting Party shall issue export airworthiness approvals for Civil Aeronautical Products exported to the Importing Party under the conditions defined in Paragraphs 5.2 and 5.3.
- 5.1.2. The Importing Party shall accept the Exporting Party's export airworthiness approvals issued in accordance with Paragraphs 5.2 and 5.3.
- 5.1.3. The identification of parts and appliances with the specific markings required by the Exporting Party's legislation shall be recognised by the Importing Party as complying with its own legal requirements.

5.2. Export Certificates of Airworthiness

5.2.1. New Aircraft

- 5.2.1.1. An Exporting Party through its Competent Authority responsible for the implementation of this procedure shall issue an Export Certificate of Airworthiness, for a new aircraft, certifying that the aircraft:

- (a) conforms to a type design approved by the Importing Party in accordance with this Procedure;
- (b) is in a condition for safe operation, including compliance with the applicable airworthiness directives of the Importing Party, as notified by that Party;
- (c) meets all additional requirements prescribed by the Importing Party, as notified by that Party.

5.2.2. Used aircraft

- 5.2.2.1. For a used aircraft for which a design approval was granted by the Importing Party, the Exporting Party through its Competent Authority responsible for the oversight of the Certificate of Airworthiness of that aircraft shall issue an Export Certificate of Airworthiness certifying that the aircraft:

- (a) conforms to a type design approved by the Importing Party in accordance with this Procedure;
- (b) is in a condition for safe operation, including compliance with all applicable airworthiness directives of the Importing Party, as notified by that Party;
- (c) has been properly maintained using approved procedures and methods during its service life, as evidenced by logbooks and maintenance records; and
- (d) meets all additional requirements prescribed by the Importing Party, as notified by that Party.

5.2.2.2. For used aircraft manufactured under its jurisdiction, each Party agrees to assist upon request the other Party in obtaining information regarding:

- (a) the configuration of the aircraft at the time it left the manufacturer; and
- (b) subsequent installations on the aircraft that it has approved.

5.2.2.3. The Parties shall also accept each other's Export Certificates of Airworthiness for used aircraft manufactured and/or assembled in a third country when the conditions of subparagraphs 5.2.2.1(a) to (d) have been met.

5.2.2.4. The Importing Party may request inspection and maintenance records that include, but are not limited to:

- (a) the original or certified true copy of an Export Certificate of Airworthiness, or its equivalent, issued by the Exporting Party;
- (b) records which verify that all overhauls, major changes, and repairs were accomplished in accordance with the requirements approved or accepted by the Exporting Party; and
- (c) maintenance records and log entries which substantiate that the used aircraft has been properly maintained throughout its service life in accordance with the requirements of an approved maintenance program.

5.3. Authorised Release Certificate

5.3.1. New engines and propellers

5.3.1.1. The Importing Party shall accept the Exporting Party's Authorised Release Certificate on a new engine or propeller, only when the Certificate provides that such engine or propeller:

- (a) conforms to a type design approved by the Importing Party in accordance with this Procedure;
- (b) is in a condition for safe operation, including compliance with the applicable airworthiness directives of the Importing Party, as notified by that Party; and
- (c) meets all additional requirements prescribed by the Importing Party, as notified by that Party.

5.3.1.2. The Exporting Party shall export all new engines and propellers with an Authorised Release Certificate issued in accordance with its legislation and procedures.

5.3.2. New sub-assemblies, parts and appliances

5.3.2.1. The Importing Party shall accept the Exporting Party's Authorised Release Certificate on a new sub-assembly, part, including a modified and/or replacement part, or appliances, only when the Certificate provides that such sub-assembly or part:

- (a) conforms to design data approved by the Importing Party;
- (b) is in a condition for safe operation; and
- (c) meets all additional requirements prescribed by the Importing Party, as notified by that Party.

5.3.2.2. The Exporting Party shall export all new parts with an Authorised Release Certificate issued in accordance with its legislation and procedures.

6. **Technical Assistance**

6.1. The Parties, where appropriate through their Competent Authorities, shall provide technical assistance to each other, upon request.

6.2. Types of assistance may include, but are not limited to, the following:

6.2.1. Determination of Compliance:

- (a) to witness tests;
- (b) to perform compliance and conformity inspections;
- (c) to review reports; and
- (d) to obtain data.

6.2.2. Monitoring and Oversight:

- (a) to witness first article inspection of parts;
 - (b) to monitor the controls on special processes;
 - (c) to conduct sample inspections on production parts;
 - (d) to monitor the activities of delegated persons or approved organisations referred to in Article 3.5 of the Agreement;
 - (e) to conduct investigations of service difficulties; and
 - (f) to evaluate and oversee production quality systems.
-

ANNEX B

PROCEDURE FOR MAINTENANCE**1. Scope**

This Procedure (hereinafter referred to as the 'Procedure') applies to the reciprocal acceptance of findings in the field of aircraft maintenance for aircraft and components intended for installation thereon.

2. Applicable Legislation

The Parties agree that, for the purposes of this Procedure, compliance with the applicable legislation relating to maintenance of one Party and with the regulatory requirements specified in Appendix B1 of this Procedure amounts to compliance with the applicable legislation of the other Party.

The Parties agree that, for the purposes of this Procedure, each Party's Competent Authorities certification practices and procedures provide for an equivalent proof of compliance with the requirements referred to in the previous paragraph.

The Parties agree that, for the purposes of this Procedure, the respective standards of the Parties pertaining to licensing of maintenance personnel are considered to be equivalent.

3. Definitions

For the purposes of this Procedure, the following terms shall be defined as follows:

- (a) 'Aircraft' means any machine that can derive support in the atmosphere from the reactions of the air other than reactions of the air against the earth's surface;
- (b) 'Component' means any engine, propeller, part or appliance;
- (c) 'Large aircraft' means an aircraft, classified as an aeroplane with a maximum take-off mass of more than 5 700 kg, or a multi-engined helicopter; and
- (d) 'Modification' means a change affecting the construction, configuration, performance, environmental characteristics, or operating limitations of a Civil Aeronautical Product.

4. Joint Sectorial Committee on Maintenance**4.1. Composition**

4.1.1. A Joint Sectorial Committee on Maintenance is established. It shall include representatives from each Party responsible at managerial level for:

- (a) the approval of maintenance organisations;
- (b) the implementation of legislation and standards relating to maintenance organisations;
- (c) the internal standardisation inspections or quality control systems.

4.1.2. Any other person, as jointly decided by the Parties, who can facilitate fulfilling the mandate of the Joint Sectorial Committee on Maintenance, may be invited to that Committee.

4.1.3. The Joint Sectorial Committee on Maintenance shall establish its own rules of procedure.

4.2. Mandate

4.2.1. The Joint Sectorial Committee on Maintenance shall meet at least once a year to ensure the effective functioning and implementation of this Procedure and shall, inter alia:

- (a) evaluate the regulatory changes in the Parties to ensure that the requirements detailed in Appendix B1 of this Procedure remain current;
- (b) ensure that the Parties share a common understanding of this Procedure;
- (c) ensure that the Parties apply this Procedure in a consistent manner;
- (d) resolve any difference on technical issues arising out of the interpretation or the implementation of this Procedure, including differences that may arise out of the interpretation or the implementation of this Procedure;

- (e) organise, as appropriate, reciprocal participation by one Party in the other Party's internal standardisation or quality control system; and
 - (f) elaborate, as appropriate, proposals for the Joint Committee regarding amendments to this Procedure.
- 4.2.2. Should the Joint Sectorial Committee on Maintenance fail to resolve differences in accordance with subparagraph 4.2.1(d) of this Procedure, it shall report the issue to the Joint Committee and ensure the implementation of the decision reached by that Committee.

5. Maintenance Organisation Approval

- 5.1. Any maintenance organisation of one Party that has been certified by a Competent Authority of that Party to perform maintenance functions shall be required to have a supplement to its maintenance manual in order to comply with the requirements set out in Appendix B1 of this Procedure. When it is satisfied that the supplement meets the requirements set out in Appendix B1, the said Competent Authority shall issue an approval attesting compliance with the applicable requirements of the other Party and specifying the scope of tasks that the maintenance organisation can perform on aircraft registered in that other party. Such scope of ratings and limitations shall not exceed that contained in its own certificate.
- 5.2. The approval issued in accordance with Paragraph 5.1 by the Competent Authority of one Party shall be notified to the other Party and shall constitute a valid approval for the other Party without additional action.
- 5.3. Recognition of an approval certificate pursuant to Paragraph 5.2 shall apply to the maintenance organisation at its principal place of business, as well as at its other locations that are identified in the relevant manual and are subject to the oversight of a Competent Authority.
- 5.4. The Parties may seek assistance from the civil aviation authority of a third country in the fulfilment of their regulatory surveillance and oversight functions when an approval by both Parties has been granted or extended by formal agreement or arrangement with that third country.
- 5.5. A Party through its Competent Authority shall promptly notify the other Party of any changes to the scope of the approvals it has issued in accordance with Paragraph 5.1, including revocation or suspension of the approval.

6. Non-compliance

- 6.1. Each Party shall notify the other Party of major non-compliances with any applicable legislation or any condition set forth in this Procedure that impairs the ability of an organisation approved by that other Party to perform maintenance under the terms of this Procedure. Following such notification, the other Party shall carry out the necessary investigation and report to the notifying Party on any action taken within 15 working days.
- 6.2. In case of disagreement between the Parties on the effectiveness of the action taken the notifying Party may require the other Party to take immediate action to prevent the organisation from performing maintenance functions on Civil Aeronautical Products under its regulatory oversight. Should the other Party fail to take such action within 15 working days of the request by the notifying Party, the powers granted to the Competent Authority of the other Party under this Procedure shall be suspended until the issue is satisfactorily resolved by the Joint Committee, in accordance with the provisions of the Agreement. Until the Joint Committee issues a decision on the matter, the notifying Party may take any measure it deems necessary to prevent the organisation from performing maintenance functions on Civil Aeronautical Products under its regulatory oversight.
- 6.3. The bodies responsible for communicating under this section 6 shall be the Technical Agents.

7. Technical Assistance

- 7.1. The Parties, where appropriate through their Competent Authorities, shall provide technical evaluation assistance to each other, upon request.
- 7.2. Types of assistance may include, but are not limited to, the following:
- (a) monitoring and reporting regarding continued compliance with the requirements described in this Procedure by maintenance organisations under the jurisdiction of either Party;
 - (b) conduct of and reporting on investigations; and
 - (c) technical evaluation.
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*Appendix B1***Specific Regulatory Requirements**

The recognition by one Party of a maintenance organisation under the jurisdiction of the other Party pursuant to section 5 of this Procedure shall be based upon the maintenance organisation adopting a supplement to its maintenance manual which shall, at a minimum, provide the following:

- (a) a statement of commitment signed by the current accountable manager that the organisation shall comply with the manual and its supplement;
 - (b) that the organisation shall comply with the customer work order, taking particular note of requested airworthiness directives, Modifications and repairs and of the requirement that any parts used were manufactured or maintained by organisations acceptable to the other Party;
 - (c) that the customer issuing the work order has established the approval of the appropriate Competent Authority for any design data for Modifications and repairs;
 - (d) that the release of Civil Aeronautical Product is in conformity with applicable legislative and regulatory requirements;
 - (e) that any Civil Aeronautical Product under the jurisdiction of the other Party found in an un-airworthy condition shall be reported to the other Party and customer.
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CORRIGENDA

Corrigendum to Commission Regulation (EC) No 30/2009 of 16 January 2009 amending Regulation (EC) No 1032/2006 as far as the requirements for automatic systems for the exchange of flight data supporting data link services are concerned

(Official Journal of the European Union L 13 of 17 January 2009)

On page 20, Article 1, point 1:

for: ‘... paragraph 4 is added:

“4. Air navigation service providers ...”’,

read: ‘... paragraph 3a is added:

“3a. Air navigation service providers ...”’.

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