



**Working Arrangement  
between  
the European Union Aviation Safety Agency  
(EASA)  
and  
the Civil Aviation Authority of Singapore  
(CAAS)  
on maintenance organisations**

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The European Union Aviation Safety Agency (EASA) and the Civil Aviation Authority of Singapore (CAAS) hereinafter referred to as the "Parties",

Considering the common interest of the Parties to enhance aviation safety and environmental compatibility,

Recalling that the Parties entered into a Memorandum of Understanding which came into force on 13 February 2012 and which provides for Technical Arrangements to be developed to facilitate the issuance of certificates by either Party for the other Party's organisations,

Confirming the intention of the Parties, after taking into account their obligations under their respective regulations, standards, practices, procedures and systems, to establish a cooperation framework on maintenance organisations,

Willing to reduce the economic burden imposed on the aviation industry by technical inspections,

Noting that initial mutual assessments and regulatory compatibility analysis have allowed the Parties to conclude the present Working Arrangement,

Being empowered by their respective constituting legislation to conclude Working Arrangements<sup>1</sup> in their field of competence,

Have agreed to conclude this Working Arrangement as follows:

## **1 PURPOSE AND SCOPE**

1.1 The purpose of this Working Arrangement is to establish a framework between the Parties for exchange of information on compliance with regulatory requirements pertaining to maintenance organisations and on oversight of such organisations which are located in Singapore and in the Member States of the European Union, with a view to facilitating the initial issuance and continuation of certificates for those organisations by EASA and CAAS.

1.2 Any reference in this Working Arrangement to Member States of the European Union, will be understood as being also a reference to European third countries which participate in the work of EASA on the basis of Article 129 of Regulation (EU) No 2018/1139.

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<sup>11</sup> For EASA Article 90 of the Regulation (EU) 2018/1139 of the European Parliament and of the Council on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91.

For CAAS paragraph 7(1)(f) of the CAAS Act.

## 2 DEFINITIONS

For the purpose of this Working Arrangement:

- i. "CAAS SAR-145 certificate" means a maintenance organisation certificate referred to in Singapore Airworthiness Requirements Part 145 – Approved Maintenance Organisations, as amended.
- ii. "EASA Part-145 certificate" means a maintenance organisation certificate referred to in Annex II to Commission Regulation (EU) No 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks, as amended;

## 3 IMPLEMENTATION

3.1 This Working Arrangement will be implemented in accordance with Implementation Procedures that will be mutually agreed by the Parties and attached to this Working Arrangement as Annexes. Such procedures will be consistent with the provisions of the present Working Arrangement. The Implementation Procedures will be updated, when necessary, by a mutual written consent of the Parties.

3.2 The Implementation Procedures will include:

- i) Provisions to establish a framework for exchange of information between the Parties on compliance with regulatory requirements pertaining to maintenance organisations and oversight of such organisations located in Singapore, with a view to facilitating the initial issuance by EASA of an EASA Part-145 certificate and/or the continuation of EASA Part-145 certificates for those organisations. In this case, the compliance determination and the final decision concerning the initial issuance or continuation of the EASA Part-145 certificate will be entirely the responsibility of EASA.
- ii) Provisions to establish a framework for exchange of information between the Parties on compliance with regulatory requirements pertaining to maintenance organisations and oversight of such organisations located in Member States of the European Union, with a view to facilitating the initial issuance by CAAS of a CAAS SAR-145 certificate and/or the continuation of CAAS SAR-145 certificates for those organisations. In this case, the compliance determination and the final decision concerning the initial issuance or continuation of the CAAS SAR-145 certificate will be entirely the responsibility of CAAS.

## 4 CONTINUED CONFIDENCE

4.1 The Parties agree that, in order to ensure continued confidence in their respective certification and oversight of maintenance organisation systems,

follow up assessments may be conducted by the Parties, on a periodic basis, in accordance with a mutually agreed procedure.

- 4.2 EASA and CAAS will inform each other, as soon as practicable, about any changes to or proposals to change, their respective requirements concerning certification and oversight of maintenance organisations.

## **5 ADMINISTRATION AND COMMUNICATION**

- 5.1 The CAAS Director of Flight Standards Division and the EASA Head of International Cooperation Department will be the responsible persons for the administration of this Working Arrangement.
- 5.2 Focal points will be assigned by each Party to facilitate the implementation of this Working Arrangement. All routine communication related to the activities of the Working Arrangement will take place between the focal points (see Appendix I).
- 5.3 The Parties will also advise each other of any significant changes to their respective organisations that affect the administration and implementation of the provisions of this Working Arrangement, including the focal points mentioned in Paragraph 5.2.

## **6 CONFIDENTIALITY**

- 6.1 The Parties acknowledge that they are bound by and both work within a legal framework and institutional environment which generally provides for the highest confidentiality standards with regard to the use and dissemination of the information handled within the context of their respective mandates.
- 6.2 In view of this, the Parties will take all necessary measures to ensure the appropriate confidentiality of the information received in connection with this Working Arrangement and to ensure that each person involved in the performance of the Working Arrangement or having access to this information complies with such measures.
- 6.3 Subject to applicable European Union law and national rules and regulations of Singapore, the receiving Party undertakes:
- i) not to divulge or disclose information to third parties;
  - ii) not to use the information otherwise than for the purpose of this Working Arrangement;
  - iii) to ensure that internal distribution to its employees takes place on a strict need to know basis;
  - iv) not to copy or reproduce information without prior consent unless necessary for the purpose of this Working Arrangement.
- 6.4 The obligation of the receiving party under Article 6.3 shall not apply insofar as information:

- i) is already in the public domain without any breach of confidentiality;
- ii) is, at any time, developed by the receiving Party independently of the disclosing party;
- iii) is disclosed to comply with the law or legal process to which the receiving Party is subject; in which case the Parties will consult before such disclosure is made;
- iv) is approved for release or use by written authorisation of the disclosing Party.

6.5 Each Party shall continue to be bound by this confidentiality undertaking for 5 years after termination of this Working Arrangement.

## **7 NOTICES**

In relation to any notice, request or other communication to be given or served pursuant to this Working Arrangement, the Parties will direct notices or other correspondence to the attention of focal points identified in Appendix I to this Working Arrangement

## **8 COSTS AND EXPENSES OF THE PARTIES**

8.1 The Parties will each bear their own costs and expenses incurred in connection with the preparation and implementation of this Working Arrangement and its Implementation Procedures.

8.2 The Parties agree that under this Working Arrangement they will not charge any fees for the provision to each other of the inspection reports and other documentation referred to in this Working Arrangement and its Implementation Procedures.

## **9 FEES FOR THE ISSUANCE OF CERTIFICATES**

This Working Arrangement is without prejudice to the applicable regulations concerning the fees charged by the Parties for the issuance and oversight of certificates to maintenance organisations<sup>2</sup>.

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<sup>2</sup> For the European Aviation Safety Agency, the applicable published fee is contained within Commission Regulation (EU) No 319/2014 of 27 March 2014. For CAAS, the applicable fee is published in Air Navigation Order Twelfth Schedule as amended.

## **10 LEGAL ASPECTS**

- 10.1 Where it is not otherwise inappropriate to do so, the Parties agree to liaise with one another with a view to addressing any legal issues that may arise as a consequence of actions taken under this Working Arrangement.
- 10.2 Neither Party will hold the other Party liable for any claim in any law suit or legal proceeding against the other Party arising out of the issuance or acceptance of any certificate or other approval under this Working Arrangement. Nothing in this Working Arrangement operates to preclude or supersede liabilities of either Party otherwise arising under international, European Union or national law.
- 10.3 The Parties acknowledge that nothing in this Working Arrangement legally restricts or enlarges either Party's statutory functions, powers or duties, including any power or duty to take all appropriate and immediate measures necessary to eliminate or minimise any derogation of safety.
- 10.4 The Parties acknowledge that nothing in this Working Arrangement affects the national laws of Singapore, the European Union and of the Member States of the European Union, including laws concerning access to premises, land and means of transport for the purpose of technical investigations.
- 10.5 This Working Arrangement will not create legal obligations incumbent on Singapore, the European Union and its Member States.

## **11 DISPUTE RESOLUTION**

- 11.1 The Parties agree to attempt to resolve any disputes that may arise under this Working Arrangement at working level by consultations between the focal points identified in Appendix I to this Working Arrangement.
- 11.2 Any disagreement regarding the interpretation or application of this Working Arrangement will be resolved by consultation between the Parties and no dispute arising under this Working Arrangement will be referred to any court, international tribunal or any third party for settlement.

## **12 ENTRY INTO FORCE**

This Working Arrangement will enter into force upon signature by duly authorised representatives of both Parties.

## **13 REVIEW AND AMENDMENTS**

- 13.1 This Working Arrangement should remain consistent, relevant and current. To that end, the Parties will review its functioning on regular basis.
- 13.2 Should either Party seek to amend this Working Arrangement, the Parties will negotiate in good faith.

13.3 This Working Arrangement may be amended at any time by agreement in writing signed by the Parties' duly authorised representatives.

#### **14 TERMINATION**

14.1 Either party may terminate this Working Arrangement at any time by giving written notice of its decision to the other Party. This Working Arrangement will terminate 90 days following the date of receipt of such notice, unless the said notice is withdrawn by mutual consent before the expiry of the 90-day period.

14.2 Such termination will not affect the validity of any certificate and other approval granted by the Parties under the terms of this Working Arrangement prior to the termination of the Working Arrangement.

Signed in duplicate in English language in Singapore on 9<sup>th</sup> April 2019.

**FOR THE EUROPEAN  
UNION AVIATION  
SAFETY AGENCY  
(EASA)**



~~Mr Patrick KY~~  
Executive Director

**FOR THE CIVIL AVIATION  
AUTHORITY OF SINGAPORE  
(CAAS)**



Mr Kevin SHUM  
Director General

**Appendix I (issue 1)**  
**Focal Points**

<b>FOR EASA</b>	<b>FOR CAAS</b>
Maintenance Organisations Oversight Section Manager	Continuing Airworthiness – Approved Maintenance Organisations Deputy Head
Flight Standards Directorate	Flight Standards Division
Postfach 10 12 53 D-50452 Cologne, Germany	Civil Aviation Authority of Singapore P.O.Box 1 Singapore 918141
<a href="https://www.easa.europa.eu/contact-us">https://www.easa.europa.eu/contact-us</a>	<a href="https://www.caas.gov.sg">https://www.caas.gov.sg</a>

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