
***MAINTENANCE IMPLEMENTATION
PROCEDURES***

Under the
Agreement for the Promotion of Aviation Safety
between the
Government of the United States of America
and the
Government of Switzerland

Signed April 23, 2014

Table of Contents

CHAPTER I—GENERAL	3
1.0 Purpose.....	3
1.1 Authorization	3
1.2 Entry into Force and Termination	3
1.3 Amendments.....	4
1.4 FAA and FOCA Responsibilities.....	4
1.5 EASA Participation	5
1.6 Applicable Requirements.....	6
1.7 Communications and Cooperation	6
1.8 Resolution of Disagreements	7
1.9 Definitions	7
CHAPTER II—RECIPROCAL ACCEPTANCE OF FINDINGS OF COMPLIANCE	9
2.0 General	9
2.1 FAA Certificates.....	9
2.2 FOCA/EASA Certificates	10
2.3 Independent Inspections	10
2.4 Emergency and Non-routine Maintenance	10
CHAPTER III—SPECIAL CONDITIONS.....	11
3.0 FOCA Special Conditions Applicable to U.S.-based Repair Stations	11
3.1 FAA Special Conditions Applicable to Switzerland-based AMOs	11
CHAPTER IV—MUTUAL COOPERATION AND TECHNICAL ASSISTANCE.....	14
4.0 Periodic Meetings	14
4.1 Information	14
4.2 Technical Assistance.....	15
4.3 Exchange of Information.....	15
4.4 Urgent or Unusual Situations.....	15
4.5 Notification of Investigation or Enforcement Action	15
4.6 Protection of Proprietary Data and Requests for Information.....	16
4.7 Accident/Incident Investigation Requests	17
4.8 Unimpeded Access.....	17
CHAPTER V—TRANSFER PROVISIONS, CONTINUED CONFIDENCE, AND FEES	18
5.0 Transfer Provisions.....	18
5.1 Continued Confidence	18
5.2 Fees	19
CHAPTER VI —AUTHORITY	20

CHAPTER I—GENERAL

1.0 Purpose

(a) This document sets forth the Federal Aviation Administration (FAA) and the Federal Office of Civil Aviation (FOCA) procedures for implementing the maintenance and alteration or modification provisions of the Agreement for the Promotion of Aviation Safety between the Government of the United States and the Government of Switzerland of September 26, 1996 (the Agreement). Pursuant to these Implementation Procedures, the FAA and the FOCA will pursue mutual cooperation and technical assistance in evaluation and acceptance of each other's approved maintenance organization systems, including recommendations for FAA certification and renewal of certification, FOCA acceptance of repair stations approved by the European Aviation Safety Agency (EASA) in the United States, and continued monitoring of maintenance and alteration or modification facilities.

(b) The objective of these Implementation Procedures, in accordance with the Agreement, is to outline the terms and conditions under which the FAA and the FOCA can accept each other's inspections and evaluations of maintenance facilities for findings of compliance, thereby reducing redundant regulatory oversight without adversely affecting aviation safety.

1.1 Authorization

The authorization for these Implementation Procedures is Article III of the Agreement. In that respect, the FAA and the FOCA have assessed each other's standards and systems relating to the approval of repair stations/maintenance organizations that perform maintenance and alterations or modifications on civil aeronautical products, and as a result, have established an understanding of such standards and systems.

1.2 Entry into Force and Termination

(a) These Implementation Procedures shall enter into force 90 days after the date of the last signature and shall remain in force until terminated. They may be terminated upon sixty (60) days' written notice by either the FAA or the FOCA. Termination of these Implementation Procedures will not affect the validity of activity conducted under their provisions prior to termination.

(b) These Implementation Procedures shall remain in effect contingent upon the Agreement of 1999 between the European Community and the Swiss Confederation on Air Transport remaining in effect, unless these Implementation Procedures are otherwise terminated in accordance with paragraph 1.2(a) above.

(c) These Implementation Procedures shall remain in effect contingent upon the Agreement between the United States and the European Union (EU) on Cooperation in the Regulation of Civil Aviation Safety (U.S.-EU Agreement) remaining in effect, unless these Implementation Procedures are otherwise terminated in accordance with paragraph 1.2(a) above.

1.3 Amendments

(a) These Implementation Procedures may be amended by mutual consent of the FAA and the FOCA. These Implementation Procedures may also be supplemented by appendices. The details of any such amendment or appendix shall be recorded and signed by the representatives identified in paragraph 1.7(d), or their designees.

(b) Suggestions for improvement are encouraged and may be addressed to the designated FAA or FOCA technical implementation offices that are identified in the Maintenance Guidance – Switzerland (MaG-Switzerland).

(c) The FAA and the FOCA recognize that revision by either authority to its organization, regulations, procedures, or standards (including those of the EASA as the FOCA's Technical Agent) may affect the basis on which these Implementation Procedures are executed. Accordingly, each authority shall advise the other of plans for such changes at the earliest possible opportunity, and discuss the extent to which such planned changes affect the basis of these Implementation Procedures. If consultations result in an agreement to amend these Implementation Procedures, the authorities shall seek to ensure that such an amendment enters into force at the same time as, or as soon as possible after, the entry into force or implementation of the change that prompted such amendment.

(d) In the event the U.S.-EU Agreement is modified, the FAA and the FOCA shall consider amending these Implementation Procedures to reflect those modifications.

1.4 FAA and FOCA Responsibilities

(a) Under the terms of these Implementation Procedures, the FOCA on behalf of the FAA will:

(1) Provide recommendations or endorsements to the FAA for initial certification, renewal, and amendment to Title 14 Code of Federal Regulations (14 CFR) part 145 repair station approvals of approved maintenance organizations (AMO) in Switzerland;

(2) Perform surveillance and provide reports regarding the continued compliance with the requirements set forth in these Implementation Procedures and the procedures outlined in the MaG-Switzerland by AMOs located in Switzerland;

(3) Accept or approve, as appropriate, the FAA supplement to Maintenance Organization Exposition (MOE) as described in these Implementation Procedures and the procedures outlined in the MaG-Switzerland; and

(4) Comply with the procedures as specified in MaG-Switzerland.

(b) Under the terms of these Implementation Procedures, the FAA on behalf of the FOCA's Technical Agent (EASA) will, in accordance with Annex 2 of the U.S.-EU Agreement:

(1) Provide recommendations or endorsements to the FOCA's Technical Agent (EASA) for initial certification, renewal, and amendment to EASA Part-145 maintenance organization approvals of 14 CFR part 145 repair stations located in the United States;

(2) Perform surveillance and provide reports regarding the continued compliance with the requirements set forth in Annex 2 of the U.S.-EU Agreement by repair stations located in the United States; and

(3) Accept or approve, as appropriate, the EASA supplement to the repair station manual as described in Annex 2 of the U.S.-EU Agreement.

Note: The FAA will follow the procedures defined in the current version of the Maintenance Annex Guidance (MAG) developed in support of Annex 2 of the U.S.-EU Agreement when fulfilling the responsibilities defined in paragraph 1.4 (b).

1.5 EASA Participation

(a) The Government of Switzerland has participated in EASA since 1 December 2006 on the basis of the Agreement of 1999 between the European Community and the Swiss Confederation on Air Transport. EASA enjoys in Switzerland the powers granted to it under the provisions of Regulation (EC) No. 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, as stipulated in the Annex of the above mentioned agreement. All law on civil aviation passed by the EU and subsequently adopted by the Joint Committee, established in the above mentioned agreement is applicable in Switzerland.

1.6 Applicable Requirements

(a) The FOCA's standards are contained in the relevant departmental ordinances. Guidance material and policy are contained in Technische Mitteilungen (TMs), the FOCA Management System and Procedures. The FOCA standards incorporate, by reference, EASA requirements for continuing airworthiness as called out in European Commission regulations and EASA Certification Specifications (CS), Acceptable Means of Compliance (AMC), and Guidance Material (GM).

(b) The legal standards for safety regulation by the FAA are contained in the Federal Aviation Regulations, 14 CFR, and are explained in ancillary documents and procedures, such as FAA Orders, policy memoranda, and Advisory Circulars.

1.7 Communications and Cooperation

(a) The FAA and the FOCA shall exchange a list of contact points for the various technical aspects of these Implementation Procedures. This list, which shall also be included in the MaG-Switzerland, will be regularly updated.

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

(c) When urgent or unusual situations develop, each authority's contact shall communicate and ensure that the appropriate immediate actions are taken.

(d) The designated offices for the administrative coordination of these Implementation Procedures are:

(1) For the FAA:

Office of International Affairs
FAA (API-1)
600 Independence Avenue, S.W.
Washington, DC 20591
USA
Telephone: +1-202-385-8900
Fax: +1-202-267-7198

(2) For the FOCA:

Federal Office of Civil Aviation
Legal and International Affairs Section
CH-3003 Bern,
Switzerland
Telephone: 41-31-325-75 64
Fax: 41-31-325-93 05

(3) For the FOCA's Technical Agent:

EASA Approvals and Standardisation Directorate
Approvals and Standardisation Director
Head of Standardisation Department
Head of Organizations Department

1.8 Resolution of Disagreements

In accordance with Article IV of the Agreement, any disagreement regarding the interpretation or application of these Implementation Procedures shall be resolved by consultation between the FAA and the FOCA, and, if appropriate, resolution of such disagreements will be recorded as an amendment or appendix to these Implementation Procedures, in accordance with paragraph 1.3.

1.9 Definitions

For the purposes of these Implementation Procedures (and notwithstanding definitions contained in 14 CFR or the EASA requirements), the following definitions apply:

(a) "Alteration or modification" means making a change to the construction, configuration, performance, environmental characteristics, or operating limitations of the affected civil aeronautical product.

(b) "Aviation Authority" means a responsible government agency or entity of an EU Member State that exercises legal oversight on behalf of the European Community over regulated entities and determines their compliance with applicable standards, regulations, and other requirements within the jurisdiction of the European Community.

(c) "Civil aeronautical product" means any civil aircraft, aircraft engine, or propeller or subassembly, appliance, material, part, or component to be installed thereon.

(d) "Data approved by the FAA" means data that is approved by the FAA Administrator or the Administrator's designated representative, including EASA design data reciprocally accepted under Annex 1 to the U.S.-EU Agreement.

(e) "Data approved by the FOCA" means data that is approved, by the FOCA's Technical Agent or by an organization approved by the FOCA's Technical Agent for that purpose, including U.S. design data reciprocally accepted under Annex 1 to the U.S.-EU Agreement.

(f) "Maintenance" means the performance of inspection, overhaul, repair, preservation, and the replacement of parts, materials, appliances, or components of a product to ensure the continued airworthiness of that product, but excludes alterations or modifications.

(g) "Overhaul" means a process that ensures the aeronautical article is in complete conformity with the applicable service tolerances specified in the type certificate holder's or equipment manufacturer's instructions for continued airworthiness (ICA), or in the data which is approved or accepted by the FAA, the FOCA, or the FOCA's Technical Agent.

Note: No person may describe an article as being overhauled unless it has been at least disassembled, cleaned, inspected, repaired as necessary, reassembled, and tested in accordance with the above-specified data.

(h) "Regulated entity" means any natural or legal person whose civil aviation safety and environmental testing and approval activities are subject to the statutory and regulatory jurisdiction of one or both of the authorities.

(i) "Special Conditions" means those requirements in either 14 CFR parts 43 and 145 or in Commission Regulation (EC) No. 2042/2003 Annex II (i.e., EASA Part-145) that have been found, based on a comparison of the regulatory maintenance systems, not to be common to both systems and which are significant enough that they must be addressed. They are contained in Chapter III, paragraph 3.0 (FOCA Special Conditions) and paragraph 3.1 (FAA Special Conditions) of these Implementation Procedures.

(j) "Technical Agent" means, for the United States, the FAA; and for the Government of Switzerland, EASA. EASA is considered as a Technical Agent only when it is fulfilling its role as the FOCA's Technical Agent based on the Annex of the Agreement of 1999 between the European Community and the Swiss Confederation on Air Transport. In particular, EASA is not performing its role as FOCA's Technical Agent in respect of aircraft listed in Annex 2 of Commission Regulation (EC) No. 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency.

CHAPTER II—RECIPROCAL ACCEPTANCE OF FINDINGS OF COMPLIANCE

2.0 General

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

(b) The certificate issued by an authority under these Implementation Procedures shall not exceed the scope of the ratings and limitations contained in the certificate issued by the other authority.

(c) Maintenance and alterations or modifications performed on a civil aeronautical product under the regulatory control of the FOCA may be accomplished and that product returned to service by a repair station under the FAA's regulatory control, where it has been approved by the FOCA or its Technical Agent in accordance with the provisions of these Implementation Procedures.

(d) Maintenance and alterations or modifications performed on a civil aeronautical product under the regulatory control of the FAA may be accomplished and that product returned to service by a maintenance organization under FOCA's regulatory control, where it has been approved by the FAA in accordance with the provisions of these Implementation Procedures.

2.1 FAA Certificates

(a) Without prejudice to the FAA Administrator's discretion under 14 CFR part 145, a maintenance organization shall be issued an FAA certificate and operations specifications if it has been approved for maintenance by the FOCA in accordance with Annex II of Commission Regulation (EC) No. 2042/2003, complies with the conditions set forth in these Implementation Procedures, including the FAA Special Conditions set forth in Chapter III, and the FOCA has issued a recommendation or endorsement to the FAA for certification.

(b) The FAA certificate shall only cover additional fixed stations located within Switzerland or a Member State listed in Appendix 2 to Annex 2 of the U.S.-EU Agreement. Each additional fixed location must also be under the surveillance of the FOCA or an aviation authority of a Member State listed in Appendix 2 to Annex 2 of the U.S.-EU Agreement.

(c) The FAA certificate shall cover additional line stations which are under the surveillance of the FOCA or an aviation authority of a Member State listed in Appendix 2 to Annex 2 of the U.S.-EU Agreement, except those located in the United States.

2.2 FOCA/EASA Certificates

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

(b) The EASA certificate is accepted to cover line stations under the surveillance of the FAA, except those located in one of the EU Member States or Switzerland.

2.3 Independent Inspections

(a) The FAA, the FOCA, and the FOCA's Technical Agent may conduct independent inspections of repair stations/maintenance organizations when specific safety concerns warrant it.

(b) In the case of an external audit of each of the parties listed above, the FAA, the FOCA, and the FOCA's Technical Agent will coordinate the audit activities.

2.4 Emergency and Non-routine Maintenance

The FAA and the FOCA agree that emergency or non-routine maintenance may be performed outside the territories specified in these Implementation Procedures in order to maintain an aircraft or component, subject to prior approval. The approval for emergency or non-routine maintenance shall be granted by each authority in accordance with the MaG-Switzerland.

CHAPTER III—SPECIAL CONDITIONS

3.0 FOCA Special Conditions Applicable to U.S.-based Repair Stations

[Reserved] See paragraph 2.2.

3.1 FAA Special Conditions Applicable to Switzerland-based AMOs

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

3.1.1.1 The AMO shall submit an application in a form and a manner acceptable to the FAA.

(a) The application for both initial and renewed FAA certification shall include:

- (1) A statement demonstrating that the FAA repair station certificate and/or rating is necessary for maintaining or altering U.S.-registered aeronautical products or foreign-registered aeronautical products operated under the provisions of 14 CFR.
- (2) A list of maintenance functions, approved by the FOCA, to be contracted/sub-contracted to perform maintenance on U.S. civil aeronautical products.
- (3) In the case of transport of dangerous goods, written confirmation, demonstrating that all involved employees have been trained in the transport of dangerous goods in accordance with International Civil Aviation Organization (ICAO) standards.

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

- (1) A signed and dated statement by the accountable manager that obligates the organization to comply with these Implementation Procedures.
- (2) A summary of its quality system which shall also cover the FAA Special Conditions.

- (3) Procedures for approval for release or return to service that satisfy the requirements of 14 CFR part 43 for aircraft and use of EASA Form 1 for components. This includes the information required by 14 CFR part 43, sections 43.9 and 43.11 and all information required to be made or kept by the owner or operator in English, as appropriate.
- (4) Procedures for reporting to the FAA failures, malfunctions, or defects, and Suspected Unapproved Parts (SUP) discovered, or intended to be installed, on U.S. aeronautical products.
- (5) Procedures to notify the FAA regarding any changes to line stations that:
 - (i) are located within and outside Switzerland, except those in the United States;
 - (ii) maintain U.S.-registered aircraft; and
 - (iii) will impact the FAA Operations Specifications.
- (6) Procedures to qualify and monitor additional fixed locations within Switzerland or the EU Member States listed in Appendix 2 to Annex 2 of the U.S.-EU Agreement.
- (7) Procedures in place to verify that all contracted/sub-contracted activities include provisions for a non-FAA-certificated source to return the article to the AMO for final inspection/testing and return to service.
- (8) Procedures to ensure that major repairs and major alterations/modifications (as defined in 14 CFR) are accomplished in accordance with data approved by the FAA.
- (9) Procedures to ensure compliance with air carrier's Continuous Airworthiness Maintenance Program (CAMP), including the separation of maintenance from inspection on those items identified by the air carrier/customer as Required Inspection Items (RII).
- (10) Procedures to ensure compliance with the manufacturer's maintenance manuals or ICAs and handling of deviations. Procedures to ensure that all current and applicable airworthiness directives (AD) published by the FAA are available to maintenance personnel at the time the work is being performed.

- (11) Procedures to confirm that the AMO supervisors and employees responsible for final inspection and return to service of U.S. aeronautical products are able to read, write, and understand English.
- (12) Procedures to permit work away from fixed location on a recurring basis, when applicable.

3.1.2 To continue to be approved in accordance with 14 CFR parts 43 and 145, pursuant to the terms of these Implementation Procedures, the AMO shall comply with the following. FOCA shall verify that the AMO:

(a) Allow FAA, or the FOCA on behalf of the FAA, to inspect it for continued compliance with the requirements of EASA Part-145 and these Special Conditions (i.e., 14 CFR parts 43 and 145);

(b) Investigations and enforcement by the FAA may be undertaken in accordance with FAA rules and directives;

(c) The AMO must continue to comply with EASA Part-145 and the FAA Special Conditions; and

(d) The AMO must cooperate with any investigation or enforcement action.

3.1.3 Where regulatory compliance is maintained, this permits the FAA to renew the AMO's certificate 12 months after the initial certification and every 24 months thereafter.

CHAPTER IV—MUTUAL COOPERATION AND TECHNICAL ASSISTANCE

4.0 Periodic Meetings

The FAA and the FOCA, and the FOCA's Technical Agent, if appropriate, shall meet at least once a year to discuss these Implementation Procedures. The frequency of these meetings will depend on the resources available to each authority, as well as the significance of any outstanding issues. The topics to be discussed shall include:

(a) Developing, approving, and revising detailed guidance to be used for processes covered by these Implementation Procedures;

(b) Sharing information on major safety issues and developing action plans to address them;

(c) Ensuring the consistent application of these Implementation Procedures; and

(d) On-going projects, changes in their own organizations, any revisions to their requirements, technical assistance requests, or any other matters relating to these Implementation Procedures.

4.1 Information

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

(a) Inform the public of the terms of these Implementation Procedures and any amendments or appendices; and

(b) Outline the regulatory requirements and special requirements necessary for persons to perform work under the terms of these Implementation Procedures.

4.2 Technical Assistance

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

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

4.3 Exchange of Information

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

4.4 Urgent or Unusual Situations

When urgent or unusual situations develop, the FAA's and the FOCA's contact points shall communicate and ensure that the appropriate immediate actions are taken. In the case of U.S.-based repair stations performing work on civil aeronautical products under the regulatory control of the FOCA, the information should be directed to the FOCA and its Technical Agent.

4.5 Notification of Investigation or Enforcement Action

(a) The FAA and the FOCA agree, subject to applicable laws and regulations, to provide mutual cooperation and assistance in any investigation or enforcement proceedings of any alleged or suspected violation of any laws or regulations under the scope of these Implementation Procedures. In addition, each authority shall notify the other promptly of any investigation when mutual interests are involved.

(b) The FAA and the FOCA agree to notify each other of non-compliances with regulations and Special Conditions set forth in these Implementation Procedures in accordance with Maintenance Guidance Switzerland (MaG-Switzerland). They also will notify each other promptly of any investigation into non-compliance that could result in delisting, certificate suspension, or penalty. The notification will be sent to the other authority's representative identified in paragraph 1.7(d). The FAA and the FOCA agree that non-compliances will be corrected in a timely manner. In the case of U.S.-based repair stations performing work on civil aeronautical products under the regulatory control of the FOCA, the information should be directed to the FOCA and its Technical Agent.

(c) The FAA and the FOCA retain the right to take enforcement action. However, in some cases, an authority (or if applicable, the FOCA's Technical Agent) may choose to review a remedial action taken by the other authority. The enforcement consultation process under these Implementation Procedures will be subject to a regular joint review by the FAA and the FOCA.

(d) The FAA and the FOCA agree to notify each other in the event of a revocation or suspension of a 14 CFR part 145 certificate of a repair station or a certificate for an AMO pursuant to Commission Regulation (EC) No. 2042. In the case of U.S.-based repair stations performing work on civil aeronautical products under the regulatory control of the FOCA, the information should be directed to the FOCA and its Technical Agent.

4.6 Protection of Proprietary Data and Requests for Information

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

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

4.7 Accident/Incident Investigation Requests

When the FAA or the FOCA needs information regarding repair stations/maintenance organizations for the investigation of accidents or incidents involving civil aeronautical products, the request for information should be directed to the technical points of contact that are identified in the MaG-Switzerland. In turn, upon receipt of the request for information, the other authority will provide the requested information in a timely manner.

4.8 Unimpeded Access

For purposes of surveillance and inspections, each authority shall assist the other with the objective of gaining unimpeded access to regulated entities subject to its jurisdiction.

CHAPTER V—TRANSFER PROVISIONS, CONTINUED CONFIDENCE, AND FEES

5.0 Transfer Provisions

The FAA and FOCA agree that the transfer of approvals of repair stations located in Switzerland, but under the direct oversight of the FAA on the date of entry into force of these Implementation Procedures, shall be accomplished in accordance with the following transfer provisions.

(a) FOCA must complete training of its personnel regarding procedures relating to these Implementation Procedures and the FAA Special Conditions prior to repair stations being transferred.

(b) Once a sufficient number of staff has completed the training to provide oversight of the facilities transferred in accordance with these Implementation Procedures, the FAA shall transfer the activities of inspecting, monitoring, and surveillance of qualified 14 CFR part 145 repair stations to FOCA.

(c) The transfers to FOCA shall take place within 2 years of the date of the entry into force of these Implementation Procedures.

5.1 Continued Confidence

The FAA and the FOCA shall continue to demonstrate effective oversight according to agreed procedures defined in the MaG-Switzerland.

(a) In particular, the FAA and the FOCA shall:

- (1) Have the right to participate in each other's quality audits, standardization and sampling inspections, and establish an annual schedule of sampling inspections including potential changes as necessary to adapt to circumstances;
- (2) Submit to inspections as detailed in paragraph 5.1 (a) (1);
- (3) Ensure that regulated entities provide access to the FAA, the FOCA, and the FOCA's Technical Agent for audits and inspections;
- (4) Make available the reports from quality audits and standardization and sampling inspections applicable to these Implementation Procedures;
- (5) Make the appropriate personnel available to participate in the sampling inspection;

(6) Make available the maintenance organization's records and inspection reports, including completed enforcement actions;

(7) Provide interpretive assistance at their office during the review of internal maintenance organization records and documentation that are recorded in the national language;

(8) Assist each other in closure of any findings from the inspection; and

(9) Ensure that any sampling inspections are identified and based on risk analysis and objective criteria, without prejudice to the discretionary power of the authorities.

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

(c) In the event that the FAA and the FOCA do not rectify deficiencies within the timeframe specified in the action plan, either authority may address the matter during their periodic meetings, as specified in paragraph 4.0 of these Implementation Procedures.

(d) When the FAA or the FOCA intends to suspend acceptance of findings or approvals, they shall promptly notify the other authority and FOCA's Technical Agent, if applicable.

(e) In cases where U.S.-based repair stations performing work on civil aeronautical products under the regulatory control of the FOCA are concerned, the FOCA will rely on the activities performed by the FOCA's Technical Agent on the basis of Annex 2 of the U.S.-EU Agreement with regard to the abovementioned tasks.

5.2 Fees

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

CHAPTER VI—AUTHORITY

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

Department of Transportation -
Federal Aviation
Administration (FAA)

Department of the Environment,
Transport, Energy, and
Communications - Federal Office of
Civil Aviation (FOCA)

United States of America

Swiss Confederation



John S. Duncan 4/23/14
Director, Date
Flight Standards
Service



Christian Hegner 04/23/14
Director, Date
Safety Division -
Aircraft