

AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND THE EUROPEAN COMMUNITY  
ON COOPERATION IN THE REGULATION  
OF CIVIL AVIATION SAFETY



THE UNITED STATES OF AMERICA,

and

THE EUROPEAN COMMUNITY

hereinafter referred to as "the Parties",

DESIRING to build upon decades of trans-Atlantic cooperation in civil aviation safety and environmental testing and approvals;

SEEKING to improve the long-standing cooperative relationship between Europe and the United States to ensure a high level of civil aviation safety worldwide and to minimize economic burdens on the aviation industry and operators from redundant regulatory oversight;

COMMITTED to ensuring the continued operational safety of the civil aviation fleet and the timely exchange of in-service information;

COMMITTED to developing a comprehensive system of regulatory cooperation in civil aviation safety and environmental testing and approvals based on continuous communication and mutual confidence; and

ACKNOWLEDGING the rights and obligations of the United States and Member States of the European Community (the "Member States") under the Convention on International Civil Aviation done at Chicago on 7 December 1944 ("Chicago Convention") and its annexes,

HAVE AGREED AS FOLLOWS:

## ARTICLE 1

### Definitions

For the purposes of this Agreement, the term:

- A. "Airworthiness approval" means a finding that the design or change to a design of a civil aeronautical product meets applicable standards or that an individual product conforms to a design that has been found to meet those standards and is in a condition for safe operation.
- B. "Aviation Authority" means a responsible government agency or entity of a European Union Member State that exercises legal oversight on behalf of the European Community over regulated entities and determines their compliance with applicable standards, regulations, and other requirements within the jurisdiction of the European Community.
- C. "Civil aeronautical product" means any civil aircraft, aircraft engine, or propeller, or appliance, part, or component to be installed thereon.
- D. "Environmental approval" means a finding that the design or change to a design of a civil aeronautical product meets applicable standards concerning noise, fuel venting or exhaust emissions.

- E. "Environmental testing" means a process by which the design or change to a design of a civil aeronautical product is evaluated for compliance with applicable standards and procedures concerning noise, fuel venting or exhaust emissions.
- F. "Technical Agent" means, for the United States, the Federal Aviation Administration (FAA); and for the European Community, the European Aviation Safety Agency (EASA).
- G. "Maintenance" means the performance of any one or more of the following actions: inspection, overhaul, repair, preservation, or the replacement of parts, materials, appliances, or components of a civil aeronautical product to assure the continued airworthiness of such a product; or the installation of previously approved alterations or modifications carried out in accordance with requirements established by the appropriate Technical Agent.
- H. "Monitoring" means the periodic surveillance to determine continuing compliance with the appropriate standards.
- I. "Regulated entity" means any natural or legal person whose civil aviation safety and environmental testing and approval activities are subject to the statutory and regulatory jurisdiction of one or both of the Parties.

## ARTICLE 2

### Purpose and Scope

A. The purposes of this Agreement are to:

- 1) enable the reciprocal acceptance, as provided in the Annexes to this Agreement, of findings of compliance and approvals issued by the Technical Agents and Aviation Authorities;
- 2) promote a high degree of safety in air transport;
- 3) ensure the continuation of the high level of regulatory cooperation and harmonization between the United States and the European Community in the fields covered in paragraph B.

B. The scope of cooperation under this Agreement is:

- 1) airworthiness approvals and monitoring of civil aeronautical products;
- 2) environmental testing and approvals of civil aeronautical products; and
- 3) approvals and monitoring of maintenance facilities.

- C. The Parties may agree to additional areas of cooperation and acceptance by written amendment of this Agreement in accordance with Article 19.

## ARTICLE 3

### Executive Management

- A. The Parties hereby establish a Bilateral Oversight Board (the "Board"), which shall be responsible for ensuring the effective functioning of this Agreement and shall meet at regular intervals to evaluate the effectiveness of its implementation.
- B. The Board shall be composed of representatives of:

The United States of America, which shall be the Federal Aviation Administration (co-chair),  
and

The European Community, which shall be the European Commission (co-chair) assisted by the European Aviation Safety Agency and accompanied by the Aviation Authorities.

The Board may invite the participation of subject-specific experts on an ad hoc basis. The Board may establish and oversee the work of technical working groups. The Board shall develop and adopt internal governing procedures. All decisions of the Board shall be taken by consensus with each Party having one vote. These decisions shall be in writing and signed by the Parties' representatives on the Board.

C. The Board may consider any matter related to the functioning of this Agreement. In particular it shall be responsible for:

- 1) handling disputes as specified in Article 17;
- 2) as appropriate, amending the Annexes in accordance with Article 19.B;
- 3) providing a forum for discussion of issues that may arise and changes that may affect the implementation of this Agreement;
- 4) providing a forum for discussion of common approaches to safety and environmental issues within the scope of this Agreement and for sharing information on aviation safety concerns on a regular basis, including consultation on proposed new, and changes to existing, safety measures;
- 5) providing a forum for early-warning discussions of draft regulations and legislation by either Party;
- 6) exchanging information on planned organizational changes;
- 7) as appropriate, adopting additional Annexes;
- 8) Making proposals, as appropriate, to the Parties to otherwise amend this Agreement.

## ARTICLE 4

### General Provisions

- A. Each Party shall accept findings of compliance and approvals made by the other Party's Technical Agent and, in the case of the United States those made by Aviation Authorities, in accordance with the terms and conditions set forth in the Annexes to this Agreement.
- B. Except as specified in the Annexes to this Agreement, this Agreement shall not be construed to entail reciprocal acceptance or recognition of standards or technical regulations of the Parties.
- C. The Parties shall recognize each other's systems of delegation to designees or regulated entities existing as of the date of entry into force of this Agreement as equivalent for the purpose of complying with each Party's respective legal requirements. The Parties shall give findings of compliance made by these designees or regulated entities, in accordance with the provisions in the Annexes, the same validity as those made directly by a Technical Agent or Aviation Authority. Delegation systems implemented after the date of entry into force of this Agreement shall be subject to confidence building measures.
- D. The Parties shall ensure that their Technical Agents and Aviation Authorities fulfil their responsibilities under this Agreement, including its Annexes.

- E. In the event that a design approval holder transfers its approval to another entity, the Technical Agent responsible for the design approval shall promptly notify the other Technical Agent of the transfer.
  
- F. This Agreement, including its Annexes, is binding on both Parties.

## ARTICLE 5

### Annexes

- A. For matters within the scope of Article 2.B (1), (2) and (3), the Parties agree that each Party's civil aviation standards, rules, practices and procedures are sufficiently compatible to permit reciprocal acceptance of approvals and findings of compliance with agreed upon standards made by one Party on behalf of the other as specified in the Annexes. The Parties also agree that there are technical differences between their civil aviation systems and they are addressed in the Annexes.
  
- B. For matters added to the scope of Article 2.B pursuant to Article 2.C, the Parties or their representatives on the Board shall develop new Annexes describing the terms and conditions for reciprocal acceptance of such findings of compliance and approvals, when they agree that each Party's civil aviation standards, rules, practices and procedures in any of the added areas of cooperation are sufficiently compatible to permit acceptance of approvals and findings of compliance with agreed upon standards made by one Party on behalf of the other.

C. Each of the Annexes shall, at a minimum, contain:

- 1) provisions to establish and maintain confidence in each Party's Technical Agents' and any relevant Aviation Authorities' technical ability to make findings on behalf of the other Party;
- 2) procedures for including and suspending the acceptance of findings of compliance and approvals made by specific Aviation Authorities;
- 3) a defined scope for the acceptance of findings of compliance and approvals between the Parties;
- 4) provisions for technical consultations between the Technical Agents;
- 5) provisions for joint coordination bodies, as appropriate;
- 6) provisions authorizing the Technical Agents to develop and conclude technical implementation procedures.

## ARTICLE 6

### Regulatory Cooperation and Transparency

- A. The Technical Agents shall develop and adopt procedures for regulatory cooperation in civil aviation safety and environmental testing and approvals, taking into account relevant guidelines on regulatory cooperation between the Parties. Those procedures shall include the opportunity for consultation and participation, whenever possible, of experts from one Party's Technical Agent, Aviation Authorities, and industry in the early stages of drafting civil aviation regulatory materials by the other Party.
- B. Subject to the availability of funds, the Parties shall ensure continued trans-Atlantic cooperation on significant aviation safety initiatives, as appropriate.

## ARTICLE 7

### Cooperation in Quality Assurance and Standardization Inspection Activities

To promote the continued understanding of and compatibility between each Party's civil aviation safety regulatory systems, each Technical Agent may participate in the other's internal quality assurance and standardization inspection functions related to accreditation and monitoring, as provided in the Annexes.

## ARTICLE 8

### Cooperation in Enforcement Activities

The Parties agree, subject to applicable laws and regulations, to provide through their Technical Agents or Aviation Authorities as appropriate mutual cooperation and assistance in any investigation or enforcement proceedings of any alleged or suspected violation of any laws or regulations under the scope of this Agreement. In addition, each Party shall notify the other promptly of any investigation when mutual interests are involved.

## ARTICLE 9

### Exchange of Safety Data

The Parties agree, subject to applicable laws and regulations,

- A. To provide each other, on request, and in a timely manner, information available to their Technical Agents related to accidents or incidents involving civil aeronautical products or regulated entities, and
- B. To exchange other safety information in accordance with procedures developed by the Technical Agents.

## ARTICLE 10

### Applicable Requirements, Procedures, and Guidance Material

The Parties agree to notify each other of all applicable requirements, procedures and guidance material with respect to matters covered by this Agreement.

## ARTICLE 11

### Protection of Proprietary Data and Requests for Information

- A. The Parties recognize that information related to this Agreement submitted by a regulated entity or a Party may contain intellectual property, trade secrets, confidential business information, proprietary data, or other data held in confidence by that regulated entity or another person (restricted information). Unless required by law, neither Party shall copy, release, or show information identified as restricted to anyone other than an employee of that Party without prior written consent of the person or entity possessing confidentiality interests in the restricted information.
  
- B. To the extent the European Community shares restricted information with any Aviation Authority or with any entity entrusted with the investigation of accidents and incidents in civil aviation, the European Community shall treat such restricted information as sensitive documents and ensure that such Aviation Authority or entity does not copy, release or share such information with anyone other than an employee of such Aviation Authority or entity, without prior written consent of the person or legal entity possessing confidentiality interests in the restricted information.

- C. Requests from the public for information referred to in paragraph A of this Article, including access to documents, shall be addressed in accordance with the applicable laws and regulations that apply to the Party receiving such requests. A Technical Agent receiving a request for such information supplied by the other Party or its regulated entities shall consult with the other Party's Technical Agent prior to releasing such information. The Technical Agents shall provide assistance to each other in responding to these requests as necessary.

## ARTICLE 12

### Applicability

Unless otherwise provided in the Annexes to this Agreement, this Agreement shall apply, on the one hand, to the United States civil aviation regulatory system as applied in the territory of the United States of America, and on the other hand, to the European Community civil aviation regulatory system as applied in the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty (and any successor instrument).

## ARTICLE 13

### Unimpeded Access

For purposes of surveillance and inspections, each Party's Technical Agent and Aviation Authorities shall assist the other Party's Technical Agent with the objective of gaining unimpeded access to regulated entities subject to its jurisdiction.

## ARTICLE 14

### Fees

Each Party shall endeavour to ensure that fees imposed by their Technical Agents on applicants and regulated entities for certification and approval related services under this Agreement are just, reasonable and commensurate with the services.

## ARTICLE 15

### Preservation of Regulatory Authority

Nothing in this Agreement shall be construed to limit the authority of a Party to:

- A. Determine, through its legislative, regulatory and administrative measures, the level of protection it considers appropriate for civil aviation safety and environmental testing and approvals; and,
- B. Take all appropriate and immediate measures necessary to eliminate or minimize any derogation of safety. If either Party takes such action affecting activities within the scope of this Agreement, it shall inform the other Party where appropriate through a Technical Agent or an Aviation Authority as soon as practicable, but no later than 15 days after such action is taken.

- C. Make changes to its regulations, procedures or standards and apply them to its regulated entities. If any such changes could affect implementation of this Agreement, either Party, or its Technical Agent, may request consultations under Article 17, with a view to amending this agreement. Regardless of the results of such consultations, nothing in this Agreement shall prevent the Party concerned from making the change and applying it to its regulated entities.

## ARTICLE 16

### Other Agreements

- A. Except as otherwise specified in the Annexes to this Agreement, rights and obligations contained in any agreement concluded by either Party with a third party shall have neither force nor effect upon the other Party under this Agreement.
- B. In light of and upon entry into force of this Agreement, the United States of America shall take necessary measures, and the European Community shall ensure pursuant to the Treaty establishing the European Community that the Member States of the European Union take necessary measures to amend or terminate, as appropriate, the bilateral agreements listed in Attachment 1 between the United States and individual Member States of the European Union.

- C. Unless otherwise provided in the Annexes, findings of compliance and approvals valid at the date of entry into force of this Agreement and previously accepted by the United States or a Member State of the European Union under one of the bilateral aviation safety agreements or bilateral airworthiness agreements listed in Attachment 1 shall be considered valid by the Parties to this Agreement under the terms as accepted under the listed agreements, until the approvals are replaced or cancelled.

## ARTICLE 17

### Consultations and Settlement of Disputes

- A. 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.
- B. The Parties' Technical Agents shall attempt to resolve any disagreement between them regarding their cooperation under this Agreement by consultation in accordance with provisions contained in the Annexes to this Agreement.
- C. In the event that the Technical Agents are unable to resolve disputes as provided for in paragraph B, either Technical Agent may refer the dispute to the Board, which shall consult on the matter.

## ARTICLE 18

### Suspension of Acceptance of Findings

- A. Should consultations under Article 17 not resolve the disagreement that relates to findings of compliance and approvals, either Party may notify the other Party of its intention to suspend the acceptance of findings of compliance and approvals over which there is disagreement. Such notification shall be in writing and detail the reasons for suspension.
  
- B. 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 Aviation 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 19

### Entry into Force, Amendments, and Termination

- A. This Agreement, including its Annexes, shall enter into force on the first day of the second month following the date on which the Parties have exchanged diplomatic notes confirming the completion of their respective procedures for entry into force of this Agreement.

- B. This Agreement may be amended in writing by mutual consent of the Parties. Such amendments shall enter into force on the first day of the second month following the date on which the Parties have exchanged diplomatic notes confirming the completion of their respective procedures for entry into force of this Agreement or any amendments thereto. Amendments of the Annexes may be effected by a decision of the Board.
- C. Any individual Annex developed by the Board after the date of entry into force of this Agreement shall enter into force upon a decision of the Board.
- D. This Agreement shall remain in force until terminated by either Party. Such termination shall be effected by sixty day's written notification from one Party to the other Party. Such termination shall also act to terminate any amendments of this Agreement and all Annexes to this Agreement. Such termination shall not affect the validity of any certificates and other approvals granted by the Parties under the terms of this Agreement, including its Annexes.
- E. Individual Annexes to the Agreement may be terminated by either Party. Termination of any individual Annex shall be effective sixty days following the date of receipt of notice of termination from one Party to the other Party, unless said notice of termination has been withdrawn. In case of termination of one or more Annexes, the remaining Annexes remain in effect. However, the Parties shall consult on preserving the remainder of the Agreement. Failing consensus to do so, this Agreement may be terminated by either Party. Termination shall be effective sixty days from the date of written notification to that effect from one Party to the other.

F. Following notice of termination of this Agreement in its entirety or of any Annexes thereto, the Parties shall continue to meet their obligations under this Agreement or of any Annexes thereto until the effective date of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Brussels this thirtieth day of June, 2008, in two originals, 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. In case of divergences of interpretation between the different language texts, the English text shall prevail.

**Attachment 1**

Country	Bilateral
Austria	<p>Agreement for Promotion of Aviation Safety; signed at Vienna 14 January 1997</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft; effected by exchange of notes at Washington 30 April 1959</p>
Belgium	<p>Agreement concerning the reciprocal acceptance of airworthiness certifications; effected by exchange of notes at Brussels 12 February and 14 May 1973</p>
Czech Republic	<p>Operating Procedures between the Federal Aviation Administration (FAA) and the Civil Aviation Inspectorate (CAI) of the Czech Republic for Design Approval, Airworthiness Certification, Continued Airworthiness, and Mutual Cooperation and Technical Assistance Under the Agreement between the United States and Czechoslovakia, signed 29 January 1996</p> <p>Agreement between the United States and Czechoslovakia concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft; effected by exchange of notes at Prague 1 and 21 October 1970</p>
Denmark	<p>Agreement for Promotion of Aviation Safety; signed at Copenhagen 6 November 1998</p> <p>Agreement concerning the reciprocal acceptance of airworthiness certifications; effected by exchange of notes at Washington 6 January 1982</p>

Finland	<p>Agreement for Promotion of Air Safety, signed at Helsinki 2 November 2000</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft and civil aircraft appliances; effected by exchange of notes at Washington 7 March 1974</p>
France	<p>Agreement for Promotion of Aviation Safety, signed at Paris 14 May 1996</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities Under the Agreement for</p> <p>Promotion of Aviation Safety between the Government of the United States of America and the Government of the French Republic, signed 24 August 2001</p> <p>Maintenance Implementation Procedures Under the Agreement for Promotion of Aviation Safety between the Government of the United States of America and the Government of the French Republic, signed 14 May 1996</p>

Germany	<p>Agreement for Promotion of Aviation Safety, signed at Milwaukee 23 May 1996</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany for Promotion of Aviation Safety, Revision 1, signed 3 June 2002</p> <p>Maintenance Implementation Procedures under the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany for Promotion of Aviation Safety, signed 6 June 1997</p>
Ireland	<p>Agreement for Promotion of Aviation Safety, signed at Dublin 5 February 1997</p> <p>Maintenance Implementation Procedures under the Agreement for the Promotion of Aviation Safety between the Government of the United States of America and the Government of Ireland, signed 5 February 1999</p> <p>20 April 1999</p>

Italy	<p>Agreement for Promotion of Aviation Safety, signed at Rome 27 October 1999</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of Italy for Promotion of Aviation Safety, signed 4 June 2002</p>
Netherlands	<p>Agreement for Promotion of Aviation Safety, signed at The Hague 13 September 1995</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of the Netherlands for Promotion of Aviation Safety, signed 3 June 2002</p>
Poland	<p>Agreement concerning the reciprocal acceptance of airworthiness for imported civil aeronautical products, as amended; effected by exchange of notes at Washington 8 November 1976</p>

Romania	<p>Agreement for Promotion of Aviation Safety, signed at Bucharest 10 September 2002</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft; effected by exchange of notes at Washington 7 December 1976</p> <p>(Note: The United States requested termination of this agreement in February 2007. U.S. notification and a Romanian response will constitute termination.)</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of Romania for Promotion of Aviation Safety, signed 24 September 2002</p>
Spain	<p>Agreement for Promotion of Aviation Safety, signed at Washington 23 September 1999</p> <p>Agreement concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft, as amended; effected by exchange of notes at Madrid 23 September 1957</p>

Sweden	<p>Agreement for Promotion of Aviation Safety signed at Stockholm 9 February 1998</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of Sweden for Promotion of Aviation Safety, signed 3 June 2002</p>
UK	<p>Agreement for Promotion of Aviation Safety, signed at London 20 December 1995</p> <p>Implementation Procedures for Design Approval, Production Activities, Export Airworthiness Approval, Post Design Approval Activities, and Technical Assistance between Authorities under the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Promotion of Aviation Safety, signed 23 May 2002</p> <p>Simulator Implementation Procedures under the Agreement for the Promotion of Aviation Safety dated December 20th, 1995, between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, Revision 1, signed 6 October 2005</p>