ANNEX ON INFORMATION EXCHANGE ON AIRCRAFT MAINTENANCE BETWEEN

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

THE STATE AVIATION SAFETY AND SECURITY AGENCY OF THE MINISTRY OF TRANSPORT, MOBILITY AND URBAN AGENDA OF THE KINGDOM OF SPAIN

The Civil Aviation Authority of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "UKCAA") and The State Aviation Safety and Security Agency of the Ministry of Transport, Mobility and Urban Agenda of the Kingdom of Spain (hereinafter referred to as "AESA"), each referred to as an "Authority" and collectively as "the Authorities",

Considering the Memorandum of Understanding (MoU) signed by both Authorities on 27 October 2021, which provides for Technical Arrangements on specific technical areas of co-operation and activities, including aviation safety,

HAVE REACHED the following understanding:

1. DEFINITIONS

For the purposes of this Annex:

"Aircraft" means any machine that can derive support in the atmosphere from the reactions of the air other than reactions of the air against the Earth's surface.

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

"Maintenance" means the performance of tasks required to ensure the continued airworthiness of a civil aeronautical product, or combination of the following:

- (a) overhaul,
- (b) inspection, replacement,
- (c) defect rectification;

(d) the embodiment of a modification or repair.

2. **OBJECTIVE**

The objective of this Annex is to outline the provisions and conditions for the provision of oversight

information from AESA to the UKCAA regarding the performance and certification of aircraft

maintenance and persons involved, and vice versa.

3. SCOPE OF WORK

The Authorities understand that this Annex applies to any maintenance organisations and

approved persons that are subject or may be subject to the oversight of both Authorities and have

expressly authorized the transfer of information referred to in this Annex.

ACCOUNTABILITY 4.

> The Director, Safety and Airspace Regulation Group of the UKCAA and the Executive (a)

Director of AESA or any person acting in such capacity or holding an equivalent position

in the respective Authority, will be the responsible persons for the administration and

implementation of the provisions of this Annex.

The Authorities designate the following as their offices for the technical implementation (b)

and coordination of this Annex:

for the UKCAA: (i)

Civil Aviation Authority

Safety & Airspace Regulation Group Aviation House

Beehive Ring Road

Crawley

West Sussex

RH6 0YR

UK

Telephone: +44 03301383196

Email: BilateralSafetyArrangements@caa.co.uk

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(ii) for AESA:

The Spanish Aviation Safety and Security Agency (AESA)
Coordinación de Aeronavegabilidad
Paseo de la Castellana, 112
28046 Madrid, España

Telephone: +34 91 396 80 00

Email: uaca.aesa@seguridadaerea.es

(c) Any disagreement regarding the interpretation or application of this Annex will be resolved at the first instance by consultation between staff of the Authorities, and if there is no resolution, be escalated to the head of the department in charge of the implementation of the Annex of the respective Authority.

5. COMMUNICATION AND INFORMATION

(a) Periodic Meetings

The Authorities will discuss the implementation of this Annex every year or as jointly decided upon. Such discussions may also address the resolution of technical issues, continued improvements to the process, ongoing projects and changes maintenance organisations, any revisions to the requirements, technical assistance requests and any other matters relevant to this Annex.

(b) Notification of Changes

The Authorities will also advise each other of any significant changes to their organisations that affect the administration and implementation of the provisions of this Annex.

(c) Urgent / Unusual Situations

Where urgent or unusual situations develop that are within the scope of this Annex but are not specifically addressed herein arise, the Authorities will review and consult each other,

and upon mutual consent, take appropriate action, including amending this Annex where required.

6. TECHNICAL CO-OPERATION

(a) Technical Assistance

Upon request and subject to their respective domestic legislation, the Authorities will share relevant information concerning the certification and oversight of licensed personnel and organisations undertaking maintenance activities, especially where those organisations and persons hold approvals from the UKCAA and AESA.

The Authorities will, as far as possible, provide to each other such technical assistance as is within the scope of this Annex and subject to the availability of resources, and upon request, to further the purposes and objectives of this Annex.

(b) Investigation and Enforcement

The Authorities have decided, subject to applicable laws and regulations, to provide mutual co-operation and assistance in any investigation or enforcement proceedings of any alleged or suspected violation of any laws or regulations under the scope of this Annex. In addition, each Authority will notify the other Authority promptly of any investigations when mutual interests are involved and immediately if any certificate action (suspension, revocation or limitation) is being contemplated.

(c) Joint Investigation

Where it is not otherwise inappropriate to do so, the Authorities may jointly investigate any serious maintenance issues, including major defects and maintenance related incidents and accidents arising out of maintenance services provided under this Annex, by mutual consent, and with reasonable prior notice.

7. COST RECOVERY

Neither Authority will impose fees and charges to the other for activities or services provided under this Annex.

8. ENTRY INTO OPERATION AND TERMINATION

- (a) The mutual understandings in this Annex will enter into effect upon the last signature.
- (b) Either Authority may terminate this Annex at any time by giving written notice to the other Authority. This Annex will terminate 3 months following the date of receipt of such notice unless such notice is withdrawn by mutual consent before the expiry of the 3-month period.
- (c) The Authorities will in any event review the effectiveness of this Annex two (2) years following its signature below.

Signed in duplicate in London and Madrid, in English and Spanish, both versions being equally authentic.

In London:

For the Civil Aviation Authority of the United Kingdom of Great Britain and Northern Ireland (UKCAA)

Date: 23/12/2022

Robert Bishton

Director, Safety and Airspace Regulation

Group

In Madrid:

For the State Aviation Safety And Security Agency Of The Ministry Of Transport, Mobility And Urban Agenda Of The Kingdom Of Spain (AESA)

Date: 20/12/2022

Montserrat Mestres Domènechi

Executive Director

Who, by Resolution of the Presidency of the State Aviation Safety and Security Agency (AESA) of 6 May 2022 (published in the Official State Gazette of 13 May 2022), has been appointed as Executive Director of said Agency in accordance with Articles 15.b and 17.1.f of the AESA Statutes approved by Royal Decree 184/2008 of 8 February 2008.

