

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

MAINTENANCE

1. PURPOSE & SCOPE

The Parties have assessed each other's standards and systems relating to the approval of repair stations/maintenance organizations that perform maintenance on civil aeronautical products. Consistent with Article 4.A. of the Agreement, this Annex covers the reciprocal acceptance of findings of compliance, approvals, documentation, and technical assistance regarding approvals and monitoring of repair stations/maintenance organizations as detailed in appendices hereto. Nothing in this Annex shall be construed to limit the authority of a Party to act in accordance with Article 15 of the Agreement.

2. DEFINITIONS

- 2.1. "Overhaul" means a process that ensures the aeronautical article is in complete conformity with the applicable service tolerances specified in the type certificate holder's, or equipment manufacturer's instructions for continued airworthiness, or in the data which is approved or accepted by the Authority.

No person may describe an article as being overhauled unless it has been at least disassembled, cleaned, inspected, repaired as necessary, reassembled and tested in accordance with the above-specified data.

- 2.2. "Alteration or modification" means a change to the construction, configuration, performance, environmental characteristics, or operating limitations of the affected civil aeronautical product.
- 2.3. "Data approved by the FAA" means data approved by the FAA Administrator or the Administrator's designated representative, including EC design data reciprocally accepted under Annex 1.
- 2.4. "Data approved by EASA" means data approved by the EC Technical Agent or by an organization approved by that Technical Agent, including US design data reciprocally accepted under Annex 1.
- 2.5. "Special Conditions" means those requirements in either Title 14 of the United States Code of Federal Regulations, parts 43 and 145 (hereinafter referred to as 14 CFR part 43 or 145 as applicable) or in Commission Regulation (EC) No 2042/2003 Annex II (hereinafter referred to as EASA Part-145) that have been found, based on a comparison of the regulatory maintenance systems, not to be common to both systems and which are significant enough that they must be addressed.

3. JOINT COORDINATION BODY

3.1. Composition

3.1.1. A Joint Maintenance Coordination Board (JMCB), accountable to the Bilateral Oversight Board, is hereby established under the joint leadership of the EASA Director responsible for Organization Approvals and the FAA Director of Flight Standards. It shall include, from each Technical Agent, the appropriate representatives responsible for maintenance and quality management systems and rulemaking as appropriate.

3.1.2. The joint leadership may invite additional participants to facilitate the fulfilment of the mandate of the JMCB.

3.2. Mandate

3.2.1. The JMCB shall meet at least once a year to ensure the effective functioning and implementation of this Annex. Its functions shall include:

- (a) Developing, approving, and revising detailed guidance to be used for processes covered by this Annex;
- (b) Sharing information on major safety issues and developing action plans to address them;
- (c) Ensuring the consistent application of this Annex;
- (d) Resolving technical issues falling within the responsibilities of the Technical Agents and examining other technical issues that cannot be solved at lower level;

- (e) Developing, approving, and revising the detailed guidance to be used for transition, cooperation, assistance, exchange of information, and participation in each other's internal quality audits, standardization, and sampling inspections related to maintenance and quality management and standardization systems;
- (f) Maintaining the list of Aviation Authorities identified in Appendix 2 of this Annex according to the decisions taken by the Bilateral Oversight Board;
- (g) Proposing to the Bilateral Oversight Board amendments to this Annex.

3.2.2. The JMCB shall report unresolved issues to the Bilateral Oversight Board and ensure the implementation of decisions reached by the Bilateral Oversight Board regarding this Annex.

4. IMPLEMENTATION

- 4.1. Subject to the terms of this Annex, the Parties agree that their Technical Agents shall accept inspections and monitoring of repair stations/maintenance organizations made by the other technical agent or where applicable Aviation Authorities, for findings of compliance with their respective requirements as the basis for issuance and continued validity of certificates.
- 4.2. The certificate issued by a Technical Agent under this Annex, shall not exceed the scope of the ratings and limitations contained in the certificate issued by the other Technical Agent or Aviation Authority.

4.3. FAA certificates

4.3.1. Without prejudice to the FAA Administrator's discretion under 14 CFR part 145, a maintenance organization shall be issued an FAA certificate and operations specifications if it has been approved for maintenance by an Aviation Authority identified in Appendix 2 of this Annex in accordance with Annex II of Commission Regulation (EC) No 2042/2003, complies with the conditions set forth in this Annex, including the FAA Special Conditions set forth in Appendix 1, and an Aviation Authority has issued a recommendation or endorsement to the FAA for certification.

4.3.2. The FAA certificate shall only cover additional fixed stations located within a Member State listed in Appendix 2. Each additional fixed location must also be under the surveillance of an Aviation Authority identified in Appendix 2.

4.3.3. The FAA certificate shall only cover line stations located within an EU Member State and under the surveillance of an Aviation Authority identified in Appendix 2.

4.4. EASA certificates

4.4.1. A repair station shall be issued an EASA certificate as detailed in Appendix 4, if it has been approved for maintenance by the FAA in accordance with 14 CFR part 145, complies with the conditions set forth in this Annex including the EASA Special Conditions set forth in Appendix 1, and the FAA has issued a recommendation and endorsement for approval to EASA, except if the EASA Executive Director finds that such action is not necessary for maintaining or altering aeronautical products registered or designed in an EU Member State or parts fitted on these products or the EASA's resources do not permit handling the application.

4.4.2. The EASA certificate shall only cover line stations located within the territory of the United States.

4.5. The Technical Agents, and where applicable the Aviation Authorities, shall:

- (a) Provide recommendations or endorsements for certification of repair stations to the FAA and of maintenance organizations to the EASA;
- (b) Perform surveillance and provide reports regarding continued compliance with the requirements described in this Annex by maintenance organizations in the European Community and repair stations in the United States;
- (c) Accept or approve, as appropriate, the supplement to the organization's manual/exposition submitted by the applicant and found to be in compliance with Appendix 1;

(d) Comply with the procedures as specified in the Appendix 3.

4.6. Each Party's Technical Agent, or where applicable Aviation Authority, shall provide upon request technical assistance in maintenance activities to the other Party's Technical Agent, or where applicable Aviation Authority, to advance the purposes of this Annex. The Technical Agents or the Aviation Authorities may decline to provide such technical assistance due to lack of resource availability, because the maintenance activity is not within the scope of this Annex or there is no regulatory involvement with the facility. Such areas of assistance may include, but are not limited to:

(a) Conducting and reporting on investigations upon request;

(b) Obtaining and providing data for reports where requested.

4.7. The Technical Agents may conduct independent inspections of repair stations/maintenance organizations when specific safety concerns warrant in accordance with Article 15.B of the Agreement.

4.8. The Parties agree that maintenance and alterations or modification performed on a civil aeronautical product under the regulatory control of one Party may be accomplished and that product returned to service by a repair station/maintenance organization under the regulatory control of the other Party, where it has been approved in accordance with the provisions of this Annex.

4.9. The Parties agree that emergency or non-routine maintenance may be performed outside the territory specified in Article 12 to the Agreement in order to maintain an aircraft or component, subject to prior approval. The approval for emergency or non-routine maintenance shall be granted in accordance with procedures defined by the JMCB.

4.10. Revisions by either Party, to their civil aviation organization, regulations, procedures, or standards, including those of the Technical Agents and Aviation Authorities, may affect the basis on which this Annex is executed. Accordingly, the Parties, through the Technical Agents and Aviation Authorities, as appropriate, shall advise each other of plans for such changes at the earliest possible opportunity, and discuss the extent to which such planned changes affect the basis of this Annex. If consultations pursuant to Article 15 C. of the Agreement result in an agreement to amend this Annex, the Parties shall seek to ensure that such an amendment enters into force at the same time as, or as soon as possible after, the entry into force or implementation of the change that prompted such amendment.

5. COMMUNICATION AND COOPERATION

5.1. The Parties, through the JMCB, shall exchange a list of contact points for the various technical aspects of this Annex. This list shall be maintained by the Technical Agents.

5.2. All communications between the Parties, including technical documentation provided for review or approval as detailed in this Annex, shall be in the English language.

5.3. When urgent or unusual situations develop, the Technical Agents', and where applicable the Aviation Authorities' contact points shall communicate and ensure that the appropriate immediate actions are taken.

6. QUALIFICATION REQUIREMENTS FOR THE ACCEPTANCE OF FINDINGS OF COMPLIANCE

6.1. Basic Requirements

6.1.1 Each Party's Technical Agent and Aviation Authorities, as applicable, shall demonstrate to the other Party's Technical Agent their respective systems for the regulatory oversight of repair stations/maintenance organizations. In order to carry out oversight of repair stations/maintenance organizations on behalf of the other Party, each Party's Technical Agents and Aviation Authorities, as applicable, shall demonstrate, in particular, effective and adequate:

- (a) Legal and regulatory structure;
- (b) Organizational structure;
- (c) Resources, including sufficient qualified staff;

- (d) Training program;
- (e) Internal policies, processes and procedures;
- (f) Documentation and records;
- (g) Active certification and surveillance program;
- (h) Authority over regulated entities.

6.2. Initial confidence

6.2.1. The Technical Agents and Aviation Authorities identified in Appendix 2 of this Annex at the time of entry into force of the Agreement meet the requirements of this Annex, following the confidence building process conducted for the purpose of entering into the Agreement.

6.2.2. When the JMCB determines that an Aviation Authority has successfully completed an assessment for compliance with the requirements of this Annex, it shall make a proposal to the Bilateral Oversight Board for the inclusion of the Aviation Authority in Appendix 2.

6.3. Continued confidence

6.3.1. The Technical Agents and Aviation Authorities shall continue to demonstrate effective oversight as detailed in paragraph 6.1.1 according to JMCB procedures.

- (a) In particular, Technical Agents and Aviation Authorities shall:
 - (i) Have the right to participate in each other's quality audits, standardization and sampling inspections and establish an annual schedule of sampling inspections including potential changes as necessary to adapt to circumstances;
 - (ii) Submit to inspections as detailed in 6.3.1 (a) (i);
 - (iii) Ensure that regulated entities provide access to both Technical Agents for audits and inspections;
 - (iv) Make available the reports from quality audits, standardization and sampling inspections applicable to this Annex;
 - (v) Make the appropriate personnel available to participate in the sampling inspection;
 - (vi) Make available the maintenance organization's records, inspection reports including completed enforcement actions;

- (vii) Provide interpretive assistance at the Aviation Authority's office during the review of internal maintenance organization records and documentation that are recorded in the national language;
 - (viii) Assist each other in closure of any findings from the inspection; and
 - (ix) Ensure that any sampling inspections are identified and based on risk analysis and objective criteria, without prejudice to the discretionary power of the Technical Agents;
- (b) The Technical Agents shall notify each other at the earliest opportunity in the event that a Technical Agent or Aviation Authority is not able to meet a requirement in this paragraph. If either Technical Agent believes that technical competency is no longer adequate, the Technical Agents shall consult and propose an action plan, including any necessary rectification activities, in order to address deficiencies;
- (c) In the event that a Technical Agent or Aviation Authority does not rectify deficiencies within the timeframe specified in the action plan, either Technical Agent may refer the matter to the JMCB;
- (d) When a Party intends on suspending acceptance of findings or approvals made by a Technical Agent or Aviation Authority, the Party shall promptly notify the other Party in accordance with Article 18 A of the Agreement.

7. NOTIFICATION OF INVESTIGATION OR ENFORCEMENT ACTION

- 7.1. Consistent with the provision of Article 8 of the Agreement, each Party, through its Technical Agents, and where applicable, the Aviation Authorities, shall notify each other promptly of any investigation and subsequent closure actions for a non-compliance within the scope of this Annex by a repair station/maintenance organization under the regulatory control of the other Party that could result in an enforcement action in the form of a penalty or the revocation, suspension, or limitation of a certificate .
- 7.2. The notification shall be sent to the other Party's appropriate contact point identified in the list referred to in Article 5 of this Annex.
- 7.3. The Parties retain the right to take such enforcement action. However, in some cases, a Party may choose to review a remedial action taken by the other Party. The enforcement consultation process under this Annex will be subject to a regular joint review by the JMCB.
- 7.4. In the event of a revocation or suspension of an FAA 14 CFR part 145 certificate of a repair station or a certificate for an Approved Maintenance Organization pursuant to Commission Regulation (EC) No 2042/2003 Annex II, the Technical Agent and where applicable, Aviation Authority shall notify the other Technical Agent of the revocation or suspension.

8. TRANSITION PROVISIONS

- 8.1. For the transition of approvals issued pursuant to the bilateral agreements between the United States and European Community Member States listed in Attachment 1 of the Agreement and valid at the time of the entry into force of this Annex, the Parties agree to the following transition provisions.
- 8.2. Notwithstanding Article 16 C, repair station/maintenance organization approvals issued by a Technical Agent or Aviation Authority pursuant to Maintenance Implementation Procedures (hereinafter referred to as MIPs) under the bilateral agreements listed in Attachment 1 of the Agreement and valid at the time of the entry into force of this Annex, shall be considered to be valid by the Parties to this Agreement under the terms as accepted under the listed agreements for a period of two years from the entry into force of this Annex, provided that the repair station/maintenance organization that received such approvals remains in compliance with the Special Conditions contained in the MIPs, as amended, until such time as they transition to the Special Conditions of this Annex.

9. TRANSFER PROVISIONS

The Parties agree that the transition of approvals of repair stations located in EU Member States listed in Appendix 2, but under the direct oversight of the FAA on the date of entry into force of this Annex, shall be accomplished in accordance with the following transfer provisions.

- An Aviation Authority must complete training of its personnel regarding procedures relating to the Agreement, this Annex and the FAA Special Conditions prior to repair stations being transferred.
- Once a sufficient number of staff has completed the training to provide oversight of the facilities transferred in accordance with this Annex, the FAA shall transfer the activities of inspecting, monitoring and surveillance of qualified 14 CFR part 145 repair stations to the appropriate Aviation Authority.
- The transfers to the Aviation Authorities shall take place within two years of the date of the entry into force of this Annex in accordance with JMCB approved procedures.

10. FEES

Fees shall be applied in accordance with Article 14 of the Agreement and in accordance with applicable regulatory requirements.

SPECIAL CONDITIONS

1. EASA SPECIAL CONDITIONS APPLICABLE TO U.S.-BASED REPAIR STATIONS

1.1. To be approved in accordance with EASA Part-145, pursuant to the terms of this Annex, the repair station shall comply with all of the following Special Conditions.

1.1.1. The repair station shall submit an application in a form and a manner acceptable to EASA.

- (a) The application for both initial and continuation of the EASA approval shall include a statement demonstrating that the EASA certificate and/or rating is necessary for maintaining or altering aeronautical products registered or designed in an EU Member State or parts fitted thereon.
- (b) The repair station shall provide a supplement to its Repair Station Manual (RSM) that is verified and accepted by the FAA on behalf of EASA. All revisions to the supplement must be accepted by the FAA. The supplement shall include the following:

- (i) The supplement must contain a statement by the accountable manager of the repair station, as defined in the current version of EASA Part 145 which commits the repair station to compliance with this Annex and the special conditions as listed.
- (ii) Detailed procedures for the operation of an independent quality monitoring system including oversight of all multiple facilities and line stations within the territory of the United States.
- (iii) Procedures for the release or approval for return to service that meet the requirements of EASA Part-145 for aircraft and the use of the FAA Form 8130 3 for aircraft components, and any other information required by the owner or operator as appropriate.
- (iv) For airframe/aircraft rated facilities, procedures to ensure that the certificate of airworthiness and the Airworthiness Review Certificate are valid prior to the issue of a release to service document.
- (v) Procedures to ensure that repairs and modifications as defined by EASA requirements are accomplished in accordance with data approved by EASA.
- (vi) A procedure for the repair station to ensure that the FAA-approved initial and recurrent training programme and any revision thereto include human factors training.

- (vii) Procedures for reporting un-airworthy conditions as required by EASA Part-145 on civil aeronautical products to the EASA, aircraft design organization, and the customer or operator.
- (viii) Procedures to ensure completeness of, and compliance with, the customer or operator work order or contract including notified EASA airworthiness directives and other notified mandatory instructions.
- (ix) Procedures in place to ensure that contractors meet the terms of these implementation procedures; that is, using an EASA-approved Part-145 organization or, if using an organization which does not hold an EASA Part-145 approval, the repair station returning the product to service is responsible for ensuring its airworthiness.
- (x) Procedures to permit work away from the fixed location on a recurring basis, when applicable
- (xi) Procedures to ensure appropriate covered hangars are available for base maintenance of aircraft.

1.2. To continue to be approved in accordance with EASA Part-145, pursuant to the terms of this Annex, the repair station shall comply with the following. The FAA shall verify that the repair station:

- (a) Allow EASA, or the FAA on behalf of EASA, to inspect it for continued compliance with the requirements of the 14 CFR part 145 and these Special Conditions (i.e. EASA Part-145).
- (b) Accept that investigation and enforcement action may be taken by EASA in accordance with any relevant EC regulations and EASA procedures.
- (c) Cooperate with any EASA investigation or enforcement action.
- (d) Continue to comply with 14 CFR part 43 and part 145, and these Special Conditions.

2. FAA SPECIAL CONDITIONS APPLICABLE TO EU BASED APPROVED MAINTENANCE ORGANIZATIONS (AMOS)

2.1. To be approved in accordance with CFR part 145, pursuant to the terms of this Annex, the AMO shall comply with all of the following Special Conditions.

2.1.1. The AMO shall submit an application in a form and a manner acceptable to the FAA.

- (a) The application for both initial and renewed FAA certification shall include:
 - (i) A statement demonstrating that the FAA repair station certificate and/or rating is necessary for maintaining or altering U.S.-registered aeronautical products or foreign-registered aeronautical products operated under the provisions of 14 CFR.

- (ii) A list of maintenance functions, approved by the Aviation Authority, to be contracted/sub-contracted to perform maintenance on U.S. civil aeronautical products.
 - (iii) In the case of transport of dangerous goods, written confirmation, demonstrating that all involved employees have been trained in the transport of dangerous goods in accordance with ICAO standards.
- (b) The AMO must provide a supplement in English to its MOE that is approved by the Aviation Authority and maintained at the AMO. Once approved by the Aviation Authority, the supplement shall be deemed accepted by the FAA. All revisions to the supplement must be approved by the Aviation Authority. The FAA supplement to the MOE shall include the following:
 - (i) A signed and dated statement by the accountable manager that obligates the organization to comply with the Annex.
 - (ii) A summary of its quality system which shall also cover the FAA special conditions.

- (iii) Procedures for approval for release or return to service that satisfy the requirements of 14 CFR part 43 for aircraft and use of EASA Form 1 for components. This includes the information required by 14 CFR sections 43.9 and 43.11 and all information required to be made or kept by the owner or operator in English as appropriate.
- (iv) Procedures for reporting to the FAA failures, malfunctions, or defects, and Suspected Unapproved Parts (SUP) discovered, or intended to be installed, on U.S. aeronautical products.
- (v) Procedures to notify the FAA regarding any changes to line stations that:
 - (1) are located in an EU Member State; and
 - (2) maintain U.S. registered aircraft; and
 - (3) that will impact the FAA Operations Specifications.
- (vi) Procedures to qualify and monitor additional fixed locations within the EU Member States list in Appendix 2 to this Annex.
- (vii) Procedures in place to verify that all contracted/sub-contracted activities include provisions for a non-FAA-certificated source to return the article to the AMO for final inspection/testing and return to service.

- (viii) Procedures for submitting quarterly utilization reports to the FAA identifying the top 10 contractors/subcontractors (outsourced Maintenance providers).
- (ix) Procedures to ensure that major repairs and major alterations/modifications (as defined in 14 CFR) are accomplished in accordance with data approved by the FAA.
- (x) Procedures to ensure compliance with air carrier's Continuous Airworthiness Maintenance Program (CAMP), including the separation of maintenance from inspection on those items identified by the air carrier/customer as Required Inspection Items (RII).
- (xi) Procedures to ensure compliance with the manufacturer's maintenance manuals or instructions for continued airworthiness (ICA) and handling of deviations.
Procedures to ensure that all current and applicable airworthiness directives (AD) published by the FAA are available to maintenance personnel at the time the work is being performed.
- (xii) Procedures to confirm that the AMO supervisors and employees responsible for final inspection and return to service of U.S. aeronautical products are able to read, write, and understand English.
- (xiii) Procedures to permit work away from fixed location on a recurring basis, when applicable.

2.2. To continue to be approved in accordance with 14 CFR part 43 and part 145, pursuant to the terms of this Annex, the AMO shall comply with the following. The Aviation Authority shall verify that the AMO:

- (a) Allow FAA, or the Aviation Authority on behalf of the FAA, to inspect it for continued compliance with the requirements of EASA Part-145 and these Special Conditions (i.e., 14 CFR part 43 and part 145);
- (b) Investigations and enforcement by the FAA may be undertaken in accordance with FAA rules and directives;
- (c) The AMO must cooperate with any investigation or enforcement action;
- (d) The AMO must continue to comply with EASA Part-145 and these Special Conditions;
- (e) Where regulatory compliance is maintained, this permits the FAA to renew the AMO's initial certification after 12 months and every 24 months thereafter.

Technical Agents considered qualified for the purposes of this Annex:

The Federal Aviation Administration

The European Aviation Safety Agency

Aviation Authorities of the following EU Member States are considered qualified for the purposes of this Annex:

The Republic of Austria

The Kingdom of Belgium

The Czech Republic

The Kingdom of Denmark

The Republic of Finland

The French Republic

The Federal Republic of Germany

Ireland

The Italian Republic

The Grand Duchy of Luxembourg

The Republic of Malta

The Kingdom of the Netherlands

The Republic of Poland

The Portuguese Republic

The Kingdom of Spain

The Kingdom of Sweden

The United Kingdom of Great Britain and Northern Ireland

AVIATION AUTHORITY PROCEDURES

The Aviation Authority acting on behalf of the FAA shall in accordance with agreed JMCB guidance and procedures carry out the following actions:

- 1) For initial Maintenance Organization Application:
 - (a) Review the applicant's documentation for the FAA certificate;
 - (b) Provide the applicant all appropriate procedures;
 - (c) Review and provide to the FAA all pre-application information;
 - (d) Review and approve the applicant's FAA supplement to the AMO Maintenance Organization Exposition;
 - (e) Conduct an audit/inspection of the AMO for compliance with applicable guidance material;
 - (f) Approve and provide the FAA with a complete application package including a copy of the surveillance report and a signed recommendation for FAA certification.
 - (g) Retain a current copy of the FAA Supplement.

2) For renewal of a Maintenance Organization's FAA certificate:

Renewals are to be conducted 12 months after the initial certification and every 24 months thereafter.

- (a) Review the applicant's documentation for the FAA certificate;
- (b) Verify that the required facility inspection(s) have been completed;
- (c) Review and approve any amendment to the FAA supplement to the AMO Maintenance Organization Exposition;
- (d) Advise the FAA of any findings relevant to the complete facility inspection;
- (e) Approve and provide the FAA with a complete application package including a copy of the surveillance report and a signed recommendation for FAA renewal.

3) For change or amendment to the FAA certificate:

- (a) Ensure that all changes or amendments include as a minimum the submittal of an application;
- (b) For the addition of line stations or fixed locations, provide the FAA with a report and recommendation.

EASA FORM 3 - U.S. APPROVAL CERTIFICATE

APPROVAL CERTIFICATE

REFERENCE EASA.145.XXXX

Taking into account the provisions of Article 9(2) of Regulation (EC) 1592/2002 of the European Parliament and of the Council and the bilateral agreement currently in force between the European Community and the Government of the United States of America, the European Aviation Safety Agency (EASA) hereby certifies:

COMPANY'S NAME

ADDRESS

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as a Part-145 maintenance organization approved to maintain the products listed in the FAA Air Agency Certificate and associated Operations Specifications and issue related certificates of release to service using the above reference, subject to the following conditions:

1. The scope of the approval is limited to that specified on the 14 CFR part 145 repair station Air Agency Certificate, and the associated Operations Specifications for work carried out in the United States (unless otherwise agreed in a particular case by EASA).
2. The approval scope shall not exceed the permitted EASA Part-145 ratings as detailed in Regulation EC (No) 2042/2003.

3. This approval requires continued compliance with 14 CFR part 145 and the differences as specified in the Maintenance Implementation Procedures, including the use of the FAA Form 8130-3 for release/return to service of components up to and including power plants.
4. Certificates of return to service must quote the EASA Part-145 approval reference number quoted above and the 14 CFR part 145 Air Agency Certificate number.
5. Subject to compliance with the foregoing conditions, this approval shall remain valid until:
[two year validity period]
unless the approval is surrendered, superseded, suspended or revoked.

Date of issue

Signed

For EASA