

# Technical Arrangement on Aircraft Maintenance between the Transport Canada Civil Aviation Directorate and the Civil Aviation Authority of New Zealand

## Preamble

1. Transport Canada, Civil Aviation Directorate (TCCA) and the Civil Aviation Authority of New Zealand (CAANZ), (hereafter called the parties), have agreed to the following Technical Arrangement on aeronautical product maintenance.
2. The parties will work in accordance with this Technical Arrangement from the date on which it is signed, until such time as it is replaced by some other arrangement, revised by mutual agreement, or revoked by either of the parties.
3. This Technical Arrangement supersedes any previous agreements or arrangements between the parties, relating to aeronautical product maintenance.

## General

4. Except by mutual consent in a particular case, neither party will issue any approvals to maintenance organizations in the area of the other party, except as provided in this Technical Arrangement. This provision shall not prevent either party from approving in the area of the other party; an air operator line station; or a sub-base of an existing domestically approved organization.
5. The parties agree that their respective laws, regulations, standards, practices, procedures and systems for the approval and oversight of aircraft maintenance in general, and approved maintenance organizations in particular, are sufficiently comparable to permit the acceptance of each other's maintenance certification and surveillance systems, subject to the procedures described in this Technical Arrangement.

Therefore, and without prejudice to the obligations of each of the parties under its own regulations, the purpose of this Technical Arrangement is to avoid duplication of inspections and evaluations by enabling each party to give the same validity to:

- (a) The other party's inspection and evaluation findings for the approval of maintenance organizations as to its own inspection and evaluation findings; and
- (b) The other party's system for the release of aeronautical products to service after maintenance as to its own release system.

## Definitions

6. Within this Technical Arrangement, the following terms have the meanings specified:

*“Area”* in relation to New Zealand, means the national territory of New Zealand; and in relation to Canada, means the national territory of Canada.

*“Aeronautical product”* means any civil aircraft, and any aircraft engine, propeller, sub assembly, appliance, material, part or component to be installed thereon.

*“Maintenance”* means the inspection, overhaul, repair, modification or replacement of parts of any aeronautical product.

*“Modification”* means a change to the type design of an aeronautical product.

*“Oversight”* means the periodic surveillance by an Authority to determine continuing compliance with the appropriate standards.

*“Overseeing authority”* means the Civil Aviation Authority having jurisdiction over a maintenance organization performing maintenance functions covered by this Technical Arrangement.

*“Responsible authority”* means the Civil Aviation Authority having legal responsibility for regulating and controlling aeronautical products.

*“Technical records”* means the documents that an owner or operator is required to maintain in respect of a particular aeronautical product, in accordance with the regulations of the responsible authority. Technical records include but are not limited to; data contained in or referred to in technical, journey, airframe, engine, propeller and component logs, weight and balance reports, technical drawings, x-ray films and other NDT reports, laboratory reports and flight test records.

## Scope

7. This Technical Arrangement applies to:

- (a) The acceptance by one party of aeronautical product maintenance performed under the maintenance system of the other party;
- (b) The acceptance by one party of the evaluation and approval of maintenance organizations performed by the other party;
- (c) The exchange of information regarding maintenance standards and maintenance certification systems; and
- (d) Co-operation and assistance with respect to the maintenance of aeronautical products.

8. Unless otherwise agreed between the parties in a particular case, the acceptance of maintenance under this Technical Arrangement shall only apply in respect of work performed within the area of the overseeing authority.

### **Maintenance and Certification**

9. A maintenance organization may not perform work under this Technical Arrangement that is outside the scope of the domestic approval issued by the overseeing authority.
10. The certification of aeronautical product maintenance pursuant to this Technical Arrangement will be accepted by the parties as follows:
  - (a) A New Zealand Certificate of Release to Service issued in accordance with NZ CAR 43.105 and this Technical Arrangement will be accepted by TCCA as equivalent to a Canadian Maintenance Release;
  - (b) A Canadian Maintenance Release issued in accordance with CAR 571.10 and this Technical Arrangement will be accepted by CAANZ as equivalent to a New Zealand Certificate of Release to Service;
  - (c) A CAANZ Authorized Release Certificate issued in accordance with this Technical Arrangement will be accepted by TCCA as equivalent to a TCCA Authorized Release Certificate; and
  - (d) A TCCA Authorized Release Certificate issued in accordance with this Technical Arrangement will be accepted by CAANZ as equivalent to a CAANZ Authorized Release Certificate.
11. Approval of the design of any repairs and modifications performed under this Technical Arrangement shall be in accordance with the requirements of the responsible authority.
12. Technical records shall be retained in accordance with the requirements of the responsible authority.
13. The design of major repairs and major modifications shall be approved in accordance with the requirements of the responsible authority.

### **Mutual Co-operation and Technical Assistance**

14. The parties will take steps to inform persons responsible for the performance, certification, or oversight of aeronautical product maintenance under this Technical Arrangement in their respective areas, of the terms and conditions herein, using their established publications or other means of communication.

15. The parties will take steps to ensure that persons performing or certifying aeronautical product maintenance subject to this Technical Arrangement comply with the terms and conditions specified herein.
16. The parties agree to provide each other with technical evaluation assistance upon request, to further the purposes and objectives of this Technical Arrangement. Such assistance may include, but is not limited to reporting on a maintenance organization's continued compliance with the requirements of this Technical Arrangement.
17. The parties will provide each other with copies of any regulations, standards, guidance material, policies, practices and interpretations relevant to this Technical Arrangement, and will ensure that such documents are updated in a timely manner. In addition, each party will notify the other of any proposal to amend such documents and provide the other party an opportunity to review and comment on the proposals
18. Where urgent or unusual situations develop that are within the scope of this Technical Arrangement but are not specifically addressed therein, the parties will review and consult each other, and upon mutual consent, take appropriate action, including amendment to this Technical Arrangement where required.
19. The parties will by mutual co-operation and with reasonable prior notice, allow each party to participate as observers in the other's inspections, audits and organizational assessments.
20. Subject to reasonable prior notification, the parties will allow each other to conduct independent oversight of each other's maintenance organizations to investigate issues relating to aircraft safety and the effective application of this Technical Arrangement.

## **Notification**

21. Each party will notify the other of any instance of unsatisfactory compliance with any regulations or any condition set forth in this Technical Arrangement that affects the ability of an organization to comply with the terms of this Technical Arrangement.
22. The overseeing authority will promptly advise the other party of any investigations or enforcement action, including revocation, suspension or change of scope in respect of maintenance organizations recognized in accordance with this Technical Arrangement.
23. Notwithstanding any of the foregoing, the responsible authority may suspend or revoke its acceptance of an organization to perform or certify maintenance pursuant to this Technical Arrangement, where the party finds that the

organization is not maintaining the applicable standards or is otherwise not achieving the intent of the Arrangement..

### **Administration and implementation**

- 24. The Director Standards and the Director of Civil Aviation of New Zealand will be jointly responsible for the administration and implementation of this Technical Arrangement.
- 25. The Parties will advise each other of any significant changes to their organizations that could affect the administration and implementation of this Technical Arrangement, including the identity of the post holders identified in paragraph 23.
- 26. The Parties will jointly review this Technical Arrangement from time to time and may amend it as appropriate by mutual consent. The first such review will take place no later than 18 months following the entry into force of this Arrangement. Any disagreement regarding the interpretation or application of this Technical Arrangement will be resolved by consultation between the post holders identified in paragraph 23.

### **Entry into force**

- 27. This Technical Arrangement will enter into force upon signature by the post holders identified in paragraph 23.
- 28. Annex I forms an integral part of this Technical Arrangement.

### **Termination**

- 29. Either Party may terminate this Technical Arrangement at any time by giving written notice of its decision to the other Party. This technical agreement will terminate 180 days following the date of receipt of such notice, unless the said notice is withdrawn by mutual agreement before the expiry of the 180-day period.
- 30. The foregoing record represents the understanding reached between the Transport Canada, Civil Aviation Directorate and the Civil Aviation Authority of New Zealand, on the matters referred to therein.

Signed on                    2007  
  
at                            on behalf of  
Transport Canada, Civil Aviation  
Directorate

Signed on                    2007  
  
at                            on behalf of  
the Civil Aviation Authority of New  
Zealand

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Director Standards  
Transport Canada, Civil Aviation  
Directorate

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Director of Civil Aviation  
Civil Aviation Authority, New Zealand

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## Annex 1

### Obligations of Maintenance Organizations

1. The overseeing authority will ensure that the following criteria are met by each organization that maintains aeronautical products in accordance with this Technical Arrangement.
2. The maintenance organization shall be approved and appropriately rated by the overseeing authority for the type and scope of work performed.
3. Except as provided otherwise in accordance with paragraph 8 of this Technical Arrangement, the maintenance organization must be located within the area of the overseeing authority. Organizations outside the area of the overseeing authority may be accepted in specific cases by mutual consent of the two authorities.
4. The maintenance organization may only subcontract work to:
  - (a) Any appropriate organization, within Canada or New Zealand, that is approved by the overseeing authority;
  - (b) Any appropriate organization that is approved by the responsible authority or is otherwise acceptable to the responsible authority in accordance with other Technical Arrangements.
5. The maintenance organization shall, upon request, provide representatives of the responsible authority with access to the organization to confirm compliance with the requirements of this Technical Arrangement.
6. The maintenance organization shall hold a copy of this Technical Arrangement and make it available to certifying staff.
7. The maintenance organization shall ensure that:
  - (a) The owner or operator of the aeronautical product being maintained has obtained the approval of the responsible authority in respect of any major modifications and repairs;
  - (b) Maintenance is performed in accordance with the regulations of the overseeing authority and this Technical Arrangement;

- (c) Technical records are completed in accordance with the requirements of the responsible authority;
- (d) Any mandatory reportable conditions found in aeronautical products are reported to the owner or operator; and
- (e) Maintenance is certified or released using the appropriate certification required by the overseeing authority, and making reference to this Technical Arrangement.