**Memorandum of Understanding**

**Between**

**[Training Center]**

**and the**

**Federal Aviation Administration**

This Memorandum of Understanding (MOU) is based upon guidance FAA Order 8900.1, Flight Standards Information Management System (FSIMS), Volume 3, Chapter 54 and FAA Order 8000.95, Designee Management Policy, Volume 7. The parties involved are [Training Center corporate name], [Training Center Acronym if applicable], located at [full mailing address] and the Federal Aviation Administration (FAA) Certificate-Holding District Office (CHDO) located at [full mailing address of appropriate FAA office]. The purpose of this MOU is to describe a working agreement between the parties for the establishment and maintenance of a Training Center Evaluator (TCE) Program and concurrent training for FAA Operations Aviation Safety Inspectors (ASIs) assigned to certificate oversight duties of [Training Center]. This MOU may be terminated at any time by either party, provided such termination notice is in writing. It may also be modified at any time by joint agreement in writing between the parties.

Because [Training Center] and the FAA intend to maintain an open, collaborative, and cooperative working relationship, the parties agree to the following points with respect to the establishment of a TCE Program at [Training Center] and the training of FAA assigned ASIs at [Training Center] facilities:

1. The FAA TCE Program has been established pursuant to the provisions of Title 14 of the Code of Federal Regulations (14 CFR) parts 142 and 183. As it pertains to this MOU, part 183 permits the FAA to delegate certain airman evaluation and certification functions to selected and mutually agreed-upon employees of [Training Center].

2. [Training Center] will nominate one or more highly qualified instructors to be evaluated for potential approval as a Training Center Evaluator (TCE). These individuals may be authorized to conduct airman certification and qualifying examinations under the authority and supervision of an FAA Training Center Program Manager (TCPM). Authorized TCEs will report directly to the center’s TCPM for all FAA related administrative functions and authorized evaluator activities. In some instances, TCEs will also report to the FAA inspector assigned responsibilities for their specific aircraft type(s) in all matters pertaining to the technical aspects of their evaluator activities.

3. TCEs will be nominated by [Training Center] in accordance with the policies and procedures outlined in FAA Order 8000.95 and appropriate FAA guidance. TCE nominees must complete both [Training Center] and FAA-required training prior to appointment and will conduct all authorized duties and responsibilities under the supervision of the assigned TCPM. It is understood that TCEs with FAA certification authority will be required to complete the training associated with the issuance of FAA certificates. Required FAA training will normally be provided by the TCPM in accordance with existing FAA guidelines; however, from time to time other FAA authorized instructors may be assigned to accomplish required training. This training may require the nominee to travel to FAA training facilities not associated with the TCE’s principal or satellite center. The FAA agrees to provide TCE training at no cost to [Training Center] however; associated travel and lodging expenses will be the responsibility of [Training Center]. Once designated, TCEs may be removed by either party, at any time, if that individual becomes unacceptable to the FAA or [Training Center]. Notification of such removal will be made in writing to the other party on or before the effective date of such removal. The policies and procedures contained in FAA Order 8000.95 will be followed whenever removal action is contemplated or conducted.

4. The TCPM maintains overall responsibility for the management and surveillance of the TCE Program. The TCPM will coordinate required surveillance functions with authorized TCEs to ensure the availability of the TCEs is suitable for required evaluation activities. The CHDO may assign an Assistant TCPM (ATCPM), Fleet Training Program Manager (FTPM) and/or one or more Partial Program Managers (PPMs) as required to ensure adequate FAA oversight is provided. TCPM and CHDO assigned ASI responsibilities include but are not limited to:

a. Conducting required FAA training and surveillance of TCEs.

b. Engaging in coordination and standardization activities that are required to support the TCE program.

5. In order to function effectively in the TCE program, the TCPM and CHDO assigned ASIs are required to maintain an expert knowledge of the training center’s programs. [Training Center] agrees to extend to the TCPM and CHDO assigned ASIs all privileges that the training center grants to its own instructors and evaluators, except that of acting as pilot-in-command (PIC) of an aircraft in flight and those personnel functions that are afforded employees of [Training Center] as a condition of their employment.

6. [Training Center] will therefore provide the TCPM and CHDO assigned ASIs with the same training that [Training Center] provides to its instructors and evaluators for initial qualification and recurrent training requirements at no cost to the FAA. The minimum required training shall consist of but not necessarily limited to:

a. Initial and upgrade training (including type rating), recurrent training, and aircraft equipment differences training.

b. Training in any appropriate curriculum associated with an aircraft training program (e.g., Cat II / III qualification or special instrument approach procedures).

c. Training on the proper operation of [Training Center]’s training devices, FTDs, and simulators.

d. Flight instructor (simulator), ground instructor, and evaluator training.

e. [Training Center] training policy and procedures.

f. Any other [Training Center] programs and or procedures that [Training Center] believes appropriate to maintain the TCPM and CHDO assigned ASI’s currency in related polices and procedures.

g. Sufficient PIC training each calendar quarter, in each aircraft authorized, to ensure currency in accordance with FAA Order 8900.1, Volume 1, Chapter 3, Inspector Responsibilities, Administration, Ethics and Conduct (as amended). The training referenced in subparagraphs 6a through 6f may be used to the extent practical to satisfy the requirements of the PIC training required by this paragraph. Training considered duplicative in nature is not required.

7. The training referenced in paragraph 6 will be administered and scheduled in accordance with the following guidelines and shall be provided by [Training Center] at its expense:

a. All subjects trained will be scheduled in coordination with the TCPM/ATCPM and/or CHDO.

b. Training and checking events will be scheduled between the hours of 0600 and 2200 unless an exception has been coordinated with the TCPM/ATCPM.

c. The TCPM and CHDO assigned ASI’s may be scheduled for training in regularly scheduled classes with [Training Center] customers and [Training Center] employees.

d. A two-hour simulator period will be made available for administering the TCPM and CHDO assigned ASI’s required proficiency checks unless a greater period is required due to aircraft complexity and standard [Training Center] policies for evaluations relating to that specific aircraft. The FAA agrees to use reasonable efforts to provide a complete crew compliment for these evaluations. However, in situations where this is not practical, or at [Training Center] request, [Training Center] will provide a qualified instructor to fill required crew positions as appropriate. [Training Center] will also provide a qualified simulator or FTD operator as required.

e. The FAA will use its best efforts to provide an inspector to conduct all required TCPM and CHDO assigned ASI evaluations. In situations when a qualified FAA inspector is not available, [Training Center] will provide an appropriate TCE to conduct the required evaluation(s).

 f. The TCE and other crewmember services referenced in this paragraph will be provided at no cost to the FAA.

8. Stability in the TCPM and assigned ASI positions is important to both parties. The FAA will make every reasonable effort to accommodate [Training Center]’s expectations in this regard. If a [Training Center] trained ASI becomes unavailable to support [Training Center] within 18 months of completing an initial aircraft training curriculum, the FAA agrees, at no cost to [Training Center], to qualify a replacement inspector if required to support the particular program. [Training Center] may agree to qualify a replacement inspector in accordance with paragraph 6 of this MOU at no cost to the FAA.

 9. The FAA agrees that each assigned Aviation Safety Inspector’s aircraft training will be limited to two (2) initial type rating courses unless additional ratings are agreed to by [Training Center].

The following signatures signify agreement to this memorandum of understanding and its contents:

**FOR AND ON BEHALF OF [TRAINING CENTER]**

[Signature of authorized corporate officer]

[Title] [Date]

**FOR AND ON BEHALF OF THE FEDERAL AVIATION ADMINISTRATION**

[Signature of CHDO TCPM]

[Title] [Date]

[Signature of CHDO Certificate Manager]

[Title] [Date]

 [Signature of Division Manager]

[Title] [Date]

[Signature of AFS-280 Branch Manager if required for non-conforming MOU]

[Title] [Date]