

**WORKING ARRANGEMENT BETWEEN
THE CIVIL AVIATION DIRECTORATE OF THE DEPARTMENT OF TRANSPORT OF CANADA
AND THE CIVIL AVIATION AUTHORITY OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND FOR THE PROMOTION OF AVIATION SAFETY**

THE CIVIL AVIATION DIRECTORATE OF THE DEPARTMENT OF TRANSPORT OF CANADA (TCCA) AND THE CIVIL AVIATION AUTHORITY (CAA) OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (UNITED KINGDOM OR UK) (together, the Participants),

DESIRING to promote aviation safety and environmental quality and compatibility and facilitate the exchange of civil aeronautical products;

NOTING common concerns for the safe operation of civil aircraft;

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

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

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

RECOGNISING that the standards and systems for civil aeronautical products, airworthiness approvals and environmental certification or acceptance of Civil Aeronautical Products are sufficiently similar so as to make this Working Arrangement practicable;

RECOGNISING the mutual benefit of improved procedures for the reciprocal acceptance of approvals and testing as regards, but not limited to, 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 Participant's own procedures;

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

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

CONSIDERING the prior full participation of the CAA in the Management Board of the European Aviation Safety Agency (EASA);

RECOGNISING the mutual confidence already established from both Participants' involvement in the Canada-European Union Bilateral Aviation Safety Agreement (BASA) of 26 July 2011 and the 1987 Technical Arrangement on Airworthiness between the Aviation Regulation Directorate, Transport Canada, and the Safety Services Group, United Kingdom Civil Aviation Authority;

ANTICIPATING the mutual benefits of concluding a similar, ongoing arrangement on Civil Aviation Safety between TCCA and the CAA following the United Kingdom's exit from the European Union;

RECOGNISING the need for a temporary administrative solution to ensure the continuity of aviation safety activities between TCCA and CAA until such time as a similar BASA on Civil Aviation Safety between Canada and the United Kingdom has entered into force, have reached the following understanding:

1. PURPOSE OF THIS ARRANGEMENT

1. The Participants will facilitate recognition and acceptance of the other Participant's certificates/approvals and provide cooperation and assistance on activities within the following areas:
 - (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 organisations;
 - (d) the approval and monitoring of maintenance organisations;
 - (e) the environmental approval and environmental testing of Civil Aeronautical Products; and
 - (f) the design-related operational requirements.
2. The cooperation between the Participants may include:
 - (a) performing activities on behalf or in support of each other upon request;
 - (b) establishing channels for the exchange of information and data, as appropriate;
 - (c) provision of training;

- (d) carrying out Monitoring;
 - (e) research and development;
 - (f) sharing safety-related data;
 - (g) secondment of personnel to each other;
 - (h) related cooperative activities;
 - (i) safety initiatives and exchange of relevant safety information; and
 - (j) other forms of civil aviation safety cooperation they may jointly decide upon.
3. The Participants recognise each other's delegated persons, approved organisations and the certificates and approvals issued by them. This does not limit a Participant's ability to contest the technical competence or compliance of a delegated person or approved organisation whose principal place of business is within the jurisdiction of the other Participant.

2. PRINCIPLES

Unless otherwise specified, this Arrangement will apply, on the one hand, to the geographical jurisdiction of the respective Participants.

3. DEFINITIONS

- (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 Participant's jurisdiction 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) "Monitoring" means the periodic surveillance by a Participant to determine continuing compliance with the appropriate applicable standards.
- (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.

4. GENERAL COMMITMENTS

1. Each Participant will commit, as specified in the Annexes and the guidance referred to therein, to accepting or recognising the results of those procedures referred to in the Annexes. Each Participant will use the procedures outlined in the Annexes to assess conformity with the other Participant's legislative, regulatory, and administrative measures, in the understanding that the conformity assessment procedures utilised assure conformity to the other Participant's applicable legislative, regulatory and administrative measures to the satisfaction of the receiving Participant in such a way as to have the equivalent level of assurance offered by the receiving Participant's own procedures.
2. Nothing in this Arrangement will be construed to limit the authority of a Participant 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 understanding. This may include suspending automatic acceptance of approvals or products under a particular Annex provided that the procedures in that Annex for resolving any dispute have been followed first.
3. The findings made by delegated persons or approved organisations, authorised by the applicable legislation of either Participant to make the same findings as a Participant, will be given the same validity as those made by a Participant for the purposes of this Arrangement.

5. SAFETY MEASURES

1. Nothing in this Arrangement will be construed to limit the authority of a Participant to take all appropriate and immediate measures whenever there is a reasonable risk that a Civil Aeronautical Product or service may:
 - (a) compromise the health or safety of persons;
 - (b) not meet the applicable legislative, regulatory, or administrative measures of that Participant within the scope of this Arrangement; or
 - (c) otherwise fail to satisfy a requirement within the scope of the applicable Annex to this Arrangement.
2. Where either Participant takes measures pursuant to subparagraph 1, it will inform the other Participant in a timely fashion of such measures, providing reasons for them.

6. MUTUAL COOPERATION, ASSISTANCE AND TRANSPARENCY

1. Each Participant will apprise the other Participant of all its relevant laws, regulations, standards, and requirements, and of its certification system.
2. The Participants will notify each other of any proposed significant revisions to their relevant laws, regulations, standards, requirements, and certification systems insofar as these revisions may have an impact on this arrangement. To the maximum extent practicable, they will offer each other an opportunity to comment on such revisions and give due consideration to such comments.
3. The Participants will, as appropriate, develop procedures on regulatory cooperation and transparency for all activities they conduct which fall within the scope of this Arrangement.
4. The Participants commit, subject to their applicable legislation, to providing or assisting each other, on request and in a timely manner, information related to accidents, incidents or occurrences related to the subject matters covered by this arrangement.
5. For the purposes of investigating and resolving safety issues in the spirit of mutual cooperation, the Participants, on the basis of mutual agreement will allow each other to participate in each other's inspections and audits on a sample basis or conduct joint inspections and audits as appropriate.

7. COMMUNICATION AND COOPERATION

1. The TCCA and the CAA commit to exchanging contact points for all aspects of this Arrangement including the Annexes. These contact points will oversee the effective implementation of this Arrangement and technical procedures referred to in the Annexes. The relevant contacts should meet regularly to discuss this Arrangement, its Annexes, procedures and/or any other relevant topic including whether any procedure, Annex or paragraph should be varied or modified. The frequency of these meetings will be discussed amongst the Participants' contact points with a view to increasing or decreasing their frequency depending on circumstances at any relevant time. It is initially understood that the Participants will aim to meet with each other at least once per year.
2. All communications between the Participants, including technical documentation provided for review or approval as referred to in the Annexes will be in the English language.
3. When urgent or unforeseen situations develop, each Participants' contacts will communicate with each other and ensure that the appropriate immediate actions are taken.

4. The designated offices for the technical coordination and implementation of this arrangement and its Annexes are listed in paragraph 13.

8. CONFIDENTIALITY

Subject to their respective legislation, the Participants will not generally disclose to the public any information received from each other under this arrangement which constitutes trade secrets, confidential information, or information that relates to an ongoing investigation and will take all reasonable precautions necessary to protect information received under this Arrangement from unauthorised disclosure.

9. COST RECOVERY

1. Neither Participant will impose fees or charges to persons nor organisations for conformity assessment services covered under this Arrangement or Annex where such services have been provided by the other Participant.
2. Each Participant will endeavour to ensure that any fees or charges imposed by a Participant to a person or organisation whose activities are under the jurisdiction of the other Participant shall be just, reasonable, and commensurate with the certification and/or surveillance services provided.
3. Each Participant will have the right to recover from persons or organisations through fees and charges its costs related to services rendered or performed, either directly by a Participant or on behalf of the other Participant.
4. Neither Participant will impose fees and charges to the other for activities nor services provided under this Arrangement or Annex.

10. OTHER UNDERTAKINGS

1. Except where otherwise specified in the Annexes, commitments contained in arrangements concluded by either Participant with a third country not participant to this Arrangement will have no force and effect with regard to the other Participant in terms of acceptance of the results of conformity assessment procedures in the third country.
2. When this Arrangement comes into operation it will replace the BASA between Canada and the European Union as it relates to the UK.
3. This Arrangement will not affect the rights and commitments of the Participants under any other international agreement or arrangement.

11. CONSULTATIONS AND SETTLEMENT OF DISAGREEMENTS

1. Either Participant may request consultations with the other Participant on any matter related to this Arrangement.
2. The Participants commit to making all reasonable efforts to resolve any disagreement regarding the interpretation of this Arrangement and its Annexes using the procedures, where relevant, that are outlined in the Annexes.

12. TERMINATION AND AMENDMENT

1. The Arrangement will remain in operation until terminated by either Participant.
2. A Participant may terminate this arrangement at any time upon six months written notification to the other Participant, unless the said notice of termination has been withdrawn by mutual consent of the Participants before the expiry of this period.
3. Where a Participant seeks to amend this Arrangement by removing one or more Annexes and preserving the other Annexes, the Participants will seek to amend this Arrangement by agreement, in accordance with the procedures in this paragraph. Failing such agreement, this Arrangement will terminate at the end of six months from the date of notice unless otherwise agreed by the Participants.
4. The Participants may amend this Arrangement or its Annexes at any time upon mutual agreement. The designated contact points for any revision or amendment to this Arrangement or its Annexes are identified in Paragraph 13, Contact Points. The amended Arrangement or Annex shall take effect on the date of the last signature of the Participants.
5. Following termination of this Arrangement or any of its Annexes, each Participant will maintain the validity of any approvals, or certificates issued or accepted under the scope of this Arrangement prior to its termination, subject to their continued compliance with that Participant's applicable laws and regulations.

13. CONTACT POINTS

The Participants designate as their respective points of contact:

For the Civil Aviation Directorate of Transport Canada:

Director, Standards
330 Sparks Street
Place de Ville, Tower C
Ottawa, Ontario, Canada, K1A 0NS
Telephone: (613) 991-2738
Email: TC.InternationalAviation-AviationInternationale.TC@tc.gc.ca

For the Civil Aviation Authority of the United Kingdom:

Civil Aviation Authority
Safety & Airspace Regulation Group
Aviation House
Gatwick Airport South
West Sussex
RH6 0YR
UK
Telephone: +44 1293 573 848
Email: FSTechnicalSupportTeam@caa.co.uk

14. DATE OF OPERATION AND SIGNATURE

1. This Arrangement will come into operation when the following conditions are satisfied:
 - (a) it has been signed by the duly authorized representatives of both Participants;
 - (b) the UK has exited the European Union; and
 - (c) there is no withdrawal agreement between the European Union and the UK.
2. For the purposes of sub-paragraph b above, the UK will have exited the European Union on the day and time the founding treaties of the European Union, notably the Treaty on the Functioning of the European Union, cease to apply to the UK.

SIGNED, in duplicate, at Ottawa and London on this 26 day of March 2019 in the English language. The French version will be signed at a later date.

FOR CAA, UNITED KINGDOM

FOR TCCA, CANADA



John McColl
Head of Airworthiness
Safety and Airspace Regulation Group
Civil Aviation Authority



Nicholas Robinson
Director General, Civil Aviation

ANNEX 1

CONTINUATION OF EASA APPROVALS AND CERTIFICATES

1. TCCA recognises the operation of the UK's European Union (Withdrawal) Act 2018 and the Aviation Safety (Amendment etc.) (EU Exit) Regulations 2019, which provide for the continuing operation and validity of the approvals issued by EASA or an EASA approved organisation under the BASA as though they were issued by the CAA.
2. EASA type certificates, supplemental type certificates, European Technical Standards Order authorisations, releases to service by an appropriately approved maintenance organisation and any other similar certificate or authorisation will be recognised as though they were CAA-issued certificates, releases or authorisations for as long as they remain valid.
3. EASA organisational approvals, such as maintenance organisation (MO) approvals are recognised for a period of up to two years from the date the UK exited the EU. Notwithstanding this, a release to service issued by an MO under such an approval within the 2-year transition period remains valid indefinitely, unless & until suspended or revoked.