

AGREEMENT BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES
FOR PROMOTION OF AVIATION SAFETY

The American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO), hereinafter referred to as the Parties,

Desiring to promote aviation safety and environmental quality;

Noting common concerns for the safe operation of civil aircraft;

Recognizing the emerging trend toward multinational design, production, and interchange of civil aeronautical products;

Desiring to enhance cooperation and increase efficiency in matters relating to civil aviation safety;

Considering the possible reduction of the economic burden imposed on the aviation industry and operators by redundant technical inspections, evaluations, and testing;

Recognizing the mutual benefit of improved procedures for the reciprocal acceptance of airworthiness approvals, environmental testing, and development of reciprocal recognition procedures for approval and monitoring of flight simulators, aircraft maintenance facilities, maintenance personnel, airmen, and flight operations,

Have agreed as follows:

ARTICLE I

A. The Parties agree:

1. To facilitate acceptance by the designated representative of each Party of the other Party's designated representative's (a) airworthiness approvals and environmental testing and approval of civil aeronautical products, and (b) qualification evaluations of flight simulators;

2. To facilitate acceptance by the designated representatives of the Parties of the approvals and monitoring of maintenance facilities and alteration or modification facilities, maintenance personnel, airmen, aviation training establishments, and flight operations of the other Party;

3. To provide for cooperation in sustaining an equivalent level of safety and environmental objectives with respect to aviation safety.

B. The civil aviation authority of the territory represented by each Party shall be the designated representative of that Party and the executive agent to implement this Agreement. For AIT, the designated representative shall be the Federal Aviation Administration (FAA) of the Department of Transportation. For TECRO, the designated representative shall be the Civil Aeronautics Administration (CAA) of the Ministry of Transportation and Communications.

ARTICLE II

For the purposes of this Agreement:

A. "Airworthiness approval" means a finding that the design or change to a design of a civil aeronautical product meets standards agreed between the designated representatives of the Parties or that a product conforms to a design that has been found to meet those standards, and is in a condition for safe operation.

B. "Alterations or modifications" means making a change to the construction, configuration, performance, environmental characteristics, or

operating limitations of the affected civil aeronautical product.

C. "Approval of flight operations" means the technical inspections and evaluations conducted by the designated representative of a Party, using standards agreed between the designated representatives of the Parties, of an entity providing commercial air transportation of passengers or cargo, or the finding that the entity complies with those standards.

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

E. "Environmental approval" means a finding that a civil aeronautical product complies with standards agreed between the designated representatives of the Parties concerning noise and/or exhaust emissions. "Environmental testing" means a process by which a civil aeronautical product is evaluated for compliance with those standards, using procedures agreed between the designated representatives of the Parties.

F. "Flight simulator qualification evaluations" means the qualification process by which a flight simulator is assessed by comparison to the aircraft it simulates, in accordance with standards agreed between the designated representatives of the Parties, or the finding that it complies with those standards.

G. "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.

H. "Monitoring" means the periodic surveillance by the designated representative of a Party to determine continuing compliance with the appropriate standards.

ARTICLE III

A. The designated representatives of the Parties shall conduct technical assessments and work cooperatively to develop an understanding of each other's standards and systems in the following areas:

1. Airworthiness approvals of civil aeronautical products;

2. Environmental approval and environmental testing;

3. Approval and monitoring of maintenance facilities and maintenance personnel;

4. Approval and monitoring of flight operations and airmen;

5. Evaluation and qualification of flight simulators; and

6. Approval and monitoring of aviation training establishments.

B. When the designated representatives of the Parties agree that the standards, rules, practices, procedures, and systems of the designated representatives of both Parties in one of the technical specialties listed in paragraph (A) of this Article are sufficiently equivalent or compatible to permit acceptance of findings of compliance made by the designated representative of one Party for the designated representative of the other Party to the agreed-upon standards, the Parties shall execute written Implementation Procedures describing the methods by which such reciprocal acceptance shall be made with respect to that technical specialty.

C. The Implementation Procedures shall include at a minimum:

1. Definitions;

2. A description of the scope of the particular area of civil aviation to be addressed;

3. Provisions for reciprocal acceptance of civil aviation authority actions such as test witnessing, inspections, qualifications, approvals, and certifications;

4. Accountability;

5. Provisions for mutual cooperation and technical assistance;

6. Provisions for periodic evaluations; and

7. Provisions for amendments to or termination of the Implementation Procedures.

ARTICLE IV

Any disagreement regarding the interpretation or application of this Agreement or its Implementation Procedures shall be resolved by consultation between the Parties or their designated representatives.

ARTICLE V

This Agreement shall enter into force upon signature and shall remain in force until terminated by either Party. Such termination shall be effected by sixty days written notification to the other Party. Such termination will also act to terminate existing Implementation Procedures executed in accordance with this Agreement. This Agreement may be amended by the written agreement of the Parties. Individual Implementation Procedures may be terminated or amended by the Parties after consultation with their designated representatives.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the respective Parties, have signed this Agreement.

DONE at Washington, D.C., this 30th day of June 2003, in duplicate, in the English language.

FOR THE AMERICAN
INSTITUTE IN TAIWAN:

Brian J. Selig

FOR THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES:

Lu Chen-hong

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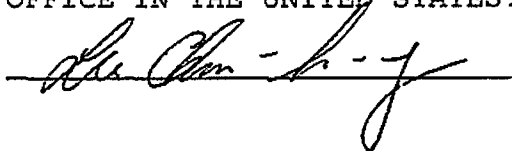
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