

General

1. The AME shall undertake the medical examinations and issue, defer or deny medical certificates as set out in the terms of AME Approval and EU AME Certificate.
2. The AME shall immediately inform the UK CAA if the approval or certification criteria are no longer met.
3. The AME shall meet the registration, licensing and fitness to practise requirements of the UK General Medical Council or relevant overseas national medical regulatory body.
4. The AME shall comply with the relevant regulations, law, policies and procedures, explanatory material and other guidance on civil aviation matters issued by the UK CAA.
5. AMEs shall remain up to date with the latest guidance material issued by the CAA. This includes guidance on procedures to keep up to date with the CAA's policies and procedures and regular review of email (at least every 21 days).
6. The AME shall examine and assess applicants according to the requirements specified by the UK CAA.
7. The AME shall consult with and if appropriate refer any Class 1 or 3 applicant who does not fully meet the requirements of the UK CAA to the UK CAA. For Class 2 applicants who do not fully meet the requirements the AME should consult with the UK CAA.
8. All examination and investigation documents must be made available by the AME to the UK CAA when requested by the UK CAA for audit purposes. The reports of medical examinations and supporting information shall be submitted to the UK CAA promptly, and no longer than 14 days following the undertaking of the medical examination.
9. The AME shall notify any change in an applicant's fitness status or assessment to the UK CAA. A casework entry including the reason for change in fitness must be made using the UK CAA database ASAP and MUST be within 3 working days of the change of status in fitness assessment.
10. The AME shall undertake regular aeromedical refresher training as determined by the UK CAA. The AME must also maintain up-to-date knowledge of clinical and aeromedical practice and be able to demonstrate this to the UK CAA if required.
11. The AME shall not change a decision made by the UK CAA.
12. The AME shall respect confidentiality at all times and shall not divulge any information obtained from an individual in respect of an application for a medical certificate without the informed consent of the individual concerned.

13. The AME shall use, at all times, adequate facilities, procedures, documentation and functioning equipment suitable for aeromedical examinations. The UK CAA may specify specific items of equipment that must be used for reasons of standardisation and quality control.
14. The AME shall demonstrate at all times and maintain a professional and safe standard of practice.
15. In the event of suspension or revocation of AME certification, the AME shall inform their responsible officer within 28 days and provide evidence of this notification to the UK CAA.

Audit

16. The AME shall permit auditors appointed by the UK CAA to conduct visits to their practice premises, with or without reasonable notice.
17. The AME shall inform the UK CAA if any AME Certificate held or issued by another National Aviation Authority, is suspended, revoked or restricted. The reasons for the change must also be immediately disclosed to the UK CAA.
18. The AME shall immediately inform the UK CAA if they are subject to a written complaint about their aeromedical practice, or disciplinary investigation or proceedings by a medical regulatory body.
19. The AME shall, at least 14 days prior to any change in practice address, postal address, email address or contact telephone number give written notification to the UK CAA of such a change.
20. The AME shall have adequate professional indemnity insurance cover for their aeromedical practice.
21. The security of aeromedical documentation, certificate paper and certificates shall be ensured by the AME.
22. The AME shall not represent the UK CAA or respond to media enquiries on behalf of the UK CAA without the written consent of the UK CAA.
23. Upon retirement as an AME or revocation of an AME approval, the AME shall return all AME and other stamps to the UK CAA and destroy any unused examination forms and medical certificates.
24. Upon retirement as an AME or revocation of an AME approval, the AME shall immediately return all licensing medical records to the UK CAA.
25. Upon the death of an AME, provision must be made to notify the UK CAA within 1 week and liaise with the UK CAA Data Asset Manager for the return of all licensing medical records to the UK CAA.
26. Any contravention of these Conditions may result in investigation and enforcement action by the UK CAA.

IT & Medical Records System

27. Access to UK CAA Medical database (the System) shall be limited to AMEs and to named staff members within their medical practice. All named staff members must be notified to the UK CAA and agreed by the UK CAA. AMEs must ensure that all staff are technically competent to carry out their tasks whilst using the System.
28. AMEs and their named staff will be issued with Secure Logon Identifiers by the UK CAA in order to access the System. Each person with a Secure Logon will be required to agree electronically with these Conditions. Passwords must not be divulged to any other person, and under no circumstances is it permitted to log on using another person's secure ID.
29. AMEs will be responsible for all access to the System by their practice staff and for all actions on the System attributable to their, or their staff members', individual Secure ID Logon Identifiers. If any staff member with access to the System leaves their employ, the AME must immediately advise the UK CAA.
30. AMEs will take and will procure that their staff take all reasonable steps to ensure the security of connections to the System and take due care to control physical access to equipment that could be used to gain access to the UK CAA network, systems and/or data.
31. System access will be provided solely across the Internet to the UK CAA Authentication Servers. AMEs must ensure that any connection used by their practice will not link the System to any other network such as to allow a 3rd party access to the system.
32. The UK CAA will not be responsible for the provision, installation, operation and maintenance of all software, hardware and other equipment associated with the System at any AME site.
33. The title and all intellectual property rights in all information, data, programs, procedures embodied in the System remains with the UK CAA at all times.
34. The UK CAA provides access to the System for the sole purpose of allowing AMEs and their named staff to retrieve medical records held electronically by

the Authority for the purpose of undertaking periodic medicals and managing case reviews for the purpose of certificatory decision-making. Access to medical records other than those of pilots or ATCOs belonging to the AME's practice is prohibited. Transfers into practice of applicants' records are monitored by the UK CAA and AMEs should be able to demonstrate compliance with this paragraph.

GDPR

Conditions for AME certification and use of CAA medical IT systems



35. The AME must, before using the System to access an individual pilot/ATCO's medical record, have advised that individual of this electronic process and gained consent to access the record. By accessing the individual's medical record, the AME warrants that they have obtained such consent and that the consent is documented.
36. The AME is responsible for ensuring that Privacy Notices are made available to data subjects at the point their data is collected.
37. All AME staff who interact with data subjects, and their data, are responsible for ensuring that this notice is drawn to their attention and, where necessary, their Consent to the processing of their data is secured.
38. AMEs will observe and will procure that their staff observe Medical Confidentiality and the requirements of the General Data Protection Regulations (GDPR) pertaining to the processing, storage and transmission of personal data which is obtained by access to the System.
39. The AME must be transparent with regard to how and why they are processing sensitive personal data of the applicant and ensure applicants are aware of how their data will be used.
40. Any Data Breaches must be notified to the UK CAA Medical Data Asset Manager via AMESupport@caa.co.uk as soon as identified, along with any mitigating actions taken.
41. AMEs shall not use and will procure that their staff shall not use any information, data, programs or procedures obtained from the System for any purpose other than for the medical assessment of pilots and ATCOs under the AME Online scheme.
42. The CAA reserves the right to use electronic mechanisms to audit connections to the System by AMEs and their staff.
43. Article 28 3.(g) of GDPR states that as a data processor for the UK CAA AMEs must comply with the request to return all personal data to the controller at the request of the UK CAA.
44. Article 28 3.(h) of GDPR states that as a data processor for the UK CAA you must make all information available to demonstrate compliance of the regulation.

Finance

45. AMEs are responsible for all fees payable to the CAA as per the published Statutory Scheme of Charges within 28 days of invoice date. In the event of non-payment, certification will be suspended.

Conditions for AME certification and use of CAA medical IT systems



These Terms and Conditions are subject to periodic amendment by the UK CAA which will be notified to AMEs.

Glossary of Terms:

AME – Aeromedical Examiner

UK CAA – United Kingdom Civil Aviation Authority

EASA – European Aviation Safety Agency

‘The System’ – the IT application software that the AME is able to log on to and submit medical data to the UK CAA database.

ATCO – Air Traffic Controller

GDPR – General Data Protection Regulations