## **WORKING ARRANGEMENT**

#### **BETWEEN**

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

#### AND

# THE CIVIL AVIATION BUREAU, MINISTRY OF LAND, INFRASTRUCTURE, TRANSPORT AND TOURISM, JAPAN

The Civil Aviation Authority of the United Kingdom of Great Britain and Northern Ireland and the Civil Aviation Bureau, Ministry of Land, Infrastructure, Transport and Tourism, Japan (hereinafter referred to individually as a "Participant" and collectively as "the Participants"),

Considering that in the interest of promoting aviation safety and preservation of the environment, each Participant will cooperate to reduce, to the minimum, the economic burden imposed on the Participants and the aviation industries and operators by avoiding redundant technical evaluations, tests and inspections; and

Mindful of the cooperation between Japan and the European Union in the field of civil aviation safety under the agreement between Japan and the European Union,

HAVE REACHED THE FOLLOWING CONSENSUS:

### 1 Purpose

- 1.1. The purpose of this Working Arrangement (hereinafter referred to as "this WA") is to facilitate recognition and/or acceptance of the other Participant's certificates/approvals and provide cooperation and assistance on activities within the following areas:
  - a) the airworthiness approval and monitoring of Civil Aeronautical

Products;

- b) the continuing airworthiness of in-service aircraft;
- c) the approval and monitoring of design and production organisations;
- d) the approval and monitoring of maintenance organisations;
- e) the environmental approval and environmental testing of Civil Aeronautical Products;
- f) the approval of persons involved in maintenance, and flight operations; and
- g) the qualification evaluation and monitoring of flight simulators.

### 1.2. Cooperation between the Participants may include:

- a) performing activities on behalf or in support of each other upon request;
- b) establishing channels for the exchange of information and data, including any area covered by Annexes to the Convention on International Civil Aviation, signed in Chicago on 7 December 1944 and any other related cooperative activity as endorsed by both Participants, as appropriate;
- c) carrying out Monitoring;
- d) sharing safety-related data;
- e) safety initiatives and exchange of relevant safety information; and
- f) any other form of civil aviation safety cooperation they may jointly decide upon.

## 2 Geographical Application

Unless otherwise specified, this WA will apply to the Participants and organisations under the competence of the Participants within the territory of Japan or the United Kingdom of Great Britain and Northern Ireland.

#### 3 Definitions

- a. "Airworthiness Approval" means a finding that the design or change to a design of a Civil Aeronautical Product meets standards established by the applicable legislation in force in the jurisdiction of the country of either Participant or that a product conforms to a design or change to design that has been found to meet those standards and is in a condition of safe operation.
- b. "Civil Aeronautical Product" means any civil aircraft, aircraft engine, or aircraft propeller; or sub-assembly, appliance, part, or component installed or to be installed thereon.
- c. "Monitoring" means the periodic surveillance by a Participant to determine continuing compliance with the appropriate applicable standards.

## 4 Technical Arrangements and Variation

- 4.1 This WA may be supplemented from time to time with the mutual written consent of the Participants by Technical Arrangements on specific technical areas of cooperation.
- 4.2 When the Participants supplement a written Technical Arrangement describing a method of mutual acceptance with respect to individual aviation safety programs, the Participants will ensure that the standards, rules, practices, procedures, and systems of the Participants in these areas are sufficiently equivalent or compatible to permit acceptance of compliance findings made by one Participant for the other against the consented standards.
- 4.3 The Participants may modify this WA upon their mutual written consent.
- 4.4 A Technical Arrangement may be modified by the responsible Directors.

## 5 Safety Measures

- 5.1 Nothing in this WA will be construed to limit the authority of a Participant to take all appropriate and immediate measures whenever there is a reasonable risk that a Civil Aeronautical Product or service may:
  - a. compromise the health or safety of persons;
  - b. not meet the applicable legislative, regulatory, or administrative measures of that Participant within the scope of this WA; or
  - c. otherwise fail to satisfy a requirement within the scope of the applicable Technical Arrangement to this WA.
- 5.2 Where either Participant takes measures pursuant to subparagraph 5.1, it will inform the other Participant in a timely fashion of such measures, providing reasons for them.

### 6 Mutual Cooperation, Assistance and Transparency

- 6.1 Each Participant will apprise the other of all the relevant laws, regulations, standards, and requirements of the country of the Participant, and of its certification system.
- 6.2 The Participants will notify each other of any proposed significant revisions to the relevant laws, regulations, standards, requirements, and certification systems of the country of the Participant insofar as these revisions may have an impact on this WA and its Technical Arrangements. To the maximum extent practicable, they will offer each other an opportunity to comment on such revisions and give due consideration to such comments.
- 6.3 The Participants will, as appropriate, develop procedures on regulatory cooperation and transparency for all activities they conduct which fall within

the scope of this WA.

- 6.4 The Participants will, subject to the applicable legislation of the country of the Participant, to provide or assist each other, on request and in a timely manner, information related to accidents, incidents or occurrences related to the matters covered by this WA.
- 6.5 For the purposes of investigating and resolving safety issues in the spirit of mutual cooperation, the Participants, on the basis of mutual consent will allow each other to participate in each other's inspections and audits on a sample basis or conduct joint inspections and audits as appropriate.

#### 7 Communication

- 7.1 The Participants will exchange contact points for all aspects of this WA and the Technical Arrangements. These contact points will oversee the effective implementation of this WA and technical procedures referred to in the Technical Arrangements. The relevant contacts should meet regularly to discuss this WA, its Technical Arrangements, procedures and/or any other relevant topic including whether any procedure or Technical Arrangement or paragraph should be varied or modified. The frequency of these meetings will be discussed amongst the Participants' contact points with a view to increasing or decreasing their frequency depending on circumstances at any relevant time. It is initially acknowledged that the Participants will aim to meet with each other, in person or virtually, at least once per year.
- 7.2 All communications between the Participants, including technical documentation provided for review or approval as referred to in the Technical Arrangements will be in the English language.
- 7.3 When urgent or unforeseen situations develop, each Participants' contacts will communicate with each other and ensure that the appropriate immediate

actions are taken.

- 7.4 In any event, either Participant may request consultations with the other Participant on any matter related to this WA at any time.
- 7.5 The designated offices for the technical coordination and implementation of this WA and its Technical Arrangements are listed in paragraph 12.

## 8 Confidentiality

Without prejudice to the legislation each Participant is subject to, the Participants will not disclose to the public any information received from each other under this WA or its Technical Arrangements which constitutes trade secrets, confidential information, or information that relates to an ongoing investigation (if applicable) and will take all reasonable precautions necessary to protect information received under this WA from unauthorised disclosure.

#### 9 Costs and expenses

Neither Participant will impose fees and charges to the other for activities or services provided under this WA or any Technical Arrangement (including work towards its implementation, modification or expansion).

## 10 Differences in Interpretation and Application

The Participants will resolve any differences regarding the interpretation or application of this WA by consultation and negotiation.

## 11 General

11.1 Nothing in this WA will be deemed to constitute a partnership between the Participants or constitute either Participant acting as agent for the other for any

purpose and nothing herein will be constructed as granting either Participant

the right to make commitments of any kind for or on behalf of the other

Participant.

11.2 When this WA comes into operation it will replace any current applicable

bilateral aviation safety arrangement between the Participants with respect to

any matter covered by this WA that has been implemented in line with the

matters of 1.1.

11.3 Nothing in this WA is intended to create a binding legal agreement, or to

supersede, prejudice or otherwise derogate from the laws and regulations of

the countries of the Participants, administrative practices or procedures, or

administrative or adjudicative decision-making of either Participant. This WA

will not affect the rights and commitments of the Participants under any other

international instrument.

12 Points of Contact

12.1 The Participants designate the following as their respective points of

contact:

For the CAA UK:

Bilateral Aviation Safety Arrangements

The UK Civil Aviation Authority

Civil Aviation Authority

**Aviation House** 

Beehive Ring Road

Crawley

West Sussex

RH6 0YR

United Kingdom

Telephone: +44 330 1383196

Email: BilateralSafetyArrangements@caa.co.uk

For JCAB:

Airworthiness Standards and International Affairs Office

Airworthiness Division

Aviation Safety and Security Department

Japan Civil Aviation Bureau (JCAB)

2-1-3, Kasumigaseki, Chiyoda-ku,

TOKYO 100-8918, JAPAN

Telephone: +81-3-5253-8111

Email: hqt-cab-basa@gxb.mlit.go.jp

#### 13 **Commencement and Discontinuation**

This WA will come into operation on July 25, 2024.

13.2 This WA may be discontinued at any time by either Participant giving ninety (90) days' notice in writing to the other Participant.

13.3 The Participants share the view that such discontinuation will also discontinue all existing Technical Arrangements related to this WA.

13.4 Notwithstanding discontinuation, the Participants will continue to meet their commitments regarding the approval/certificates issued prior to the discontinuation, which will remain in operation subject to continued compliance with applicable laws and any applicable special conditions or supplements (as elaborated upon by relevant Technical Arrangements), aiming to minimise the impact to the approval/certificate holders.

Signed by:

Signed by:

ROBERT BISHTON CHIEF EXECUTIVE

of The Civil Aviation Authority of The United Kingdom of Great Britain and Northern Ireland

Date: 25-7-2024

HIRAOKA Shigenori Director-General

of Civil Aviation Bureau Ministry of Land, Infrastructure, Transport and Tourism of Japan

Date: 19, 7, 2024