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Guidance on the Implementation of Article 83 *bis* of the Convention on International Civil Aviation

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INTRODUCTION

1. Article 83 *bis* of the *Convention on International Civil Aviation* (Chicago, 1944) (hereinafter referred to as “the Convention”) entered into force on 20 June 1997. This first substantive amendment to the Convention, which was unanimously approved by the 23rd Session of the ICAO Assembly on 6 October 1980, is intended to provide better regulation and oversight over air safety in the case of international lease, charter or interchange of aircraft.
2. Although the Convention allocates certain safety oversight functions to the State of Registry which that State is entitled and obligated to discharge, the ICAO Assembly recognized in Resolution A23-13 that the State of Registry may be unable to fulfil its responsibilities adequately in instances where aircraft are leased, chartered or interchanged — in particular without crew — by an operator of another State and that the Convention may not adequately specify the rights and obligations of the State of the Operator in such instances.
3. Accordingly, the ICAO Council urged that if, in the above-mentioned instances, the State of Registry finds itself unable to discharge adequately the functions allocated to it by the Convention, it delegate to the State of the Operator, subject to acceptance by the latter State, those functions of the State of Registry that can more adequately be discharged by the State of the Operator.
4. With the entry into force of Article 83 *bis* of the Convention, such transfer agreements will have effect in respect of Contracting States which have ratified the related Protocol (Doc 9318) upon fulfilment of the conditions established in Article 83 *bis*.
5. Article 83 *bis* establishes that agreements for the transfer of certain oversight responsibilities from the State of Registry to the State of the Operator shall be recognized by all other Contracting States which have ratified it. The transfer of responsibility may involve functions and duties under Articles 12, 30, 31 and 32 *a*) of the Convention, which address rules of the air, radio licensing, certificates of airworthiness, and personnel licences, respectively.
6. In order to assist Contracting States in this matter, the Secretariat initially developed “Guidelines on the Implementation of Article 83 *bis*”, the draft of which was transmitted in 1998 to the Air Transport Regulation Panel (ATRP) for comment. To provide additional assistance to Contracting States wishing to apply Article 83 *bis*, the Secretariat also developed a “Model Agreement on the Implementation of Article 83 *bis*”. This guidance material was reviewed by the Air Transport Committee of the Council in the framework of its consideration of a Secretariat Study on Aircraft Leasing and distributed to Contracting States through State letter EC 2/82, LE 4/55-99/54, dated 14 May 1999, (Study on aircraft leasing and material on the implementation of Article 83 *bis*, Attachment B refers).
7. This guidance material on the implementation of Article 83 *bis* has been further reviewed and enhanced in light of the application of Article 83 *bis* since 1997 and is now offered in this circular for use by Contracting States. Reference should also be made to other relevant material that has been or will be developed or updated, more particularly, the *Manual of Procedures for Operations Inspection, Certification and Continued Surveillance* (Doc 8335), the *Airworthiness Manual* (Doc 9760) and the *Manual on the Regulation of International Air Transport* (Doc 9626).

Chapter 1

TERMINOLOGY

The following terminology is discussed to ensure that its intended meaning in the context of this circular will be clearly understood: air operator certificate, certify as airworthy, charter, interchange, lease, maintenance, operational control, operator, principal place of business, rendering valid (a certificate of airworthiness/a licence), State of Registry and State of the Operator.

Air operator certificate

Annex 6 — *Operation of Aircraft*, to the Convention defines an **air operator certificate (AOC)** as a certificate authorizing an operator to carry out specified commercial air transport operations.

Certify as airworthy

Relevant Annexes to the Convention define **certify as airworthy (to)** as to certify that an aircraft or parts thereof comply with current airworthiness requirements after maintenance has been performed on the aircraft or parts thereof.

Charter

The Study on Aircraft Leasing (Attachment A to State letter EC 2/82, LE 4/55-99/54, dated 14 May 1999) provides the following regarding the concept of **charter**: to **charter** an aircraft the entire capacity is hired or purchased privately by one or more entities, which may re-sell it to the public (this occurs most frequently in non-scheduled passenger air operations which is why they are popularly known as “charter flights”). The situation in which the charterer is another air carrier which has its own operating authority and charters the entire capacity of the aircraft, usually on short notice, is termed a **sub-charter**.

Interchange

The *Manual on the Regulation of International Air Transport* (Doc 9626) defines the concept of **interchange** as follows: an **aircraft interchange** or **interchange flight** is a regularly scheduled, single-plane through service linking a route of one air carrier at the interchange point to a route of a second air carrier, with the same aircraft being crewed by and under the operational control of the respective authorized carrier on each route. An interchange provides passengers with the benefit of a single-plane service on what is essentially an interline operation and may provide additional benefits to the carriers involved in terms of better aircraft utilization.

Lease

As stated in the 1999 ICAO Study on Aircraft Leasing, Doc 9626 describes a **leased aircraft** as one used under a contractual leasing arrangement. The term **lease** has so far not been defined by ICAO, basically because national laws governing such contracts vary and the negotiating process results in individual variations in the terms and conditions of aircraft leases, since leases are usually tailor-made to specific situations.

- For the purposes of the 1997 ECAC Recommendation on Leasing of Aircraft (Recommendation ECAC/21-1), a **lease** was understood to be a contractual arrangement whereby a properly licensed air carrier gains commercial control of an entire aircraft without transfer of ownership.
- Aircraft leases by air carriers can be characterized by their purpose. Air carriers use **financial** or **capital leases** to avoid the substantial capital outlays/debt often required in purchasing aircraft directly from the manufacturer or to reduce taxation or other costs. For example, an air carrier

may sell all or part of its fleet to a bank or other financial institution and then lease the aircraft back. Financial leases are long-term arrangements which give the outward appearance of ownership, e.g. the aircraft bear the air carrier's name/logo and are usually registered in the air carrier's State. In contrast, **operating leases** are designed to meet an air carrier's need for additional aircraft, often on a seasonal or short-term basis.

- For regulatory purposes, the two basic types of aircraft leases are **dry** leases, where the aircraft is leased without crew, and **wet** leases, where the aircraft is leased with crew. Wet leases with partial crew are sometimes referred to as **damp** leases. A **sub-lease** refers to the lease of an already leased aircraft to a third party.
- In this connection, the term **lessor** means the party from which the aircraft is leased; the term **lessee** means the party to which the aircraft is leased. For example, if air carrier A leases an aircraft to air carrier B, air carrier A is the **lessor** and air carrier B is the **lessee**.

Maintenance

Relevant Annexes to the Convention define **maintenance** as tasks required to ensure the continued airworthiness of an aircraft, including any one or combination of overhaul, repair, inspection, replacement, modification or defect rectification. Amendment 98 (effective 16 July 2001) to Annex 8 — *Airworthiness of Aircraft*, modified this definition to refer to the performance of tasks required to ensure the continuing airworthiness of an aircraft, including any one or combination of overhaul, inspection, replacement, defect rectification, and the embodiment of a modification or repair.

Operational control

Annex 6 to the Convention defines **operational control** as the exercise of authority over the initiation, continuation, diversion or termination of a flight in the interest of the safety of the aircraft and the regularity and efficiency of the flight.

Operator

Annex 6 to the Convention defines **operator** as a person, organization or enterprise engaged in or offering to engage in an aircraft operation.

Principal place of business

The notion of the operator's **principal place of business** has not been defined so far in ICAO documents, although it is referred to in Article 83 *bis* as well as in the definition of the "State of the Operator" (see below). It should be a matter of appreciating the facts of each case and comparing the importance of the various places of business of an operator so that the main one can be selected. Domestic jurisprudence or case law may also offer definitions and criteria assisting in the determination of an air operator's principal place of business. As a matter of example, a U.S. District Court assessed in 1963 that an air carrier's place of business was basically corresponding to its **centre of corporate activities** and provided related guidelines or determining factors (cf. *Wood v. United Airlines Inc.*, 8 Aviation Cases 17500).

Rendering valid

Annex 1 — *Personnel Licensing*, to the Convention defines **rendering (a licence) valid** as the action taken by a Contracting State, as an alternative to issuing its own licence, in accepting a licence issued by any other Contracting State as the equivalent of its own licence.

Annex 8 — *Airworthiness of Aircraft*, to the Convention defines **rendering (a Certificate of Airworthiness) valid** as the action taken by a Contracting State, as an alternative to issuing its own Certificate of Airworthiness, in accepting a Certificate of Airworthiness issued by any other Contracting State as the equivalent of its own Certificate of Airworthiness.

State of Registry

Relevant Annexes to the Convention define ***State of Registry*** as the State on whose register the aircraft is entered.

State of the Operator

Relevant Annexes to the Convention define ***State of the Operator*** as the State in which the operator's principal place of business is located or, if there is no such place of business, the operator's permanent residence.

Chapter 2

BACKGROUND

2.1 RATIONALE

2.1.1 The concept of registration, as expressed in Chapter III of the Convention, implies responsibility by the State of Registry for the ability of aircraft to operate safely. Each Contracting State must ensure that every aircraft listed on its register complies with the laws and regulations that apply to the flight of aircraft, regardless of where the aircraft may be operated. Any violation of these “rules of the air” will be a matter for prosecution (Article 12). More particularly, in the case of aircraft engaged in international air navigation, the State of Registry is responsible for the certification of the aircraft’s airworthiness (Article 31), radio licensing (Article 30) and crew licensing (Article 32 *a*). The necessary certificates and licences are to be issued in accordance with the Standards established in the relevant Annexes to the Convention (e.g. Annex 1 — *Personnel Licensing* and Annex 8 — *Airworthiness of Aircraft*) to the extent that the State concerned has not officially notified ICAO that it is unable to implement specific Standards contained in the relevant Annexes, in accordance with Article 38 of the Convention.

2.1.2 The operation of aircraft engaged in international navigation is governed by requirements specified in Annex 6 to the Convention. The responsibility for ensuring compliance with the majority of these requirements rests with the State of the Operator, which is the State in which the operator’s principal place of business is located. As a result of a positive assessment of the ability of an airline to operate its aircraft safely, the State of the Operator may issue an air operator certificate (AOC) as a prerequisite for engaging in international operations. States may experience difficulties in regulating and enforcing the requirements relating to air safety when aircraft entered on their register are based in another State. Often, as a result of commercial agreements such as the lease, charter or interchange of aircraft used in international operations, the State of Registry may lose control over safety compliance and be unable to exercise its functions and duties adequately.

2.1.3 When an aircraft is based outside its jurisdiction, a major difficulty for the State of Registry is to ensure compliance with maintenance requirements and, accordingly, its ability to renew the aircraft’s Certificate of Airworthiness (C of A) when required. As for the crew, dry leases (i.e. the lease of an aircraft without crew) raise the problem of validation of foreign crew licences by the State of Registry. The issue becomes complicated when the rules and requirements for crew licences in the State of Registry are at variance with the corresponding rules in the State that initially issued the licences. Differences between the laws and regulations of the State of Registry and those of the State of the Operator may also exist in the case of wet leases (i.e. a lease of aircraft with crew). While the lessor usually remains the official operator in such cases, the lessee may already operate aircraft of a similar type under its AOC. It may happen then that the wet-leased aircraft are operated under the lessee’s AOC and, consequently, the State of the lessee becomes the State of the Operator. In such circumstances, proper surveillance of the operating crew may become difficult.

2.2 ARTICLE 83 *bis*

2.2.1 In response to concerns about the safety implications associated with a growing trend in aircraft leasing, charter activity and the movement of operational bases across national boundaries, the international aviation community developed Article 83 *bis* of the Convention (“*bis*” meaning that this provision was inserted in the Convention after Article 83). Since 20 June 1997, the corresponding *Protocol Relating to an Amendment to*

the Convention on International Civil Aviation (Doc 9318) is in force with respect to the States which have ratified it, as further provided in Assembly Resolution A23-3.

2.2.2 As stated in the Protocol, this amendment to the Convention reflects the general desire of Contracting States to make provision for the transfer of certain functions and duties normally incumbent on the State of Registry to the State of the Operator, in the case of lease, charter or interchange of an aircraft or any similar arrangement. The ICAO Legal Committee, which prepared the draft (23rd Session, Montreal, 8 to 27 February 1978), considered it imperative to retain some reference in Article 83 *bis* to the legal basis of the transactions between operators giving rise to the problems addressed by this provision. Nevertheless, Article 83 *bis* defines neither lease, nor charter or interchange. These terms refer to private legal agreements, normally between airlines, while the purpose of Article 83 *bis* is to offer a solution under public international law that aims at facilitating safety oversight, taking into account the need of airlines for flexible commercial arrangements in the use of their aircraft.

2.2.3 Article 83 *bis* is an umbrella provision, the ratification of which does not entail the automatic transfer of functions and duties from the State of Registry to the State of the Operator; it requires that such a transfer be expressly arranged through an agreement between the States concerned. It also establishes the limits of the responsibilities which are transferable: any agreement of this kind can cover only the functions and duties attached to Articles 12, 30, 31 and 32 *a*) of the Convention, and these may be totally or partially transferred. This means that Article 83 *bis* is a discretionary and flexible instrument available to those that ratify it, but unless functions and duties are clearly identified and reassigned by a transfer agreement, they continue to rest with the State of Registry. The wording of Article 83 *bis* further indicates that the aircraft, subject to any transfer of responsibilities, must also be clearly identified.

2.2.4 Paragraph *c*) of Article 83 *bis* also confirms that States concerned should not be prevented from entering into such type of agreements with respect to aircraft operated under arrangements in pools, joint air transport operating organizations or international operating agencies (Article 77 of the Convention). Consequently, Article 83 *bis* does not prevent multilateral agreements from governing the transfer of such functions and duties.

2.3 FORMALITIES

2.3.1 States which are not parties to the agreements providing for a transfer of duties and functions are obligated to recognize the responsibility of the State of the Operator in exercising transferred duties and functions if two conditions are met: the third-party States must have ratified Article 83 *bis* and they must have been officially informed of the transfer. On this latter point, as addressed in paragraph *b*) of Article 83 *bis*, two options exist: either the States involved duly register their agreement with ICAO according to Article 83 of the Convention, or the States involved directly inform the other States parties to Article 83 *bis*, which may be affected by the transfer. While this direct communication may be required in certain circumstances (for instance, in the case of short-term arrangements), the obligation to register such agreements with ICAO, nevertheless, remains. ICAO then formally informs all Contracting States through publication in the quarterly *List of Agreements and Arrangements Concerning International Civil Aviation Registered with ICAO* (information also accessible via the ICAO web site at www.icao.int under “Legal”).

2.3.2 Once these formalities are complied with, Contracting States which have ratified Article 83 *bis* of the Convention are bound to recognize the State of the Operator as substituting for the State of Registry, within the limits established by the arrangement. Henceforth, as far as States which are parties to Article 83 *bis* are concerned, the State of Registry is relieved of its responsibility for carrying out the functions and duties transferred. Conversely, States which are not parties to Article 83 *bis*, or States which are parties to it but which have not been duly informed about such an agreement, are not bound to recognize the transfer of functions and duties.

2.4 TRANSFER OF RESPONSIBILITY

2.4.1 The transfer of supervisory functions and duties normally attached to the State of Registry should render international air navigation safer, since the State having the closest ties with the operator concerned will have the necessary supervisory authority to carry out effective safety oversight of the aircraft and its crew in accordance with the requirements of the relevant Annexes to the Convention.

2.4.2 If duties and functions normally attached to the State of Registry are transferred pursuant to Article 83 *bis*, the State of the Operator will be internationally responsible and liable for them and will implement them in accordance with its own laws and regulations. The aircraft will therefore, in principle, be subject to two different sets of national rules, the respective scope of which will depend on the extent of the transfer. At first glance, it may seem rather complex to conclude such agreements, as States involved may have filed varying differences in relation to specific ICAO Standards. However, this situation should eventually lead to a more universal and complete implementation of ICAO Standards and, at the same time, serve the objective of improved safety. The negotiation of agreements will encourage States to move in that direction. A more uniform implementation of ICAO Standards will make it easier to agree on the transfer of the related functions and duties.

2.4.3 As far as Annexes 1 and 8 to the Convention are concerned, such uniformity is a prerequisite for international navigation. Under Article 33 of the Convention, Contracting States must recognize the validity of each other's C of As and crew licences, provided the conditions of issuance meet the minimum requirements established by the Standards governing personnel licensing (Annex 1) and airworthiness of aircraft (Annex 8). Article 33, it should be emphasized, refers to certificates and licences "issued or rendered valid by the Contracting State in which the aircraft is registered". The entry into force of Article 83 *bis* requires a new reading of Article 33: if the authority to issue these certificates and licences has been formally transferred to the State of the Operator, Contracting States which have ratified Article 83 *bis* will be obliged to recognize the validity of the certificates and licences if they have been officially informed of the transfer (on the proviso that the State of the Operator has issued them or rendered them valid, while fully meeting the requirements of Annexes 1 and 8). Accordingly, States ratifying Article 83 *bis* should ensure that their rules and policies allow the recognition of C of As and crew licences issued by the State of the Operator, in addition to those issued by the State of Registry.

2.5 IMPLEMENTATION

To foster safety through implementation of Article 83 *bis*, oversight duties and functions of States with respect to specific aircraft and crew must be clearly allocated. The requirements to be met by agreements that cover the transfer of certain functions and duties from the State of Registry to the State of the Operator, as permitted under Article 83 *bis*, are summarized and further illustrated in guidelines and in a model agreement in Chapters 3 and 4, respectively.

Chapter 3

GUIDELINES ON THE IMPLEMENTATION OF ARTICLE 83 *bis*

3.1 All or part of the duties and functions pertaining to Articles 12, 30, 31 and 32 *a*) of the Convention may be transferred from the State of Registry to the State of the Operator. The duties and functions to be transferred must be mentioned specifically in the transfer agreement as, in the absence of such mention, they are deemed to remain with the State of Registry.

Note.— Guidance on the transfer of airworthiness-related duties and functions may be found in the Airworthiness Manual (Doc 9760), Volume II, Part B, Chapter 10 — International Leasing Arrangements. Authorities concerned shall give special consideration to the objectives of continuing airworthiness and to the transfer of information as required in Annex 6, Part I, 8.3 to 8.8, as well as in Annex 8, Part II, Chapter 4. Additional guidance regarding operational surveillance may be found in the Manual of Procedures for Operations Inspection, Certification and Continued Surveillance (Doc 8335), Chapter 10 — Lease, Charter and Interchange Operations.

3.2 States should not enter into a transfer agreement if the State of the Operator concerned is not capable of adequately performing the duties and functions that are envisaged for transfer.

3.3 The aircraft concerned should be clearly identified in the agreement by including reference to the aircraft type, registration and serial numbers.

3.4 Any type of commercial arrangement for cross-border lease, charter or interchange of aircraft, or any similar arrangement, may give rise to a transfer agreement.

Note.— Article 83 bis refers inter alia to “lease” in general, not excluding wet leases in principle. Nevertheless, the application of Article 83 bis to wet lease arrangements would then require that foreign wet-leased aircraft concerned be operated under the lessee’s AOC. Such cases are rare, in view of the difficulty for the State of the lessee, as State of the Operator, to implement the operational requirements of Annex 6 to the Convention.

3.5 The issuance of an AOC, as required by Annex 6 for international commercial operations, is not an absolute precondition for such a transfer agreement, the object of which may be general aviation aircraft as well.

3.6 The duration of the agreement on the transfer should not exceed the period covered by the corresponding commercial arrangement (for example, the lease). Accordingly, the period of validity of the transfer should be mentioned in the agreement, taking into consideration that the registration of the aircraft concerned will not be changed.

3.7 The level of authority for signing transfer agreements should be equivalent to that required for administrative arrangements between aeronautical authorities.

Note.— Pursuant to Article 83, as referred to in Article 83 bis b), the Rules for Registration with ICAO of Aeronautical Agreements and Arrangements (Doc 6685) apply to any agreement or arrangement relating to international civil aviation. Implementation of Article 83 bis may be made through administrative agreements or arrangements between civil aviation authorities, usually signed at the level of director general, i.e. they do not require diplomatic credentials for signature, nor do they require ratification. More formal agreements (e.g. bilateral agreements) are, of course, also legally adequate.

3.8 Any transfer agreement signed between States parties to Article 83 *bis* will be binding upon the other States parties thereto, on condition that it has been formally registered with the Council of ICAO and made public in accordance with Article 83 of the Convention, or that any third State concerned has been officially advised by way of direct notification, normally by the State of the Operator. Consequently, the State of Registry shall be relieved of responsibility (and, where applicable, of liability) in respect of the functions and duties duly transferred to the State of the Operator, and the latter shall comply with them in accordance with its own laws and regulations.

Note.— The Protocol relating to Article 83 bis (Doc 9318) came into force on 20 June 1997 in respect of the States which have ratified it. While direct notification of a transfer agreement may be preferable for the parties in certain circumstances, for instance in the case of short-term arrangements, attention is drawn to the fact that the States' obligation to register such agreements with ICAO, nevertheless, remains unaffected pursuant to Article 83 of the Convention. The registered agreements are published in the quarterly List of Agreements and Arrangements Concerning International Civil Aviation Registered with ICAO, which is issued by ICAO.

3.9 For the purpose of entering into transfer agreements, and with reference to Assembly Resolutions A23-3 and A23-13, States should ensure that, as a State of Registry, their national legislation enables them to divest themselves of the functions and duties which are the object of a transfer agreement. Furthermore, as a State of the Operator, States should ensure that their national legislation will apply to foreign-registered aircraft subject to a transfer agreement.

3.10 With reference to Article 33 of the Convention, States which have ratified Article 83 *bis* should further ensure that their national legislation recognizes the validity of C of As, as well as of radio licences and crew licences, issued or validated by the State of the Operator in accordance with Article 83 *bis*.

3.11 States which have ratified Article 83 *bis* should ensure that the information they have received concerning the existence of transfer agreements relating to aircraft operating to/from their territory is promptly relayed to the national authorities involved in inspection. Adequate procedures need to be developed and implemented for that purpose.

3.12 For the purpose of identifying the States responsible for safety oversight on the occasion of any verification process such as ramp inspections, a certified true copy of the transfer agreement should be carried on board the aircraft at all times while the transfer agreement is in force. It is also recommended that a certified true copy of the AOC under which the aircraft is operated, and in which it should be listed, be carried on board.

3.13 In case the aircraft is to enter the airspace of Contracting States which are not parties to Article 83 *bis*, or which are parties but have not been duly advised about a transfer agreement in accordance with this provision, the certificates and licences on board the aircraft should be issued or rendered valid by the State of Registry as the latter would, in this case, remain fully responsible in regard to Articles 30, 31 and 32 *a*) of the Convention despite the transfer agreement with the State of the Operator.

Chapter 4

MODEL AGREEMENT

The model agreement hereunder was developed by the Secretariat on the basis of agreements registered with ICAO and taking into account other related information. It should be noted that **the model agreement reflects only one of the numerous possibilities for which Contracting States can opt**, since Article 83 *bis* provides that “all or part” of the referenced functions and duties of the State of Registry may be subject to such a transfer to the State of the Operator. Such agreements registered with ICAO as at 20 November 2002 are listed in Chapter 7 of this circular and some of them (unidentified) are reproduced in the Appendices thereto.

Model Agreement between [State 1] and [State 2] on the Implementation of Article 83 *bis* of the Convention

WHEREAS the Protocol relating to Article 83 *bis* of the *Convention on International Civil Aviation* (Chicago, 1944) (hereinafter referred to as “the Convention”), to which [State 1] and [State 2] are parties, entered into force on 20 June 1997;

WHEREAS Article 83 *bis*, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry’s functions and duties pertaining to Articles 12, 30, 31 and 32 *a)* of the Convention;

WHEREAS, in line with Doc 9760 (*Airworthiness Manual*), Volume II, Part B, Chapter 10, and in light of Doc 8335 (*Manual of Procedures for Operations Inspection, Certification and Continued Surveillance*), Chapter 10, it is necessary to establish precisely the international obligations and responsibilities of [State 1] (State of Registry) and [State 2] (State of the Operator) in accordance with the Convention;

WHEREAS, with reference to the relevant Annexes to the Convention, this Agreement organizes the transfer from [State 1] to [State 2] of responsibilities normally carried out by the State of Registry, as set out in Sections 3 and 4 below;

The Government of [State 1], represented by its [Civil Aviation Authority], and
The Government of [State 2], represented by its [Civil Aviation Authority],

Hereinafter referred to as “the Parties”, have agreed as follows on the basis of Articles 33 and 83 *bis* of the Convention:

ARTICLE I — SCOPE

Section 1. [State 1] shall be relieved of responsibility in respect of the functions and duties transferred to [State 2], upon due publicity or notification of this Agreement as determined in paragraph *b)* of Article 83 *bis*.

Section 2. The scope of this Agreement shall be limited to [types of aircraft] on the register of civil aircraft of [State 1] and operated under leasing arrangement by [operator], whose principal place of business is in [State 2]. The list of aircraft concerned, identified by type, registration number and serial number, is reproduced in Attachment 1, which also indicates the term of each leasing arrangement.

ARTICLE II — TRANSFERRED RESPONSIBILITIES

Section 3. Under this Agreement, the Parties agree that [State 1] transfers to [State 2] the following functions and duties, including oversight and control of relevant items contained in the respective Annexes to the Convention:

Annex 1 — *Personnel Licensing*, issuance and validation of licences.

Annex 2 — *Rules of the Air*, enforcement of compliance with applicable rules and regulations relating to the flight and manoeuvre of aircraft.

Annex 6 — *Operation of Aircraft* (Part I — *International Commercial Air Transport — Aeroplanes*), all responsibilities which are normally incumbent on the State of Registry. Where responsibilities in Annex 6, Part I, may conflict with responsibilities in Annex 8 — *Airworthiness of Aircraft*, allocation of specific responsibilities is defined in Attachment 2.

Section 4. Under this Agreement, while [State 1] will retain full responsibility under the Convention for the regulatory oversight and control of Annex 8 — *Airworthiness of Aircraft*, the responsibility for the approval of line stations used by the [operator], which are located away from its main base, is transferred to [State 2]. The procedures related to the continuing airworthiness of aircraft to be followed by the [operator] will be contained in the operator's maintenance control manual (MCM). Attachment 2 hereunder describes the responsibilities of the Parties regarding the continuing airworthiness of aircraft.

ARTICLE III — NOTIFICATION

Section 5. Responsibility for notifying directly any States concerned of the existence and contents of this Agreement pursuant to Article 83 *bis b*) rests with [State 2] as the State of the Operator, as needed. This Agreement, as well as any amendments to it, shall also be registered with ICAO by [State 1] as the State of Registry or [State 2] as the State of the Operator, as required by Article 83 of the Convention and in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (Doc 6685).

Section 6. A certified true copy [in each language] of this Agreement shall be placed on board each aircraft to which this Agreement applies.

Section 7. A certified true copy of the air operator certificate (AOC) issued to [operator] by [State 2], in which the aircraft concerned will be duly listed and properly identified, will also be carried on board each aircraft.

ARTICLE IV — COORDINATION

Section 8. Meetings between [State 1-CAA] and [State 2-CAA] will be held at [three-] month intervals to discuss both operations and airworthiness matters resulting from inspections that have been conducted by respective inspectors. For the sake of enhanced safety, these meetings will take place for the purpose of resolving any discrepancies found as a result of the inspections and in order to ensure that all parties are fully informed about the [operator's] operations. The following subjects will be among those reviewed during these meetings:

- Flight operations
- Continuing airworthiness and aircraft maintenance
- Operator's MCM procedures, if applicable
- Flight and cabin crew training and checking
- Any other significant matters arising from inspections

Section 9. Subject to reasonable notice, [State 1-CAA] will be permitted access to [State 2-CAA] documentation concerning [operator] in order to verify that [State 2] is fulfilling its safety oversight obligations as transferred from [State 1].

Section 10. During the implementation of this Agreement, and prior to any aircraft subject to it being made the object of a sub-lease, [State 2], remaining the State of the Operator, shall inform [State 1]. None of the duties and functions transferred from [State 1] to [State 2] may be carried out under the authority of a third State without the express written agreement of [State 1].

ARTICLE V — FINAL CLAUSES

Section 11. This Agreement will enter into force on its date of signature, and come to an end for aircraft listed in Attachment 1 at the completion of the respective leasing arrangements under which they are operated. Any modification to the Agreement shall be agreed by the parties thereto in writing.

Section 12. Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

Section 13. In witness thereof, the undersigned directors of civil aviation of [State 1] and [State 2] have signed this Agreement.

For the
Government of [State 1]

For the
Government of [State 2]

[Signature]

[Signature]

[Name, title, place and date]

[Name, title, place and date]

Attachments: Attachment 1 — Aircraft Affected by this Agreement
Attachment 2 — Responsibilities of [State 1] and [State 2] Regarding Airworthiness

Attachment 1**AIRCRAFT AFFECTED BY THIS AGREEMENT**

Aircraft type	Registration number	Serial number	Leasing term
[A320]			[date]
[B737]			[date]
[E120]			[date]
[IL62]			[date]

Attachment 2

RESPONSIBILITIES OF [STATE 1] AND [STATE 2] REGARDING AIRWORTHINESS

ICAO Doc	Subject	Responsibilities of the State of Registry ([State 1])	Responsibilities of the State of the Operator ([State 2])
Annex 8, Part II, Chapter 4; Doc 9760, Volume II, Part B, Chapter 8	Mandatory continuing airworthiness information	Ensure that [State 2-CAA] and the [operator] receive all applicable mandatory continuing airworthiness information.	Ensure that the [operator] complies with mandatory continuing airworthiness information transmitted by [State 1-CAA].
Annex 6, Part I, 5.2.4	Operation of aircraft in compliance with its Certificate of Airworthiness (C of A)		Assume State of Registry's responsibility as defined in 5.2.4 of Annex 6, Part I.
Annex 6, Part I, 8.1.2	Operator's maintenance responsibilities	Approve maintenance organizations used by the [operator], except for line stations away from oper- ator's main base.	Approve line stations away from the [operator's] main base.
Annex 6, Part I, 8.2.1 to 8.2.4	Operator's maintenance control manual (MCM)		Ensure that guidance is contained in the MCM, approve the MCM and transmit a copy to [State 1-CAA].
Annex 6, Part I, 8.4.1 to 8.4.3	Maintenance records	Inspect maintenance records and documents every six months.	Ensure that records are kept in accordance with 8.4.1 to 8.4.3 of Annex 6, Part I, and inspect in accordance with the re- quirements of the AOC.
Annex 6, Part I, 8.5.1 and 8.5.2	Continuing airworthiness information	Ensure that the airworthiness requirements of [State 1] are known to both [State 2-CAA] and [operator].	Ensure that the airworthiness requirements of [State 1] and [State 2] are complied with and adequate procedures are incorporated in the MCM.
Annex 6, Part I, 8.6; Doc 9760, Volume II, Part B, Chapter 10, Attachment 10-A	Modifications and repairs	Ensure that they have been previously approved by the States of Design and of Manufacture.	Ensure that the requirements are contained in the MCM and approve the MCM.

ICAO Doc	Subject	Responsibilities of the State of Registry ([State 1])	Responsibilities of the State of the Operator ([State 2])
Annex 6, Part I, 8.7 and 8.8	Approved maintenance organization and maintenance release	Approval of the [operator's] base maintenance organization and procedures in accordance with 8.7 and 8.8 of Annex 6, Part I, and communication to [State 2-CAA] of related procedures to be included in the MCM.	Approval of the [operator's] line maintenance arrange- ments away from base. Ensure that procedures are contained in the MCM and approve the MCM.

Chapter 5

RESOLUTIONS OF THE ICAO ASSEMBLY

The Assembly of ICAO has adopted several Resolutions relating to Article 83 *bis* in particular, and to the questions related to lease, charter and interchange of aircraft in general. Pertinent Resolutions currently in force are reproduced hereunder, i.e. **Resolution A23-2, which contains the text of Article 83 *bis***, and Resolutions A23-3 and A23-13.

A23-2: Amendment of the Chicago Convention regarding transfer of certain functions and duties

The Assembly of the International Civil Aviation Organization,

Having met in its Twenty-third Session at Montreal on 6 October 1980,

Having noted Resolutions A21-22 and A22-28 on lease, charter and interchange of aircraft in international operations,

Having noted the draft amendment to the Convention on International Civil Aviation prepared by the 23rd Session of the Legal Committee,

Having noted that it is the general desire of Contracting States to make a provision for the transfer of certain functions and duties from the State of registry to the State of the operator of the aircraft in the case of lease, charter or interchange or any similar arrangements with respect to such aircraft,

Having considered it necessary to amend, for the purpose aforesaid, the Convention on International Civil Aviation done at Chicago on the seventh day of December 1944,

1. *Approves*, in accordance with the provisions of Article 94(a) of the Convention aforesaid, the following proposed amendment to the said Convention:

Insert after Article 83 the following new Article 83 *bis*:

“Article 83 *bis*

Transfer of certain functions and duties

- a) Notwithstanding the provisions of Articles 12, 30, 31 and 32(a), when an aircraft registered in a contracting State is operated pursuant to an agreement for the lease, charter or interchange of the aircraft or any similar arrangement by an operator who has his principal place of business or, if he has no such place of business, his permanent residence in another contracting State, the State of registry may, by agreement with such other State, transfer to it all or part of its functions and duties as State of registry in respect of that aircraft under Articles 12, 30, 31 and 32(a). The State of registry shall be relieved of responsibility in respect of the functions and duties transferred.
- b) The transfer shall not have effect in respect of other contracting States before either the agreement between States in which it is embodied has been registered with the Council and made public pursuant to Article 83 or the existence and scope of the agreement have been directly communicated to the authorities of the other contracting State or States concerned by a State party to the agreement.

- c) The provisions of paragraphs (a) and (b) above shall also be applicable to cases covered by Article 77.”
2. *Specifies*, pursuant to the provisions of the said Article 94(a) of the said Convention, ninety-eight as the number of Contracting States upon whose ratification the proposed amendment aforesaid shall come into force, and
3. *Resolves* that the Secretary General of the International Civil Aviation Organization draw up a Protocol, in the English, French, Russian and Spanish languages, each of which shall be of equal authenticity, embodying the proposed amendment above-mentioned and the matter hereinafter appearing:
- a) The Protocol shall be signed by the President of the Assembly and its Secretary General.
 - b) The Protocol shall be open to ratification by any State which has ratified or adhered to the said Convention on International Civil Aviation.
 - c) The instruments of ratification shall be deposited with the International Civil Aviation Organization.
 - d) The Protocol shall come into force in respect of the States which have ratified it on the date on which the ninety-eighth instrument of ratification is so deposited.
 - e) The Secretary General shall immediately notify all Contracting States of the date of deposit of each ratification of the Protocol.
 - f) The Secretary General shall immediately notify all States parties to the said Convention of the date on which the Protocol comes into force.
 - g) With respect to any Contracting State ratifying the Protocol after the date aforesaid, the Protocol shall come into force upon deposit of its instrument of ratification with the International Civil Aviation Organization.

A23-3: Ratification of Protocol incorporating Article 83 *bis* into the Chicago Convention

The Assembly,

Having adopted Resolution A23-2 amending the Chicago Convention by the addition of a new Article 83 *bis*,

Urges all Contracting States to complete any necessary changes in their national law and to ratify the amendment as soon as possible.

A23-13: Lease, charter and interchange of aircraft in international operations

Whereas it is in the general interest of international civil aviation that arrangements for lease, charter and interchange of aircraft, particularly aircraft without crew, be facilitated;

Whereas the international provisions in force contain no absolute impediment to the implementation of such arrangements;

Whereas, inter alia, Annex 6 to the Convention on International Civil Aviation does not prevent the State of Registry from delegating to another State the authority to exercise the functions incumbent upon it pursuant to that Annex;

Whereas such delegation may facilitate the implementation of arrangements for lease, charter and interchange of aircraft, particularly aircraft without crew;

Whereas such delegation may only be made without prejudice to the rights of third States;

Whereas the Convention on International Civil Aviation was developed prior to the widespread application of international lease, charter and interchange of aircraft, particularly aircraft without crew;

Whereas the Convention on International Civil Aviation places on a State of Registry responsibilities that it can fulfil when the aircraft is operated by an operator of that State, as is normally the case, but it may be unable to fulfil adequately in instances where an aircraft registered in that State is leased, chartered or interchanged, particularly without crew, by an operator of another State;

Whereas the Convention on International Civil Aviation may not adequately specify the rights and obligations of the State of an operator of the aircraft leased, chartered or interchanged, in particular without crew until such time as the amendment to the Convention (Article 83 *bis*) enters into force;

Whereas the safety and economics of international air transportation may be adversely affected by the lack of clearly defined responsibilities for aircraft leased, chartered or interchanged, in particular without crew, under the existing provisions of the Convention on International Civil Aviation;

Whereas the instances of lease, charter and interchange of aircraft have substantially risen in number, thus presenting serious problems;

Whereas the provisions in the Annexes to the Convention on International Civil Aviation relating to the delegation of authority from one State to another to exercise certain functions may only be invoked without prejudice to rights of third States;

Whereas the law of certain Contracting States is not further adapted to this situation; and

Whereas the basic problem of ultimate responsibility of the State of Registry in this matter remains unresolved until such time as the amendment to the Convention (Article 83 *bis*) enters into force;

The Assembly:

1. *Commends* the Council for the measures taken thus far in order to facilitate the lease, charter and interchange of aircraft, on the one hand by adopting various amendments to the Annexes to the Chicago Convention and on the other by commissioning the study of an appropriate agreed text by a working group and then by a special subcommittee of the Legal Committee;

2. *Declares* that the matter of lease, charter and inter-change of aircraft continues to present various problems which need solution;

3. *Urges* that, where arrangements for the lease, charter and interchange of aircraft — particularly aircraft without crew — would be facilitated, the State of Registry of such an aircraft, to the extent considered necessary, delegate to the State of the Operator its functions under Annex 6 to the Convention on International Civil Aviation;

4. *Urges* that in such cases, the State of the Operator change, if necessary, its national regulations to the extent required to empower it both to accept such delegation of functions and to oblige the operator to fulfil the obligations imposed by Annex 6;

5. *Invites* all Contracting States, the provisions of whose laws inhibit the lease, charter or interchange of aircraft, to review in due time such provisions with a view to removing those inhibitions and extending their powers in order to better enable them to exercise the new functions and duties which could be placed upon them as State of the Operator; and

6. *Declares* that this resolution supersedes Resolutions A18-16, A21-22 and A22-28.

Chapter 6

STATES PARTIES TO ARTICLE 83 *bis*

LIST OF STATES PARTIES TO ARTICLE 83 *bis* (*status as of 20 November 2002*)

Albania	22 November 1999	Georgia	4 July 2000
Andorra (5)	25 February 2001	Germany	19 October 1983
Antigua and Barbuda	17 October 1988	Ghana	15 July 1997
Argentina	12 August 1987	Greece	25 September 1984
Armenia	8 December 1999	Grenada	8 November 1990
Australia	2 December 1994	Guatemala	26 April 1983
Austria	25 April 1983	Guinea	1 October 1998
Azerbaijan	23 March 2000	Guyana	2 May 1988
Bahrain	7 February 1990	Haiti	21 September 1984
Bangladesh	2 September 1988	Hungary	27 May 1981
Barbados	5 October 1981	Iceland	9 May 1990
Belarus	24 July 1996	India	5 August 1994
Belgium	23 September 1983	Indonesia	29 July 1987
Belize	24 September 1997	Iran (Islamic Republic of)	17 June 1994
Bolivia	3 September 2002	Iraq	4 March 1982
Bosnia and Herzegovina	9 May 1997	Ireland	29 March 1990
Botswana	28 March 2001	Israel	25 February 1983
Brazil	30 October 1990	Italy	29 November 1985
Brunei Darussalam	25 August 2000	Jamaica	26 May 2000
Bulgaria	7 July 1981	Japan	26 June 1998
Burkina Faso	15 June 1992	Jordan	30 June 1993
Burundi	10 October 1991	Kazakhstan	10 September 2002
Cameroon	28 February 2002	Kenya	13 October 1982
Canada	23 October 1985	Kuwait	24 May 1995
Chile	28 June 1982	Kyrgyzstan	28 February 2000
China (3)	23 July 1997	Latvia	17 August 1999
Colombia	19 December 1995	Lebanon	14 April 1983
Croatia	6 May 1994	Libyan Arab Jamahiriya	28 October 1996
Cuba	17 May 1984	Luxembourg	1 October 1986
Cyprus	5 July 1989	Madagascar	15 December 2000
Czech Republic	15 April 1993	Malawi	13 December 1990
Denmark	22 December 1983	Maldives	30 October 1997
Ecuador	20 June 1991	Mali	11 January 1984
Egypt	11 September 1981	Marshall Islands	6 April 1994
El Salvador	8 April 1998	Mauritius	6 August 1990
Eritrea	27 May 1994	Mexico	20 June 1990
Estonia	21 August 1992	Monaco	9 May 1991
Ethiopia	25 June 1981	Mongolia	22 September 1999
Fiji	21 September 1992	Morocco	29 January 1987
Finland	18 December 1991	Nauru	28 July 1994
France	27 August 1982	Nepal	9 June 1997
Gambia	20 June 2000	Netherlands	5 November 1981

New Zealand	17 March 1993	Spain	11 July 1983
Niger	8 April 1988	Sri Lanka	27 December 2000
Nigeria	10 May 2002	Suriname	4 September 2002
Norway	20 September 1995	Swaziland	28 September 2001
Oman	11 March 1981	Sweden	13 July 1987
Pakistan	27 May 1987	Switzerland	21 February 1985
Panama	3 August 1982	Tajikistan	23 July 1996
Papua New Guinea	5 October 1992	The former Yugoslav Republic of Macedonia	23 March 1998
Paraguay	29 March 2001	Togo	24 April 1987
Peru	11 July 2000	Tonga	5 February 2002
Philippines	31 January 1984	Trinidad and Tobago	31 January 1991
Poland	24 January 2002	Turkey	13 November 1992
Portugal (1)(2)	3 March 1998	Turkmenistan	14 April 1993
Qatar	8 March 1990	Tunisia	29 April 1985
Republic of Korea	23 April 1981	Uganda	10 March 1982
Republic of Moldova	20 June 1997	Ukraine	11 August 1995
Romania	29 August 1996	United Arab Emirates	18 February 1987
Russian Federation	3 February 1988	United Kingdom	16 March 1981
Saint Kitts and Nevis (6)	20 June 2002	United States	15 February 1982
Samoa	9 July 1998	Uruguay	7 January 1982
San Marino	3 February 1995	Uzbekistan	24 February 1994
Saudi Arabia	25 June 1991	Vanuatu	31 January 1989
Seychelles	23 September 1983	Venezuela	7 May 2002
Singapore	7 May 1991	Viet Nam	7 February 1996
Slovakia	20 March 1995	Yugoslavia (F.R. of) (4)	13 January 2001
Slovenia	8 March 2000	Zambia	28 January 1993
South Africa	21 September 1998		

- (1) By a Note dated 13 September 1999, deposited with the International Civil Aviation Organization on 15 September 1999, the Government of Portugal informed the International Civil Aviation Organization that, by Presidential Decree No. 184/99 dated and published on 22 August 1999, Portugal extended application of the Protocol relating to Article 83 *bis* to the Territory of Macao. Accordingly, the Protocol took effect for the Territory of Macao on 15 September 1999.
- (2) By a Note dated 24 November 1999, the Government of Portugal advised the International Civil Aviation Organization as follows:
- “In accordance with the Joint Declaration of the Government of the Portuguese Republic and the Government of the People’s Republic of China on the Question of Macao signed on 13 April 1987, the Portuguese Republic will continue to have international responsibility for Macao until 19 December 1999 and from that date onwards the People’s Republic of China will resume the exercise of sovereignty over Macao with effect from 20 December 1999.
- From 20 December 1999 onwards, the Portuguese Republic will cease to be responsible for the international rights and obligations arising from the application of the Convention [Protocol] to Macao.”
- (3) By a Note dated 6 December 1999, the Government of the People’s Republic of China advised the International Civil Aviation Organization that this Protocol shall apply to the Macao Special Administrative Region with effect from 20 December 1999.
- (4) Yugoslavia (F.R. of), by virtue of its adherence on 14 December 2000 to the *Convention on International Civil Aviation* (Chicago, 1944), became party to all Protocols of amendment of the Convention in force at the time of adherence, effective 13 January 2001, the date of entry into force of the Convention with respect to Yugoslavia (F.R. of).

- (5) Andorra, by virtue of its adherence on 26 January 2001 to the *Convention on International Civil Aviation* (Chicago, 1944), became party to all Protocols of amendment of the Convention in force at the time of adherence, effective 25 February 2001, the date of entry into force of the Convention with respect to Andorra.
- (6) Saint Kitts and Nevis, by virtue of its adherence on 21 May 2002 to the *Convention on International Civil Aviation* (Chicago, 1944), became party to all Protocols of amendment of the Convention in force at the time of adherence, effective 20 June 2002, the date of entry into force of the Convention with respect to Saint Kitts and Nevis.

RATIFICATION PACKAGE

For those States which have not yet ratified the Protocol relating to Article 83 *bis*, the following material may be useful for ratification purposes:

Administrative Package for Ratification of the Protocol on Article 83 *bis*

1. Full name of instrument:

Protocol Relating to an Amendment to the *Convention on International Civil Aviation*, Article 83 *bis*, signed at Montreal on 6 October 1980.

2. History:

Twenty-third Session of the Assembly, Montreal, 16 September to 6 October 1980.

3. Summary:

This Protocol provides for the transfer of certain functions and duties from the State of Registry to the State of the Operator. Notwithstanding the provisions of Articles 12, 30, 31 and 32 *a)* of the Convention, when an aircraft registered in a Contracting State is operated pursuant to an agreement for lease, charter or interchange of the aircraft or any similar arrangement by an operator who has his principal place of business or, if he has no such place of business, his permanent residence in another Contracting State, the State of Registry may, by agreement with such other State, transfer to it all or part of its functions and obligations and duties as State of Registry in respect of that aircraft under Articles 12, 30, 31 and 32 *a)*. The State of Registry shall be relieved of responsibility in respect of the functions and duties transferred. The transfer shall not have effect in respect of other Contracting States before either the agreement between States in which it is embodied has been registered with the Council of ICAO and made public pursuant to Article 83 of the Convention, or the existence and scope of the agreement have been directly communicated to the authorities of the other Contracting State or States concerned by a State party to the agreement.

4. Main reasons for ratification:

The transfer of certain functions and duties from the State of Registry to the State of the Operator of leased, chartered or interchanged aircraft, as provided for by Article 83 *bis*, clarifies safety responsibilities, simplifies procedures and enhances aviation safety.

5. Entry into force:

The Protocol came into force on 20 June 1997. As at 20 November 2002, 137 instruments of ratification have been deposited.

6. Depositary:

The Secretary General
Attention: Legal Bureau
International Civil Aviation Organization
999 University Street
Montreal, Quebec H3C 5H7
Canada

7. Model instrument of ratification:

**MODEL INSTRUMENT OF RATIFICATION
BY THE (NAME OF STATE)**

WHEREAS the (name of State) is a party to the *Convention on International Civil Aviation*, signed at Chicago on 7 December 1944 (hereinafter referred to as “the Convention”), having adhered thereto on (date of adherence);

WHEREAS the aforesaid Convention has been amended by the Protocol hereinunder mentioned:

Protocol relating to an Amendment to the Convention on International Civil Aviation [Article 83 bis], signed at Montreal on 6 October 1980;

WHEREAS the Protocol came into force on 20 June 1997 for States which have ratified it;

AND CONSIDERING it desirable that the (name of State) should become party to this Protocol of Amendment to the Convention on International Civil Aviation;

NOW THEREFORE, the (name of State), having examined the said Protocol of Amendment, hereby *RATIFIES* the same, and confirms that the (name of State) shall abide by all of the provisions therein contained.

IN WITNESS THEREOF, I have signed this Instrument of Ratification and affixed hereunto the Seal of the (name of State).

Date

(Signature by Head of State,
Head of Government or
Minister for External Affairs)

Seal

Chapter 7

REGISTERED AGREEMENTS

A total of 25 agreements pursuant to Article 83 *bis* have been registered with ICAO as at 20 November 2002, as listed hereunder (copies of certain agreements (unidentified) have also been placed in the appendices). Information regarding such agreements, including pertinent details, can be found in the *List of Agreements and Arrangements Concerning International Civil Aviation Registered with ICAO* (Doc 9771), a quarterly publication of ICAO. For illustrative purposes, the following pages reproduce related excerpts, as published in past issues of the said quarterly list. Such information is also accessible electronically through the ICAO web site at www.icao.int under “Legal”.

Reg. No.	Signatories	Subject	Date signed	Date of entry into force
4574	*Kenya — Armenia	Article 83 <i>bis</i>	08/02/02	01/03/02
4549	*Ireland — Philippines	Article 83 <i>bis</i>	11/01/01 26/01/02	26/01/02
4540	*Ireland — El Salvador	Article 83 <i>bis</i>	21/09/01 21/09/01	21/09/01
4482	*Italy — Luxembourg	Article 83 <i>bis</i>	05/03/01 26/06/01	
4481	*Italy — Luxembourg	Article 83 <i>bis</i>	20/12/99 19/06/01 22/06/01	
4326	*Ireland — Colombia	Article 83 <i>bis</i>	16/01/01	16/01/01
4325	*Italy — Greece	Article 83 <i>bis</i>	31/01/01 13/03/01	13/03/01
4324	*Italy — Denmark	Article 83 <i>bis</i>	07/08/00 22/08/00	22/08/00
4323	*Italy — Switzerland	Article 83 <i>bis</i>	10/07/00 18/07/00 20/09/00 28/09/00	
4322	*Italy — Austria	Article 83 <i>bis</i>	26/09/00 31/10/00	
4320	*Italy — Germany	Article 83 <i>bis</i>	21/09/00 05/10/00	05/10/00
4319	*Italy — Germany	Article 83 <i>bis</i>	20/10/00 23/10/00	23/10/00
4318	*Italy — Germany	Article 83 <i>bis</i>	15/08/00 22/08/00	22/08/00

Reg. No.	Signatories	Subject	Date signed	Date of entry into force
4317	*Italy — Germany	Article 83 <i>bis</i>	09/08/00 16/08/00	16/08/00
4316	*Italy — Germany	Article 83 <i>bis</i>	04/08/00 24/08/00	24/08/00
4315	*Italy — Germany	Article 83 <i>bis</i>	03/08/00 22/08/00	22/08/00
4276	*Ireland — Italy	Article 83 <i>bis</i>	22/09/00 14/10/00	14/10/00
4274	*Ireland — Tunisia	Article 83 <i>bis</i>	05/04/00 15/05/00	15/05/00
4273	*Ireland — Mexico	Article 83 <i>bis</i>	01/12/99 01/02/00	01/02/00
4272	*Ireland — Philippines	Article 83 <i>bis</i>	22/11/99 28/01/00	28/01/00
4271	*Ireland — Colombia	Article 83 <i>bis</i>	21/09/99	21/09/99 (no longer in force)
4236	*Bermuda (U.K.) — Russian Federation	Article 83 <i>bis</i>	28/09/99 07/10/99	07/10/99
4199	*Bermuda (U.K.) — Uzbekistan	Article 83 <i>bis</i>	11/08/99 20/08/99	20/08/99
4198	*Malawi — Russian Federation	Article 83 <i>bis</i>	23/07/99 29/07/99	29/07/99
4171	*Bermuda (U.K.) — Colombia	Article 83 <i>bis</i>	18/12/98 18/12/98	18/12/98

* registering party

Appendix A*

AGREEMENT BETWEEN [STATE X] AND [STATE Y] CONCERNING THE TRANSFER OF REGULATORY OVERSIGHT FUNCTIONS AND DUTIES

WHEREAS the Protocol relating to Article 83 *bis* of the *Convention on International Civil Aviation* (Chicago, 1944) (hereinafter referred to as “the Convention”), to which [State X] and [State Y] are parties, entered into force on 20 June 1997;

WHEREAS Article 83 *bis*, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry’s functions and duties pertaining to Articles 12, 30, 31 and 32 *a*) of the Convention;

WHEREAS, in line with ICAO Doc 9642, Part VIII, Chapter 1, and in light of ICAO Doc 8335, Chapter 10, it is necessary to establish precisely the international obligations and responsibilities of [State X] (State of Registry) and [State Y] (State of the Operator) in accordance with the Convention;

WHEREAS, with reference to the relevant Annexes to the Convention, this Agreement organizes the transfer from [State X] to [State Y] of functions and duties normally carried out by the State of Registry, as set out in Articles III and VI below;

The Government of [State X] and the Government of [State Y], hereinafter referred to as the “Parties”;

Declaring their mutual commitment to the safety and efficiency of international aviation;

Recognizing that both Governments have a mutual interest in ensuring the flight safety of aircraft engaged in international air navigation for aircraft operating on the [State X] Register of Aircraft and Flight Crew under an Air Operator Certificate (AOC) issued by [State Y];

Desiring to ensure the continued safety of aircraft operating on the [State X] register under a transfer agreement;

Have agreed as follows:

ARTICLE I

The Agencies responsible for implementing this Agreement shall be [CAA X] for the Government of [State X] and [CAA Y] for the Government of [State Y].

ARTICLE II

This Agreement has been developed based on Articles 33 and 83 *bis* of the Convention. This Agreement pertains to the transfer of certain functions and duties contained in the International Civil Aviation Organization (ICAO) Annexes set out below between [CAA X] and [CAA Y] and is limited to aircraft on the [State X] register

* *Note.*— *References to ICAO documents in this appendix may have changed due to amendments thereto.*

operated by [State Y] air operators as specified by type, registration mark and serial number in the attached Schedule 1. In line with Chapter 10 of Doc 8335 and Part VIII, Chapter 1 of Doc 9642 issued by ICAO, it is necessary to establish the international obligations and functions and duties, according to the Convention, of [State X] (State of Registry) and [State Y] (State of the Operator). In accordance with Article 83 *bis*, the State of Registry may, by agreement with the State of the Operator, transfer to it all or part of its functions and duties as the State of Registry. The State of Registry shall be relieved of responsibility in respect of the functions and duties transferred.

ARTICLE III

In the case of [State X] and [State Y], [State X] transfers to [State Y] the following functions and duties, including oversight and control of relevant items contained in the respective Annexes to the Convention:

- Annex 1 — *Personnel Licensing*, for licences issued or rendered valid by the State of the Operator, Annex 1, 1.2.2.
- Annex 2 — *Rules of the Air*, enforcement of compliance with applicable rules and regulations relating to the flight and manoeuvre of aircraft.
- Annex 6 — *Operation of Aircraft, Part I — International Commercial Air Transport — Aeroplanes*. Functions and duties that are normally incumbent on the State of Registry. Functions and duties that are normally incumbent on the State of the Operator need not be transferred. Where functions and duties in Annex 6, Part I (particularly Chapters 5, 6 and 8) may conflict with the functions and duties in Annex 8 — *Airworthiness of Aircraft*, allocation of specific functions and duties is defined in the attached Schedule 2.

[CAA X] will retain responsibility under the Convention for the regulatory oversight and control of the following ICAO Annex:

- Annex 8 — *Airworthiness of Aircraft*.

ARTICLE IV

Responsibility for notifying directly other States of the existence and contents of this Agreement pursuant to Article 83 *bis b*) rests with the State of the Operator. This Agreement, as well as any amendments to it, shall be registered with ICAO by the State of Registry or the State of the Operator in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (ICAO Doc 6685).

ARTICLE V

[CAA Y] shall ensure that a certified true copy of this Agreement in English and in [language] is placed on board each aircraft to which this Agreement applies. [CAA Y] shall also ensure that a certified true copy of the relevant AOCs issued, in which the aircraft concerned will be duly listed and properly identified, is carried on board each aircraft.

ARTICLE VI

Under this Agreement, the only responsibility related to airworthiness transferred to [State Y] is the approval of line stations used by the Operator located away from the Operator's main base. This is accepted by [State Y].

ARTICLE VII

The airworthiness procedures that are followed will be contained in the Operator's Maintenance Control Manual (MCM). Schedule 2 to this Agreement describes the functions and duties of the Parties related to airworthiness.

ARTICLE VIII

Meetings between [CAA X] and [CAA Y] and other interested parties, upon request, will occur at six-month intervals initially to discuss both operations and airworthiness matters resulting from inspections that have been conducted by the respective inspectors. These meetings will take place in [State X], the State of the Operator or on middle ground for the purpose of resolving any discrepancies found as a result of the inspections and in order to ensure that all parties are fully informed about the Operator's operations. The following subjects will be among those reviewed during these meetings:

- flight operations;
- continuing airworthiness and aircraft maintenance;
- any other significant matters arising from inspections; and
- operator's procedures, if applicable.

Notwithstanding these meetings, [CAA X] retains the right to conduct inspections or audits, as it deems necessary, in order to verify that [State Y] is fulfilling its safety oversight obligations as transferred from [State X]. [CAA X] will be permitted access to [CAA Y] documentation concerning the Operator. Such inspections will occur only after reasonable notice is given to [State Y].

ARTICLE IX

During the execution of this Agreement, and prior to any aircraft subject to it being made the object of a sublease, [State Y], remaining the State of the Operator, shall inform [State X]. None of the functions and duties transferred from [State X] to [State Y] may be carried out under the authority of a third State without the express written agreement of [State X].

ARTICLE X

Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between the Parties and shall not be referred to any international tribunal, arbitration or third-party settlement.

ARTICLE XI

This Agreement may be amended by written agreement of the Parties.

ARTICLE XII

This Agreement, which supersedes all previous Agreements between the Parties on this matter, shall enter into force upon signature of both Parties and shall remain in force until terminated.

In witness whereof, the undersigned Directors of [CAA X and CAA Y] have signed this present Agreement.

For the Government of State Y

For the Government of State X

[DGCA CAA Y]

[DGCA CAA X]

Attachments: Schedule 1 — Aircraft Affected by this Agreement
Schedule 2 — Responsibilities of [State X] and [State Y] Related to Airworthiness

This Agreement is made in two copies, in English and in [language], and both are in force.

Schedule 1

AIRCRAFT AFFECTED BY THIS AGREEMENT

Operator	Aircraft Type	Registration Mark	Serial Number
[...]	[...]	[...]	[...]

Schedule 2

**RESPONSIBILITIES OF [STATE X] AND [STATE Y] RELATED
TO AIRWORTHINESS**

ICAO reference	Subject	Responsibilities of the State of Registry ([State X])	Responsibilities of the State of the Operator ([State Y])
Annex 8, Part II, Chapter 4; Doc 9642, Part II, Chapter 1; Doc 9389, Chapter 1, 1.1.4, and Chapter 6, 6.1.2	Continuing airworthiness of aircraft	Develop or adopt requirements to ensure the continuing airworthiness of the aircraft during its service life. This requirement also covers the maintenance requirements of Annex 6 mentioned below.	
Annex 8, Part II, Chapter 4, 4.2.3, 4.2.4, 4.2.5; Doc 9642, Part VI, Chapter 1	Communication with the State of Design	Communicate with the State of Design.	
Annex 8, Part II, Chapter 5; Doc 9642, Part IV, Chapter 3	Validity of the C of A	Issue and reissue the C of A.	
Annex 8, Part II, Chapter 6, 6.2	Damage to aircraft	Determine the condition of airworthiness of the aircraft.	
Annex 6, Part I, Chapter 5, 5.2.3 and 5.2.4	Operation of aircraft in compliance with the terms of its C of A		Assume responsibility of State of Registry as defined in 5.2.4.
Annex 6, Part I, Chapter 8, 8.1	Operator's maintenance responsibilities		Ensure that the responsibilities are contained in the Operator's MCM.
Annex 6, Part I, Chapter 8, 8.2	Operator's MCM		Ensure that guidance is contained in an MCM acceptable to [State X].
Annex 6, Part I, Chapter 8, 8.3	Maintenance programme	Approval of the Operator's maintenance programme.	Ensure that maintenance programme responsibilities and development procedures are contained in the MCM.
Annex 6, Part I, Chapter 8, 8.4	Maintenance records	Inspect maintenance records and documents every six months.	Inspect in accordance with the requirements of the AOC.

ICAO reference	Subject	Responsibilities of the State of Registry ([State X])	Responsibilities of the State of the Operator ([State Y])
Annex 6, Part I, Chapter 8, 8.5	Continuing airworthiness information	Ensure that all [State X] airworthi- ness requirements are understood by the Operator.	Ensure that airworthiness reports are provided to [State X].
Annex 6, Part I, Chapter 8, 8.6; Doc 9642, Part VIII, Appendix A, 3.7	Modifications and repairs	Ensure these are approved by the State of Design/Manufacture and issue approval.	Ensure that procedures are contained in the Operator's MCM.
Annex 6, Part I, Chapter 8, 8.7	Approved maintenance organization	Approval of the Operator's base maintenance organization and procedures for Chapter 8, 8.7.	Approval of the Operator's line maintenance arrange- ments away from main base. Ensure that procedures are contained in the Operator's MCM.

Appendix B*

**EXCHANGE OF LETTERS BETWEEN
[STATE X] AND [STATE Y]**

TELEFAX

To: [CAA Y]

Subject: [Operator in State Y]

Dear Sir,

As you are informed, the above-mentioned operator intends to lease [type] aeroplane, registration [no.].

Since we see ourselves, in this case, unable to fulfil the responsibilities of the State of Registry, we kindly request that your Authority supervise flight operations and maintenance of the said aeroplane in accordance with ICAO Annex 6, Part I, Chapter 3, while being operated by [operator in State Y] until [date].

We kindly ask you to observe that:

- the [State X] airworthiness requirements have to be complied with
- maintenance shall be performed only by [regionally] approved organizations
- major incidents and accidents shall be reported to [CAA X]
- modifications performed during the lease period shall be stated and reported

Please be informed that according to our national regulations, the annual maintenance check review (maintenance inspection) has to be performed by a [State X] maintenance organization.

Your early reply would be appreciated.

Best regards,

Deputy Head of Division, Licensing of Air Carriers of [CAA X]

* *Note.— References to ICAO documents in this appendix may have changed due to amendments thereto.*

LETTER

To: [CAA X]

Subject: Dry lease of aircraft [type] registration [no.] from [company in State X] to [operator in State Y] to be operated in commercial air transportation operations up to [date].

Dear Sirs,

With reference to your letter [reference], we wish to inform you that [CAA Y] is willing to accept, in accordance with the provisions of Article 83 *bis* of the *Convention on International Civil Aviation*, the continued transfer of operations, personnel and continuing airworthiness surveillance responsibilities related to the subject aircraft while being operated by [operator in State Y] until [date].

In accordance with ICAO recommendations, please also consider that your delegation is understood and will be accomplished by [CAA Y] with the following conditions. These conditions, in line with what has already been agreed in previous similar cases, provide working arrangements between [CAA X] and [CAA Y] describing how they discharge their legal responsibilities for the operations, personnel and continuing airworthiness surveillance of the subject aircraft when operated by [operator in State Y] in commercial air transportation operations under a dry lease agreement. These arrangements will also avoid undue burden on the operators by eliminating duplication of tasks as much as possible.

Delegated responsibilities and oversight/control functions:

1. ICAO Annex 6, Part I.
2. ICAO Annex 8, Part II, 4, 6 and 8 (only those portions that provide for aircraft operator and operator's Authority responsibilities in relation to the intended operations).
3. ICAO Annex 1.

Working arrangements:

- The aircraft must comply with [CAA X] approved aircraft type design; [CAA Y] will be responsible for supervising compliance with this requirement after aircraft delivery all the time the aircraft is being operated by the national operator under foreign country of registration marks.
- The aircraft must comply with [CAA X] airworthiness directives (ADs); in this regard, the [State Y] operator will be requested to make a subscription for applicable [CAA X] ADs and any other airworthiness action mandated by [CAA X] in accordance with the [CAA X] current distribution system. [CAA X] will provide, periodically, the [CAA Y] Regional Office of [address and numbers] with an updated list of [CAA X] ADs applicable to the aircraft type concerned and parts/products thereof. An alternative system to comply with these latter two conditions may be agreed to by [CAA Y] and [CAA X], the involved counterparts, and the agreed solution should be included in the leasing contract. The aircraft may also be requested to comply with [CAA Y] ADs applicable to the subject aircraft model or parts thereof, when an equivalent airworthiness action has not been made mandatory by [CAA X] or more restrictive terms of compliance are mandated by [CAA Y]. Terms of compliance with, and design implication of, the above-mentioned mandatory airworthiness actions, as well as any derogation to the [CAA X] ADs, if requested or necessary, will be coordinated between [CAA Y] and [CAA X].
- Aircraft shall be maintained in accordance with the approved maintenance programme (AMP), approved by [CAA Y] for the lessee for the specific type of aircraft. Surveillance of aircraft maintenance will be

- performed by [CAA Y] in accordance with its national procedures; any variation, if requested, to the AMP (e.g. short-term interval extensions, escalations) will be approved by [CAA Y] in accordance with the pertinent procedures approved for the [State Y] operator. ([State Y] requirements and guidelines for AMP management are in line with the relevant [regional] requirements, guidelines and interpretative materials.)
- Major repairs and modifications to be performed on the aircraft shall be approved by [CAA X]. As an alternative, when delegated by [CAA X], [CAA Y] may approve modifications or repairs in accordance with its national procedures or with procedures provided by [CAA X] on case-by-case basis. Minor repairs will be approved according to the procedures of the operator's Authority. Repairs in accordance with the approved structural repair manual (SRM) are considered as approved; any deviation from the SRM, once classified by [CAA Y] as minor or major, will be approved in accordance with the above-mentioned pertinent procedure.
 - The aircraft shall be operated in accordance with the [CAA X] approved aeroplane flight manual (AFM) and the [CAA Y] approved minimum equipment list (MEL) that has to be not less restrictive than the approved master minimum equipment list (MMEL); any deviation from the approved MEL shall be approved by [CAA Y] in accordance with the pertinent procedures approved for the [State Y] operator.
 - Aircraft shall be requested to be equipped in accordance with the [State Y] operational requirements for the intended type of operations. Consequently, the [CAA X] approved AFM may be requested to be integrated accordingly with the [CAA Y] required and approved supplements, with the agreement of [CAA X]. If major changes to aircraft type design would be necessary for such a configuration, they would be treated in accordance with the provisions described above.
 - Information, written in English, on significant in-service occurrences that affect or could affect the continuing airworthiness of the aircraft shall be provided by the lessee to the organizations responsible for the type design, [CAA Y] and [CAA X], as soon as possible but not later than three days after any such occurrence. [CAA Y] shall provide [CAA X] with more detailed information on investigation processes of those major events for which mandatory airworthiness actions are taken or deemed necessary by [CAA Y]. In case of in-service occurrences that could invalidate the aircraft certificate of airworthiness (C of A), [CAA Y] is entitled to prevent aircraft from resuming any operations and shall also inform [CAA X] in order to allow proper corrective actions.
 - All the maintenance inspections, repairs and modifications to be performed on the aircraft have to be carried out by a [regional], appropriately approved/accepted maintenance organization.
 - Maintenance activities must be performed by personnel licensed or qualified within an organization accepted by [CAA Y] in accordance with national regulations.
 - Flight operations will be conducted by the [State Y] operator employing flight crew members holding an appropriately rated licence issued or validated by [CAA Y] in accordance with national regulations and validated by [CAA X].
 - Aircraft C of A shall be renewed by [CAA X] on the basis that the aircraft has been properly maintained and is in condition for safe operation. As agreed, and upon timely application from the lessee, [CAA Y] will perform, in accordance with its internal procedures and the provisions of the present letter, a complete yearly inspection of the aircraft to determine whether it is in an airworthy condition. [CAA Y] will then provide [CAA X] with the herein enclosed "STATEMENT" with the attached copy of the relevant [CAA Y] internal inspection report. A copy of this documentation shall be sent to [company in State X] and kept aboard the aircraft together with the [State X] C of A.
 - The lessee shall be responsible for maintenance record-keeping during the leasing period in accordance with ICAO Annex 6 and national procedures; all the maintenance records, as described in ICAO Annex 6, shall be transferred to the lessor when the aircraft will be leased back.

- Aircraft operations, being the aircraft operated under the [State Y] lessee's AOC/licence, will be carried out under the provisions of the applicable [State Y] rules and regulations; surveillance will be accomplished by [CAA Y] in accordance with the current national procedures.
- The lessor and lessee shall be engaged to provide free access for [CAA Y] and [CAA X] inspection, respectively, at any time it will be required. Maintenance and operational records must be up to date and available upon request from [CAA Y] and [CAA X] until the end of the delegation. The associated documents shall be issued in English.
- The leasing contract and the lessee's [CAA Y] approved/accepted maintenance and organization manuals must reflect the above-mentioned conditions, as applicable.

The agreement reached through this letter and your letter of delegation mentioned above will be registered with ICAO in accordance with ICAO provisions. The [State Y] operator will be requested to keep on board during the lease period a certified, true copy of the above-mentioned letters.

If you need any further information, please do not hesitate to contact the undersigned.

Yours sincerely,

Head of Maintenance Department of [CAA Y]

STATEMENT

The following aircraft:

Type:	S/N:	Registration marks:
Certificate of Airworthiness No.:		
Total time:	Total cycles:	
Time since last visit:	Cycle since last visit:	

Equipped with:

Engine type:

1) S/N:	Total time:	Total cycles:
2) S/N:	Total time:	Total cycles:

Propeller type:

1) S/N:	Total time:	Total cycles:
2) S/N:	Total time:	Total cycles:

APU type:

S/N:	Total time:
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Avionics inspection performed on:

has been properly maintained in accordance with approved maintenance programme XYZ/XX/YY ed. YY rev. T and is in condition for safe operation.

The aircraft has been verified as being airworthy in accordance with [State Y] requirements after an inspection carried out in accordance with [CAA Y] procedure and the provisions for the continuing airworthiness surveillance of the aircraft operated under a dry leasing contract laid down in the letter [reference]. This statement is released for supporting the issuance of the relevant documentation for the continued validity of the above-mentioned aircraft C of A in accordance with [State X] regulations.

Place and date

Signature of the [CAA Y] inspector in charge

Appendix C*

DELEGATION AGREEMENT BETWEEN [STATE X] AND [STATE Y] ON THE IMPLEMENTATION OF ARTICLE 83 *bis* OF THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

WHEREAS the Protocol relating to Article 83 *bis* of the *Convention on International Civil Aviation* (Chicago, 1944) (hereinafter referred to as “the Convention”), to which [State X] and [State Y] are parties, entered into force on 20 June 1997.

WHEREAS Article 83 *bis*, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry’s functions and duties pertaining to Articles 12, 30, 31 and 32 *a)* of the Convention;

WHEREAS, in line with ICAO Doc 9642, Part VIII, Chapter 1, and in light of ICAO Doc 8335, Chapter 10, it is necessary to precisely establish the international obligations and responsibilities of [State X] (State of Registry) and [State Y] (State of the Operator) in accordance with the Convention;

WHEREAS with reference to the relevant Annexes to the Convention, this Agreement organizes the transfer from [State X] to [State Y] of responsibilities normally carried out by the State of Registry, as set out in paragraph 3 below;

The Civil Aviation Authority of [State X] — [CAA X] [address]

And

The Civil Aviation Authority of [State Y] — [CAA Y] [address]

Hereinafter referred to as “the Parties” have agreed, as follows, on behalf of their respective Governments, based on Articles 33 and 83 *bis* of the Convention:

General

1. In pursuance of the Convention and [law of State X], [State X] shall be relieved of responsibility in respect of the functions and duties transferred to [State Y] upon due publication or notification of this Agreement as determined in paragraph *b)* of Article 83 *bis*.
2. The scope of this Agreement shall be limited to aircraft on the register of civil aircraft of [State X] and operated under leasing arrangement by [operator 1] and [operator 2], whose principal place of business is in [State Y].

* *Note.*— *References to ICAO documents in this appendix may have changed due to amendments thereto.*

Definitions

Lessor. Registered owner or operator of the aircraft.

Lessee. Operator under the AOC by which the leased aircraft is operated.

The list of aircraft concerned, identified by type, registration number and serial number, is reproduced in Schedule 1 attached, which also indicates the expiry date of each listed aircraft leasing arrangement.

Transferred responsibilities

3. Under this Agreement, the Parties agree that [State X] transfer to [State Y] the following responsibilities, including oversight and control of relevant items contained in the respective Annexes to the Convention:

Annex 1 — *Personnel Licensing*, issuance or validation of licences issued or rendered valid by [CAA Y].

Annex 2 — *Rules of the Air*, enforcement of compliance with applicable rules and regulations relating to the flight and manoeuvre of aircraft.

Annex 6 — *Operation of Aircraft* (Part I — *International Commercial Air Transport — Aeroplanes*) all responsibilities which are normally incumbent upon the State of Registry. Where responsibilities in Annex 6, Part I, may conflict with responsibilities in Annex 8 — *Airworthiness of Aircraft*, allocation of specific responsibilities are defined in the attached Appendix No. 01.

Annex 8 — Under this Agreement, while the lessor Authority ([State X]) will retain responsibility under the Convention for the regulatory oversight and control of the aircraft registered on its register in accordance with Annex 8 — *Airworthiness of Aircraft*, the responsibility for the maintenance surveillance of leased aircraft, operated under the AOC of the lessee, is hereby transferred to the lessee Authority ([State Y]), including responsibilities in accordance with Annex 8, Part II, 3.4, Aircraft limitations and information, 3.5, Temporary loss of airworthiness, and Chapter 4, Continuing Airworthiness of Aircraft.

(Appendix No. 01) hereunder describes the responsibilities of the Parties regarding the continuing airworthiness of aircraft.

Notification

4. Responsibility for notifying directly any States concerned of the existence and contents of this Agreement pursuant to Article 83 *bis* rests with the State of the Operator, [State Y]. This Agreement, as well as any amendments to it, will also be registered with ICAO by [CAA X] or [CAA Y] as required by Article 83 of the Convention and in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements* (ICAO Doc 6685).
5. A certified true copy of this Agreement shall be placed on board each aircraft to which this Agreement applies. A certified true copy of the AOC issued to [operator 1] and [operator 2] by [CAA Y] in which the aircraft concerned will be duly listed and properly identified, will be carried on board each aircraft.

Coordination

6. Meetings between [CAA Y] and [CAA X] will be arranged, as necessary, to discuss both operational and airworthiness matters resulting from inspections that have been conducted by the respective inspectors. These meetings may take place at the respective authorities' offices. The following subjects may be reviewed during these meetings:

- Flight operations
- Continuing airworthiness surveillance and aircraft maintenance
- Operator’s control manual procedure, as applicable
- Any other significant matters arising from inspections

Final

7. This Agreement will enter into force on its date of signature and end at the culmination of the respective aircraft leasing arrangements under which they are operated. The Parties shall agree in writing to any modification of this Agreement.

This Agreement is accepted and signed by:

Director [CAA X]

Director [CAA Y]

Attachments: Schedule 1 — Delegated Aircraft Affected by this Agreement
Appendix No. 01 — Responsibilities of [State X] and [State Y] Regarding Airworthiness

Schedule 1**DELEGATED AIRCRAFT AFFECTED BY THIS AGREEMENT**

Aircraft type	Registration	Serial number	Leasing term	Operator
[...]	[...]	[...]	[...]	[...]

Appendix No. 01

RESPONSIBILITIES OF [STATE X] AND [STATE Y] REGARDING AIRWORTHINESS

I — PURPOSE

The purpose of this appendix is to provide detailed working arrangements between [CAA X] and [CAA Y] to allow them to discharge their responsibilities for the continuing airworthiness of dry-leased aircraft while being operated in commercial air transportation by [State Y] operators.

II — IMPLEMENTATION

For implementation, the points of contact of the authorities are the following for all questions regarding airworthiness, major changes and matters of principle:

[CAA X address and numbers]

[CAA Y address and numbers]

As far as the current activities to be performed in accordance with these procedures are concerned, [CAA X] inspectors in charge of a specific [State X] registered aircraft will coordinate their specific intervention and the necessary exchange of information related to the present procedures.

III — TYPE DESIGN DEFINITION

The aircraft must conform to the type design approved or otherwise accepted by the State of Registry Authority.

The State of the Operator Authority will be responsible for supervising continuous compliance with this requirement after delivery for the period the aircraft is being operated by the national operator under [State X] registration marks.

IV — CHANGES TO THE TYPE DESIGN

The express permission of the aircraft's registered owner is required prior to the incorporation of any modification.

1. Changes generated by the organization responsible for the type design and approved by the State of Design Authority.

Changes generated by the organization responsible for the type design (typically in the form of aircraft manufacturer's service bulletins) and approved by the State of Design Authority are approved for incorporation in the series of aircraft to which the modification relates provided that no deviation from the modification is made.

2. Other changes.

Changes to the type design are classified as major or minor by the State of Design Authority and/or by the State of Registry Authority and approved in accordance with the following procedure.

Changes to aircraft shall be approved by the State of Registry Authority for [State X] registered aircraft. Approval requirements procedures are specified in [State X] aeronautical notice [reference].

3. Embodiment of approved changes.

Embodiment on aircraft of the design changes approved in accordance with the above procedure will be performed by an appropriately approved/accepted maintenance organization. Maintenance work shall be carried out and released by personnel licensed or qualified in accordance with [CAA Y] requirements.

V — FLIGHT MANUAL

The aircraft must be operated within the limitations described in the flight manual approved by the State of Registry Authority but may include amendments approved by the State of the Operator Authority subject to their acceptance by the State of Registry Authority.

VI — CONTINUING AIRWORTHINESS

In accordance with ICAO Annex 8, the State of Registry Authority shall adopt, or assess and take appropriate actions against, the mandatory airworthiness information issued by the State of Design Authority. The State of Registry Authority may also issue and make mandatory other airworthiness actions in respect of leased aircraft in addition to those mentioned earlier.

In application of the principles stated above, leased aircraft must comply with State of Registry's airworthiness directives (ADs) or other State of Registry mandatory airworthiness actions or information. The State of the Operator Authority shall ensure that the lessee is in receipt, in accordance with the system established by the State of Registry Authority, of all the applicable ADs or other mandatory airworthiness actions issued by the State of Registry Authority. For [State X] registered aircraft in particular, all ADs issued by the State of Design applicable to the specific aircraft, products, parts and appliances thereof shall apply.

The State of the Operator Authority will be responsible to ensure that all applicable ADs and other mandatory airworthiness actions issued by the State of Registry Authority are properly applied to leased aircraft.

Derogations of the State of Registry Authority ADs or other mandatory airworthiness actions, if requested, will be coordinated between [CAA X] and [CAA Y] on a case-by-case basis.

The State of the Operator shall ensure that in-service events on the aircraft are reported by the lessee operator to its Authority in accordance with the national occurrence reporting-system requirements.

The State of the Operator Authority will be responsible for defining to the operator the type of service information to be reported to the State of Registry Authority. (ICAO Annex 6, Part I, 8.5.1, and Annex 8, Part II, 4.2.8, refer.) The document ([CAA X] — Aeronautical Notice [reference] (*latest issue*)) describes the type of in-service information to be reported.

The State of the Operator Authority will ensure that a copy of reports on significant events that affect or could affect the continuing airworthiness of leased aircraft or invalidate their C of A is also forwarded by the lessee operator to the State of Registry Authority in order to allow proper corrective action. In such cases, the State of Registry Authority will accept that, in accordance with ICAO Annex 8, 6.2.1, the State of the Operator Authority is entitled to prevent the aircraft from resuming flight subject to the State of the Operator Authority advising the State of Registry Authority that they have taken suitable action.

The State of the Operator Authority shall ensure that the lessee operator transmits information on significant events affecting continuing airworthiness of leased aircraft to the organization responsible for the type design (ICAO Annex 6, Part I, 8.5.1, and Annex 8, Part II, 4.2.5, refer).

The State of the Operator Authority and the State of Registry Authority will ensure the mutual exchange of information on any result arising from the investigation phases of significant in-service events in respect of leased aircraft.

The State of the Operator Authority will ensure that the operator obtains and assesses airworthiness information and recommendations available from the type design organizations and implements the resulting actions considered necessary by the State of the Operator Authority and the State of Registry Authority (ICAO Annex 6, Part I, 8.5.2, refers).

The State of the Operator Authority will ensure that the operator monitors and assesses maintenance and operational experience with respect to continuing airworthiness, flight safety and accident prevention (ICAO Annex 6, Part I, 3.6 and 8.5.1 refer). Relevant procedures shall be specified in the operator's maintenance manual exposition (MME) or maintenance control manual (MCM).

VII — REPAIRS

Application of repairs on aircraft will be made under the surveillance and responsibility of the State of the Operator Authority according to its usual procedures.

All major repairs, unless contained in the SRM, shall be approved by the State of Design Authority and the State of Registry Authority. Any damage resulting from a major incident should be notified to the State of Registry Authority prior to the commencement of any repair.

VIII — MAINTENANCE

The State of the Operator Authority shall ensure that the operator's MME or equivalent manual (e.g. MCM) and aircraft maintenance programme comply with the State of Registry and State of the Operator requirements as specified in this appendix. The State of the Operator Authority shall approve the MME or MCM and any revision thereof and ensure that the relevant copies are sent to the State of Registry Authority.

Leased aircraft, its engines and equipment will be maintained in accordance with the State of Registry Authority's approved maintenance programme, with the approval of the State of the Operator Authority. Any permanent variation (e.g. interval escalation, changes to content and classification of, or deletion of maintenance tasks) to the aircraft maintenance programme shall be approved by the State of Registry Authority with the agreement of the State of the Operator Authority. The maintenance programme will be based on the Maintenance Review Board (MRB) report, manufacturer recommendations (e.g. maintenance planning document) or internationally recognized standards, etc. Where a reliability programme forms part of, or is a condition within, the approved maintenance schedule approved by the State of Registry and the State of the Operator Authority, the State of the Operator Authority will ensure that the reliability programme complies with national procedures and will monitor the effectiveness of such a programme.

The lessee operator shall provide a copy of the aircraft reliability report to the State of Registry Authority.

Maintenance and airworthiness records will be kept by the aircraft operator (lessee) in accordance with procedures approved by the State of the Operator Authority. The records will be transferred by the lessee to the lessor at the end of the leasing period.

IX — RECORDS

The State of Registry Authority shall ensure that maintenance and in-service records and documentation relevant to the leased aircraft, as stated in ICAO Annex 6, Parts I and III, accompany or be made available to the lessee at the time of aircraft delivery.

The State of the Operator Authority will ensure that the operator is responsible for maintaining aircraft records and for transferring them to the lessor when the aircraft is leased back.

The records will include:

- a) Total time in service for the aircraft and life-limited components;
- b) Current compliance with all mandatory continuing airworthiness information;
- c) Details of modifications and repairs;
- d) Time in service since last overhaul and/or last inspection of the aircraft, instruments, equipment and components;
- e) Current aircraft inspection status; and
- f) Details on maintenance activities performed.
(ICAO Annex 6, Part I, 8.4, and Part III, 6.8; Annex 8, Part II, 4.2; and ICAO Doc 9642 — *Continuing Airworthiness Manual*, Part VIII, Appendix A, Section 3, refer.)

The State of the Operator Authority shall ensure that the lessee operator shall make these records available for the lessor and the State of Registry Authority at the end of the leasing period and for each aircraft C of A renewal.

Authorities will ensure that at the time of aircraft transfer presentation of these records is arranged looking at the indications and bearing in mind the principles laid down in ICAO Doc 9642 — *Continuing Airworthiness Manual*, Part VIII, Appendix A.

Issue, validation and renewal of the aircraft C of A by the State of Registry Authority shall be considered an endorsement of the status of the aircraft documentation and its associated maintenance records.

In the course of activities leading to the approval of the lease agreement and preceding aircraft delivery to the lessee, the [CAA X] and [CAA Y] inspectors in charge, with the assistance of the lessor and lessee, will coordinate to guarantee that the maintenance records and documentation used for the issuance, validation and renewal of the aircraft C of A by the State of Registry are those provided to the lessee for ensuring the continuing airworthiness of the aircraft during the lease period.

X — FLIGHT OPERATIONS AND AUTHORIZATION

The State of the Operator Authority shall be responsible for the authorization of all operations in respect of a leased aircraft to be conducted in accordance with the State of Registry's approved aircraft flight manual and the State of the Operator Authority's approved operations manual.

The minimum equipment list (MEL) for each leased aircraft in accordance with which aircraft operations may be allowed shall be approved by the State of the Operator Authority and shall not be less restrictive than the relevant master minimum equipment list (MMEL) approved by the State of Design Authority.

A copy of the Operator's MEL, including the amendment service, shall be provided by the aircraft operator to the State of Registry Authority.

XI — SURVEILLANCE AND INSPECTION

During the terms of a lease, the State of the Operator Authority shall accomplish surveillance activities and inspections in respect of leased aircraft and the lessee operator in accordance with its current procedures in order

to verify that aircraft operations are conducted in accordance with the applicable standards of airworthiness, operating requirements and the terms and conditions specified in the present appendix. Each Authority shall notify the other Authority of any finding or act that affects the validity status of any certificate or documentation issued in respect of the leased aircraft or the terms and conditions of the lease authorization or the lessee operator.

XII — CERTIFICATE OF AIRWORTHINESS (C of A) RENEWAL

The C of A will be renewed by the State of Registry Authority on the basis that the aircraft has been properly maintained and is in condition for safe operation. To this end, the State of the Operator Authority shall ensure that the maintenance records be available at any time to the State of Registry Authority.

XIII — COOPERATION

Each Authority shall ensure that the other Authority is kept informed of all applicable standards of airworthiness, operating requirements, design-related operational requirements and associated requirements of its State and will consult the other Authority on any proposed changes thereto to the extent that they may affect the implementation of this appendix.

Each Authority shall render such assistance as may reasonably be required by the other Authority in carrying out inspections, investigations and other functions in respect of the leased aircraft.

For [CAA Y]

For [CAA X]

— END —

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