

**WORKING ARRANGEMENT BETWEEN
THE CIVIL AERONAUTICS ADMINISTRATION OF TAIWAN
AND THE
CIVIL AVIATION AUTHORITY OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND FOR THE PROMOTION OF AVIATION SAFETY**

THE CIVIL AERONAUTICS ADMINISTRATION OF TAIWAN (CAAT) AND THE CIVIL AVIATION AUTHORITY (UK CAA) OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (UNITED KINGDOM OR UK) (collectively, the Participants),

NOTING common concerns for the safe operation of civil aircraft;

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

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

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

RECOGNISING the mutual benefit of developing procedures designed to facilitate reciprocal acceptance of airworthiness approvals detailed in implementation procedures to this Working Arrangement and maintenance of confidence in the other Participant's conformity assessments;

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

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

have entered into the following arrangement:

1. PURPOSE OF THIS ARRANGEMENT

- 1) The Participants may facilitate recognition and/or acceptance 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) the provision of training through associated entities;
 - (d) safety initiatives and exchange of relevant safety information;
 - (e) sharing safety-related data;
 - (f) related cooperative activities;
 - (g) carrying out Monitoring; and
 - (h) other forms of civil aviation safety cooperation they may jointly decide upon.

- 3) The Participants recognise the effect of the UK's European Union (Withdrawal) Act 2018 insofar as it applies to any approval or certificate issued to a UK organisation before 31 December 2020. Any such certificate or approval is deemed to be a UK CAA certificate or approval and thereby deemed approved through the mechanism of this Arrangement.

2. PRINCIPLES

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

3. DEFINITIONS

- 1) "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.
- 2) "Civil Aeronautical Product" or "Product" means any civil aircraft, aircraft engine, or aircraft propeller or sub-assembly, appliance, part, or component installed or to be installed thereon.
- 3) "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) "Monitoring" means the periodic surveillance by a Participant to determine continuing compliance with the appropriate applicable standards.

4. GENERAL COMMITMENTS

- 1) Each Participant will commit, as specified in any Implementation Procedures and the guidance referred to therein, to recognising the results of those 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 applicable Implementation Procedures.
- 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 Implementation Procedures.
- 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 joint decision 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) CAAT and the UK CAA commit to exchanging contact points for all aspects of this Arrangement. These contact points will oversee the effective

implementation of this Arrangement and Implementation Procedures. The relevant contacts should meet regularly to discuss this Arrangement, its Implementation Procedures and/or any other relevant topic including whether any Implementation Procedures 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 Implementation Procedures 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 Implementation Procedures 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 Implementation Procedures 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 will be just, reasonable, and commensurate with the certification and/or surveillance services provided.
- 3) Each Participant will be able 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 or services provided under this Arrangement or Implementation Procedures.

10. OTHER UNDERSTANDINGS

- 1) Except where otherwise specified in the Implementation Procedures, 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) This Arrangement will not affect the rights, obligations, benefits and commitments of the Participants under any other international agreement or arrangement.

11. CONSULTATIONS AND SETTLEMENT OF DISPUTES

- 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 dispute regarding the interpretation of this Arrangement and its Implementation Procedures.

12. TERMINATION AND AMENDMENT

- 1) This 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 joint decision of the Participants before the expiry of this period.
- 3) Following termination of this Arrangement or any of its Implementation Procedures, 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.
- 4) The Participants may amend this Arrangement or its Implementation Procedures at any time by joint decision.

13. CONTACT POINTS

The Participants designate as their respective points of contact:

For the Civil Aeronautics Administration of Taiwan:

Flight Standards Division

340, Dun Hwa North Road

Taipei

105008

Taiwan R.O.C.

Telephone: +886 2 2349 6067

Email: gen@mail.caa.gov.tw

For the Civil Aviation Authority of the United Kingdom:

Civil Aviation Authority

Safety & Airspace Regulation Group

Aviation House

Beehive Ring Road

West Sussex

RH6 0YR

UK

Telephone: +44 1293 573 848

Email: BilateralSafetyArrangements@caa.co.uk

14. DATE OF OPERATION AND SIGNATURE

This Arrangement will come into operation upon the last, duly authorised signature below.

SIGNED, in duplicate, in English.

**FOR THE CIVIL AERONAUTICS
ADMINISTRATION OF TAIWAN**



Kuo-Shian Lin
Director General
Civil Aeronautics Administration

Date 18 Oct 2022

Taipei

**FOR THE CIVIL AVIATION AUTHORITY
OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND**



Richard Moriarty
Chief Executive
Civil Aviation Authority

Date 13 OCTOBER 2022

London