
MAINTENANCE
IMPLEMENTATION PROCEDURES

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 the Promotion of Aviation Safety

March 29, 2019

Table of Contents

CHAPTER I – GENERAL	1
1.0 Purpose	1
1.1 Authorization	1
1.2 Amendments	2
1.3 FAA and CAA Responsibilities	2
1.4 Applicable Requirements.....	3
1.5 Communications and Cooperation	3
1.6 Interpretations and Resolution of Disagreements	4
1.7 Definitions	5
CHAPTER II – RECIPROCAL ACCEPTANCE OF FINDINGS OF COMPLIANCE	6
2.0 General.....	6
2.1 FAA-certificated Repair Stations Located in the UK	6
2.2 EASA-certificated Maintenance Organizations Located in the United States.....	7
2.3 Independent Inspections	7
2.4 Emergency and Non-routine Maintenance	7
CHAPTER III – MUTUAL COOPERATION AND TECHNICAL ASSISTANCE	8
3.0 Periodic Meetings	8
3.1 Information.....	8
3.2 Technical Assistance	9
3.3 Exchange of Information	9
3.4 Urgent or Unforeseen Situations.....	9
3.5 Notification of Investigation or Enforcement Action	9
3.6 Protection of Proprietary Data and Requests for Information	10
3.7 Accident/Incident Investigation Requests.....	10
3.8 Unimpeded Access.....	11
CHAPTER IV – TRANSITION PROVISIONS, CONTINUED CONFIDENCE, AND FEES	12
4.0 Notification of Maintenance Implementation Procedures Transition	12
4.1 Continued Confidence.....	12
4.2 Fees.....	13

CHAPTER V – ENTRY INTO FORCE AND TERMINATION.....	14
5.0 Entry into Force and Termination	14
CHAPTER VI – AUTHORITY	15
APPENDIX 1 – SPECIAL CONDITIONS.....	16

CHAPTER I – GENERAL

1.0 Purpose

(a) This document sets forth the Maintenance Implementation Procedures (MIP) for the approval and monitoring of maintenance and alteration or modification facilities pursuant to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland (UK) for the Promotion of Aviation Safety (Agreement) signed on December 20, 1995. Under these Maintenance Implementation Procedures, the Federal Aviation Administration (FAA) and the UK Civil Aviation Authority (CAA) (collectively, Authorities and individually, Authority) have agreed to cooperate and provide technical assistance in evaluating and accepting each other's approved maintenance organization systems. These activities include recommendations for FAA certification, renewal of certification, certificate amendments, and continued monitoring of maintenance and alteration or modification facilities.

(b) The objective of these Maintenance Implementation Procedures, in accordance with the Agreement, is to outline the terms and conditions under which the FAA and the CAA can accept each other's inspections and evaluations of maintenance organizations located in the United States (U.S.) and its territories and in the UK in relation to findings of compliance. These activities would reduce redundant regulatory oversight without adversely affecting aviation safety.

1.1 Authorization

(a) The authorization for these Maintenance Implementation Procedures is Article III of the Agreement. In that respect, the FAA and the CAA have assessed each other's standards and systems relating to the certification of repair stations/Approved Maintenance Organisations (AMO) that perform maintenance and alterations or modifications on civil aeronautical products. As a result, the systems were considered sufficiently equivalent or compatible to permit acceptance of findings of compliance made by one Authority for the other Authority.

(b) The Government of the UK has participated in the European Aviation Safety Agency (EASA) (now named the European Union Aviation Safety Agency) since 2003, when the European Union (EU) established EASA pursuant to Regulation (EC) 1592/2002. This regulation has since been repealed and replaced by Regulation (EU) 2018/1139 (Basic Regulation), which came into force on 11 September 2018 and is applicable in UK law through the European Union (Withdrawal) Act 2018 together with all applicable and in force implementing regulations as of the date of the UK's exit from the EU. The Basic Regulation and all other in force and applicable implementing regulations have been amended by the UK's Aviation Safety (Amendment etc.) (EU Exit) Regulations 2019 to address failures of retained EU law to operate in the UK (as opposed to throughout the EU) effectively and to remedy any other deficiencies arising from the withdrawal of the UK from the EU.

1.2 Amendments

(a) These Maintenance Implementation Procedures may be amended by mutual consent of the FAA and the CAA. These Maintenance Implementation Procedures may also be supplemented by appendices. The details of any such amendment or appendix shall be recorded and signed by the representatives of the offices identified in paragraph 1.5(d), or their designees.

(b) Suggestions for improvement are encouraged and may be addressed to the designated FAA or the CAA policy offices that are identified in paragraph 1.5(d) of these Maintenance Implementation Procedures.

(c) The FAA and the CAA recognize that revisions by either Authority to its organization, regulations, procedures, or standards may affect the basis on which these Maintenance Implementation Procedures are executed. Accordingly, each Authority shall advise the other of plans for such changes at the earliest possible opportunity and discuss the extent to which such planned changes affect the basis of these Maintenance Implementation Procedures. If consultations result in an agreement to amend these Maintenance Implementation Procedures, the Authorities 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 an amendment.

(d) In the event the Agreement between the United States of America and the European Community on Cooperation in the Regulation of Civil Aviation Safety (U.S.-EU Agreement) or the Agreement is modified, the FAA and the CAA shall amend these Maintenance Implementation Procedures to reflect those modifications.

1.3 FAA and CAA Responsibilities

(a) Under the terms of these Maintenance Implementation Procedures, the CAA, on behalf of the FAA, shall:

- (1) Provide recommendations to the FAA for initial certification of Title 14 of the Code of Federal Regulations (14 CFR) part 145 repair stations, and the renewal and amendment of these approvals for AMOs located in the UK.
- (2) Perform surveillance and provide reports regarding the continued compliance with the requirements set forth in these Maintenance Implementation Procedures and the procedures outlined in the current version of the Maintenance Agreement Guidance between the Federal Aviation Administration and the Civil Aviation Authority of the United Kingdom of Great Britain and Northern Ireland (U.S.-UK MAG) for 14 CFR part 145 repair stations located in the UK.

(3) Approve the FAA supplement to the Maintenance Organisation Exposition (MOE) as described in these Maintenance Implementation Procedures and the procedures outlined in the U.S.-UK MAG; and

(4) Comply with the procedures as specified in the U.S.-UK MAG.

(b) Under the terms of these Maintenance Implementation Procedures, the CAA shall recognize EASA approvals of AMOs in the United States that are subject to the U.S.–EU Agreement.

1.4 Applicable Requirements

(a) The CAA legal standards for safety regulations are contained in Regulation (EC) 2018/1139, which is applicable in the UK's legal system as a consequence of the European Union (Withdrawal) Act 2018. Relevant departmental procedures, guidance materials, and policies are contained in the CAA's Management System. The CAA's technical standards incorporate, by reference, requirements for continuing airworthiness, as outlined in Commission regulations and Certification Specifications (CS). Guidance material and policy are contained in Acceptable Means of Compliance (AMC) and Guidance Material (GM). For aircraft not previously subject to EASA regulation, British Civil Airworthiness Requirements (BCAR) are applied. These are broadly equivalent to EASA standards.

(b) The legal standards for safety regulation by the FAA are contained in Title 49 United States Code (49 U.S.C.), Subtitle VII, Part A, Subparts I, III, and IV; and Title 14 Code of Federal Regulation (14 CFR), Chapter I, Subchapters A, C, and G. Guidance material and policy are outlined in ancillary documents and procedures, such as FAA Orders, policy memoranda, and Advisory Circulars (AC).

1.5 Communications and Cooperation

(a) The FAA and the CAA shall exchange contact points for the various technical aspects of these Maintenance Implementation Procedures.

(b) All communications between the Authorities, including technical documentation provided for review or approval as detailed in these Maintenance Implementation Procedures, shall be in the English language.

(c) When urgent or unforeseen situations develop, each Authority's contacts shall communicate with each other and ensure that the appropriate immediate actions are taken.

(d) The designated offices for the technical coordination and implementation of these Maintenance Implementation Procedures are:

(1) For the FAA: Office of International Affairs (signature authority)
FAA (API-1)
600 Independence Avenue, SW
Washington, DC 20591
USA
Telephone: +1-202-267-1000

Flight Standards Service (policy)
Aircraft Maintenance Division (AFS-300)
950 L'Enfant Plaza, SW
Washington, DC 20024
USA
Telephone: +1-202-267-1675
9-awa-afs-300-maintenance@faa.gov

(2) For the CAA: Civil Aviation Authority (signature and policy authority)
Safety & Airspace Regulation Group
Aviation House
Gatwick Airport South
West Sussex
RH6 0YR
UK
Telephone: +44 330 022 1500
FSTtechnicalSupportTeam@caa.co.uk

1.6 Interpretations and Resolution of Disagreements

(a) In accordance with Article IV of the Agreement, any disagreement regarding the interpretation or application of these Maintenance Implementation Procedures shall be resolved by consultation between the FAA and the CAA. If appropriate, resolution of such disagreements shall be recorded as an amendment or appendix to these Maintenance Implementation Procedures, in accordance with paragraph 1.2 above.

(b) In the case of conflicting interpretations between the FAA and the CAA regarding the laws, regulations, standards, requirements, or acceptable means of compliance pertaining to certifications, approvals, or acceptance under these Maintenance Implementation Procedures, the interpretation of the Authority whose laws, regulations, standards, requirements, or acceptable means of compliance are being interpreted shall prevail.

1.7 Definitions

For the purpose of these Maintenance Implementation Procedures, in addition to the definitions found in Article II of the Agreement, the following definitions shall apply:

(a) "Aviation Authority" or "Authority" means a responsible government agency or entity that exercises aviation safety oversight over regulated entities and determines their compliance with applicable standards, regulations, and other requirements within its jurisdiction. For the purpose of these Maintenance Implementation Procedures, for the United States of America, the Authority is the Federal Aviation Administration; and for the United Kingdom of Great Britain and Northern Ireland, the Authority is the Civil Aviation Authority.

(b) "Data approved by the FAA" means data that is approved by the FAA Administrator or the Administrator's designated representative.

(c) "Data approved by the CAA" means data that is approved by the CAA or by an organization approved by the CAA to make such approvals.

(d) "Maintenance Agreement Guidance" or "U.S.-UK MAG" means a document that defines the procedures and activities as agreed between the FAA and the CAA and contains the requirements to implement these Maintenance Implementation Procedures under the Agreement.

(e) "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 (ICA), or in the data that is approved or accepted by the FAA or the CAA.

Note: A person may describe an article as overhauled only after it has been at least disassembled, cleaned, inspected, repaired as necessary, reassembled, and tested in accordance with the above-specified data.

(f) "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 Authorities.

(g) "Special Conditions" means the requirements of either 14 CFR parts 43 and 145 or in the (UK) 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. The Special Conditions are contained in Appendix 1 (FAA Special Conditions and CAA Special Conditions) of these Maintenance Implementation Procedures.

(h) "U.S. Aeronautical Product" means U.S.-registered aircraft and articles for use on U.S.-registered aircraft, or foreign-registered aircraft operated under the provisions of 14 CFR part 121 or part 135, and articles for use on these aircraft.

CHAPTER II – RECIPROCAL ACCEPTANCE OF FINDINGS OF COMPLIANCE

2.0 General

(a) The FAA and the CAA agree, subject to the terms of these Maintenance Implementation Procedures, to accept each other's inspections and monitoring of repair stations and AMOs for findings of compliance with their respective requirements as the basis for the issuance and continued validity of certificates.

(b) The certificate issued by an Authority under these Maintenance Implementation Procedures shall not exceed the ratings or scope of work contained in the certificate issued by the other Authority, unless specified by a Special Condition listed in Appendix 1 of these Maintenance Implementation Procedures.

(c) Maintenance and alterations or modifications performed on a civil aeronautical product under the regulatory control of the CAA may be accomplished and that product approved for return to service by an AMO located in the United States under the FAA's oversight where it has been certificated by EASA in accordance with the provisions of Annex 2 of the U.S.-EU Agreement.

(d) Maintenance and alterations or modifications performed on a civil aeronautical product under the regulatory control of the FAA may be accomplished and that product is approved for return to service by a 14 CFR part 145 repair station located in the UK under CAA oversight where it has been certificated by the FAA in accordance with the provisions of these Maintenance Implementation Procedures.

2.1 FAA-certificated Repair Stations Located in the UK

(a) Without prejudice to the FAA Administrator's discretion under 14 CFR part 145, an AMO shall be issued an FAA repair station certificate and operations specifications if:

- (1) It has been approved for maintenance by the CAA in accordance with (UK) Part-145,
- (2) It complies with the conditions set forth in these Maintenance Implementation Procedures, including the FAA Special Conditions as stated in Appendix 1 of these Maintenance Implementation Procedures, and
- (3) The CAA has issued a recommendation to the FAA for initial certification, renewal of the certificate, or amendment of the repair station certificate.

(b) The repair station certificate shall also cover additional fixed locations approved on the AMO's certificate. Each additional fixed location must also be under the

direct surveillance by the CAA. Additional fixed locations may not be located within the territories of the United States.

(c) The repair station certificate may cover line maintenance authorizations under 14 CFR part 145, § 145.205(d) at locations approved and under direct surveillance by the CAA. Line maintenance may not be authorized within territories of the United States.

(d) Repair stations located in the UK that apply for certification under 14 CFR part 145 should comply with these Maintenance Implementation Procedures.

2.2 EASA-certificated Maintenance Organizations Located in the United States

(a) For purposes of these Maintenance Implementation Procedures, the CAA shall rely on EASA certificates issued on the basis of Annex 2 of the U.S.-EU Agreement for U.S.-based maintenance organizations wishing to perform work on civil aeronautical products under the regulatory control of the CAA. The CAA shall not issue its own certificates for U.S.-based maintenance organizations wishing to perform work on civil aeronautical products under the regulatory control of the CAA.

(b) The EASA certificate shall cover line stations under the direct surveillance of the FAA, except those located in one of the EU member states or located in the UK.

2.3 Independent Inspections

The FAA and the CAA may conduct independent inspections of repair stations and AMOs when specific safety concerns warrant it. The repair stations and AMOs may also be subject to external audits. The FAA and the CAA shall coordinate any such independent inspections together.

2.4 Emergency and Non-routine Maintenance

The FAA and the CAA agree that emergency or non-routine maintenance may be performed outside the territories specified in these Maintenance Implementation Procedures in order to maintain an aircraft or component. The notification for emergency or non-routine maintenance should be performed in accordance with the procedures in the U.S.-UK MAG.

CHAPTER III – MUTUAL COOPERATION AND TECHNICAL ASSISTANCE

3.0 Periodic Meetings

The FAA and the CAA shall meet at least once a year to discuss these Maintenance Implementation Procedures. The frequency of these meetings may vary but will depend upon the resources available to each Authority, as well as the significance of any outstanding issues. The topics to be discussed may include, but are not limited to:

- (a) Developing, approving, and revising detailed guidance to be used for processes covered by these Maintenance Implementation Procedures;
- (b) Sharing information on major safety issues and developing action plans to address them;
- (c) Ensuring the consistent application of these Maintenance Implementation Procedures; and
- (d) Communicating about the progress of ongoing projects, changes in their own organizations, any revisions to their requirements, technical assistance requests, or any other matters relating to these Maintenance Implementation Procedures.

3.1 Information

The FAA and the CAA shall provide information and assistance regarding the maintenance and alterations or modifications to be performed under the terms of these Maintenance Implementation Procedures to their respective stakeholders. The FAA and the CAA shall develop and circulate appropriate publications through established methods in their respective countries to:

- (a) Inform the public of the terms of these Maintenance Implementation Procedures and any amendments or appendices; and
- (b) Outline the regulatory requirements and special requirements necessary for persons to perform work under the terms of these Maintenance Implementation Procedures.

3.2 Technical Assistance

The FAA and the CAA agree to provide technical assistance to each other, upon request, to further the purposes and objectives of these Maintenance Implementation Procedures. The FAA and the CAA may decline to provide such technical assistance due to lack of resource availability, because the activity is not within the scope of these Maintenance Implementation Procedures, or there is no regulatory involvement with the maintenance facility. Such areas of assistance may include, but are not limited to:

- (a) Conducting and reporting on investigations at the request of the other Authority; and
- (b) Obtaining and providing data for reports where requested.

3.3 Exchange of Information

The FAA and the CAA shall provide each other with regulations, policies, guidance, practices, and interpretations relevant to these Maintenance Implementation Procedures, and shall ensure that such documents are updated in a timely manner. In addition, any FAA or CAA proposal to issue or amend such documents shall be provided to the other Authority for the opportunity to review prior to the amendment being effected, consistent with their national laws and administrative procedures.

3.4 Urgent or Unforeseen Situations

When urgent or unforeseen situations develop, the FAA's and the CAA's contact points shall communicate and ensure that the appropriate immediate actions are taken. The information should be directed to the representatives identified in paragraph 1.5(d) above.

3.5 Notification of Investigation or Enforcement Action

(a) The FAA and the CAA agree, subject to applicable laws and regulations, to provide 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 these Maintenance Implementation Procedures. In addition, each Authority shall notify the other promptly of any investigation when mutual interests are involved.

(b) The FAA and the CAA agree to notify each other of non-compliances with regulations and Special Conditions set forth in these Maintenance Implementation Procedures and in accordance with the U.S.-UK MAG. The Authorities shall also notify each other promptly of any investigation into a non-compliance that could result in delisting, certificate suspension, limitation, or revocation of the certificate. The notification shall be sent to the other Authority's representative identified in paragraph

1.5(d). The FAA and the CAA agree that non-compliances shall be corrected in a timely manner.

(c) The FAA and the CAA retain the right to take enforcement action. However, in some cases, an Authority may choose to review a remedial action taken by the other Authority. The enforcement consultation process under these Maintenance Implementation Procedures shall be subject to a regular joint review by the FAA and the CAA.

(d) The FAA and the CAA agree to notify each other in the event of a revocation and/or a suspension of repair stations or AMOs certificated under these Maintenance Implementation Procedures. In the case of U.S.-based AMOs holding EASA approval performing work on civil aeronautical products under the regulatory control of the CAA, the information should be directed to the CAA.

3.6 Protection of Proprietary Data and Requests for Information

(a) The FAA and the CAA recognize that information related to these Maintenance Implementation Procedures submitted by a regulated entity, an Authority, or another person may contain intellectual property, trade secrets, confidential business information, proprietary data, or other data held in confidence by that regulated entity (Restricted Information). Unless required by law, neither Authority shall copy, release, or show information identified as restricted to anyone other than an employee of that Authority without prior written consent of the person or entity possessing confidentiality interests in the Restricted Information.

(b) Requests from the public for information referred to in paragraph 3.6(a), including access to documents, shall be addressed in accordance with the applicable laws and regulations of the Authority receiving such requests. An Authority receiving a request for such information supplied by the other Authority, or its regulated entities, shall consult with that Authority prior to releasing such information. The FAA and the CAA shall provide assistance to each other in responding to these requests, as necessary.

3.7 Accident/Incident Investigation Requests

When the FAA or the CAA need information regarding repair stations or AMOs for the investigation of accidents or incidents involving civil aeronautical products, the request for information should be directed to the technical points of contact that are identified in the U.S.-UK MAG. In turn, upon receipt of the request for information, the other Authority shall provide the requested information in a timely manner.

3.8 Unimpeded Access

For purposes of surveillance and inspections, each Authority shall assist the other with gaining unimpeded access to regulated entities in its jurisdiction, to include contractors and sub-contractors.

CHAPTER IV – TRANSITION PROVISIONS, CONTINUED CONFIDENCE, AND FEES

4.0 Notification of Maintenance Implementation Procedures Transition

The FAA and the CAA agree that the transition from Annex 2 of the U.S.-EU Agreement to these Maintenance Implementation Procedures for repair stations located in the UK shall be accomplished in accordance with the following transition provisions:

- (a) The FAA and the CAA shall complete a briefing of their personnel regarding these Maintenance Implementation Procedures and the Special Conditions prior to recommending repair station approvals to the FAA under these Maintenance Implementation Procedures.
- (b) The activities of inspecting, monitoring, and surveillance of qualified repair stations can commence once a sufficient number of staff have completed the briefing to provide oversight of the repair stations transitioned in accordance with these Maintenance Implementation Procedures.
- (c) The FAA shall provide written correspondence to each repair station advising them of the transition to these Maintenance Implementation Procedures. Appropriate revisions to the FAA supplements must be revised and submitted to the CAA within 90 days of the effective date of these Maintenance Implementation Procedures.

4.1 Continued Confidence

The FAA and the CAA shall continue to demonstrate effective oversight according to agreed procedures defined in the U.S.-UK MAG.

- (a) In particular, the FAA and the CAA shall:
 - (1) Perform sampling inspections on each other's systems;
 - (2) Have the right to participate in each other's quality audits and sampling inspections;
 - (3) Ensure that regulated entities provide access to the FAA and the CAA audits and inspection reports;
 - (4) Make available the reports from quality audits and sampling inspections applicable to these Maintenance Implementation Procedures;
 - (5) Make the appropriate personnel available to participate in the sampling inspections;

- (6) Make available the repair station and AMO's records and inspection reports, including completed enforcement actions;
- (7) Provide interpretive assistance, where necessary, at their office during the review of internal maintenance organization records and documentation;
- (8) Assist each other in the closure of any findings from the inspection; and
- (9) Ensure that any sampling inspections are identified and based on risk analysis and objective criteria, without prejudice to the discretionary power of the Authorities.

(b) The FAA and the CAA shall notify each other at the earliest opportunity in the event that either Authority is not able to meet a requirement in this paragraph. If either the FAA or the CAA believes that technical competency is no longer adequate, the Authorities shall consult and propose an action plan, including any necessary rectification activities, in order to address deficiencies.

(c) In the event that the FAA and the CAA do not rectify deficiencies found during their audits and inspections within the timeframe specified in the action plan, either Authority may address the matter during their periodic meetings, as specified in paragraph 3.0 of these Maintenance Implementation Procedures.

(d) When the FAA or the CAA intend to suspend acceptance of findings or approvals, they shall promptly notify the other Authority.

(e) In cases where U.S.-based repair stations perform work on civil aeronautical products under the regulatory control of the CAA, the CAA may rely on the activities performed by EASA on the basis of Annex 2 of the U.S.-EU Agreement with regard to the above-mentioned tasks.

4.2 Fees

Each Authority shall endeavor to ensure that fees imposed on applicants and regulated entities for certification and approval of related services under these Maintenance Implementation Procedures are just, reasonable, commensurate with the services, and in accordance with applicable regulatory requirements.

CHAPTER V – ENTRY INTO FORCE AND TERMINATION

5.0 Entry into Force and Termination

(a) These Maintenance Implementation Procedures shall enter into force when the following conditions are satisfied:

- (1) It has been signed by the duly authorized representatives of both the FAA and the CAA;
- (2) The UK has exited the European Union (EU);
- (3) The UK's Aviation Safety (Amendment etc.) (EU Exit) Regulations 2019 are applicable and in force; and
- (4) There is no withdrawal agreement between the EU and the UK.

(b) These Maintenance Implementation Procedures shall remain in force until terminated. Either Party may terminate these Maintenance Implementation Procedures at any time by providing sixty (60) days' notice in writing to the other Party. Termination of these Maintenance Implementation Procedures will not affect the validity of activity conducted thereunder prior to termination.

(c) These Maintenance Implementation Procedures shall remain in force, contingent upon the Agreement remaining in force, unless these Maintenance Implementation Procedures are otherwise terminated in accordance with paragraph 5.0(b) above.

(d) These Maintenance Implementation Procedures shall remain in force, provided that the U.S.-EU Agreement remains in force and continues to be recognized by the CAA as applicable to any EASA AMO approval holder located in the United States.


(e) Upon the entry into force of these Maintenance Implementation Procedures, maintenance organizations located in the UK certificated by the FAA as a Title 14 of the Code of Federal Regulations (14 CFR) part 145 repair station and approved by the CAA as an AMO under a (UK) Part-145 must comply with all the requirements of these Maintenance Implementation Procedures.

CHAPTER VI – AUTHORITY

The FAA and the CAA agree to the provisions of these Maintenance Implementation Procedures as indicated by the signature of their duly authorized representatives.

Federal Aviation Administration
Department of Transportation
United States of America


Civil Aviation Authority
United Kingdom of Great Britain
and Northern Ireland



3/11/19

Rick Domingo
Executive Director
Flight Standards Service

Date



17 Mar 2019

Mark Swan
Director
Safety and Airspace
Regulation Group

Date

APPENDIX 1 – SPECIAL CONDITIONS

1.0 FAA Special Conditions Applicable to AMOs Located in the UK

To be approved in accordance with 14 CFR part 145, and pursuant to the terms of these Maintenance Implementation Procedures, the AMO shall comply with all of the following Special Conditions:

(a) The AMO applying for a 14 CFR part 145 repair station certificate shall submit an application in a form and manner acceptable to the FAA. The application for both initial, renewal, and amendment of the repair station certification shall include:

- (1) A statement demonstrating that the 14 CFR part 145 repair station certificate and/or rating is necessary for maintaining or altering U.S.-registered aircraft and articles for use on U.S.-registered aircraft, or foreign-registered aircraft operated under the provisions of 14 CFR part 121 or part 135, and articles for use on these aircraft.
- (2) A list of maintenance functions, approved by the CAA, to be contracted/sub-contracted to perform maintenance on U.S. aeronautical products.
- (3) In the case of transporting dangerous goods on aircraft, written confirmation demonstrating that all involved employees, contractors, and sub-contractors have been trained as outlined in the transport of dangerous goods. The training shall be in accordance with the most current edition of International Civil Aviation Organization (ICAO) standards as specified in Annex 18 and the Technical Instructions for the Safe Transport of Dangerous Goods by Air.
- (4) A copy of the current CAA maintenance organization certificate and approval schedule. The 14 CFR part 145 repair station ratings cannot exceed the CAA maintenance organization's ratings and scope of work.

(b) The AMO must provide a supplement (FAA supplement) in English to its MOE that is approved by the CAA and maintained at the AMO. Once approved by the CAA, the FAA supplement shall be deemed accepted by the FAA. All revisions to the FAA supplement must be approved by the CAA. The FAA supplement to the MOE shall include the following:

- (1) A signed and dated statement by the Accountable Manager that obligates the organization to comply with these Maintenance Implementation Procedures.
- (2) A summary of its quality system, which shall also cover the FAA Special Conditions.
- (3) Procedures for approval for release or return to service that satisfy the requirements of 14 CFR part 43 for aircraft and the use of FAA Form 8130-3 or CAA Form 1 for components. This includes the information required by 14 CFR part 43 (§ 43.9 and § 43.11) and all information required to be made or kept by the owner or operator in English, as appropriate.
- (4) Procedures for reporting to the FAA any serious failures, malfunctions, or defects of an article and Suspected Unapproved Parts (SUP) discovered, or intended to be installed, on U.S. aeronautical products.
- (5) Procedures to notify the FAA regarding any changes to line stations that:
 - (i) Are under the surveillance of the CAA, with the exception of line stations located in the United States, as such line stations are beyond the scope of these Maintenance Implementation Procedures;
 - (ii) Maintain U.S.-registered aircraft; and
 - (iii) Impact the FAA operation specifications.
- (6) Procedures to qualify and monitor additional fixed locations and line stations.

- (7) Procedures to verify that all contracted or sub-contracted maintenance performed by non-FAA-certificated organizations include provisions requiring the following:
- (i) The repair station remains directly in charge of the maintenance;
 - (ii) The contractor or sub-contractor follows a Quality System equivalent to the AMO's Quality System; and
 - (iii) The article is returned to the repair station for final inspection/testing, and the repair station verifies by test and/or inspection the work has been performed satisfactorily and the article is airworthy before approving it for return to service.
- (8) Procedures to ensure that major repairs and major alterations (as defined in 14 CFR part 1) or modifications are accomplished in accordance with technical data approved by the FAA.
- (9) Procedures to ensure compliance with a U.S. 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).
- (10) Procedures to ensure compliance with the manufacturer's maintenance manuals or ICAs and the handling of deviations.
- (11) 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.
- (12) Procedures to permit work away from the fixed location, when applicable.
- (13) Procedures to confirm that the AMO's supervisors, employees, and maintenance personnel responsible for final inspection and approval for return to service of U.S.-registered aircraft or foreign-registered aircraft operated under the provisions of 14 CFR part 121 or part 135 are able to read, write, and understand the English language.

(c) To continue to be approved in accordance with 14 CFR parts 43 and 145, pursuant to the terms of these Maintenance Implementation Procedures, the AMO shall comply, and the CAA shall verify that the AMO complies with the following:

- (1) The AMO allows the FAA, or the CAA on behalf of the FAA, unimpeded access to inspect the repair station for continued compliance with the requirements of (UK) Part-145 regulations and the FAA Special Conditions (i.e., 14 CFR parts 43 and 145);
- (2) The repair station continues to comply with (UK) Part-145 regulations and the FAA Special Conditions.

(d) Investigations and enforcement by the FAA may be undertaken in accordance with FAA rules and directives. The repair station must cooperate with any investigation or enforcement action.

(e) Where regulatory compliance is maintained, the FAA may renew the 14 CFR part 145 repair station's initial certification after 12 months, and every 24 months thereafter.

2.0 CAA Special Conditions Applicable to U.S.-based 14 CFR part 145 Repair Stations Certificated and Approved under the EASA Certificate issued in accordance with Annex 2 of the U.S.-EU Agreement.

Refer to Chapter II, paragraph 2.2 above.

