

November 6, 2008

Mr. Frank Manuhutu
Chief Legal Advisor
European Aviation Safety Agency
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D-50452 Cologne, Germany

Sent via E-mail:
frank.manuhutu@easa.europa.eu

RE: EASA Instructions for Continued Airworthiness

Dear Mr. Manuhutu:

The Aeronautical Repair Station Association (ARSA or Association) writes in response to the European Aviation Safety Agency's (EASA) May 30, 2008 reply to our letter of March 5, 2008 concerning the availability of Instructions for Continued Airworthiness (ICA) to repair stations in the U.S. and Europe. In its reply EASA acknowledges the following interpretations of its regulations:

- *The holder of an EASA type certificate (TC) must make ICA available upon request to persons required to comply with the terms of those instructions;*
- *EASA approved maintenance organizations (i.e., maintenance facilities certificated under EC 2042/2003, annex II, § 145.A.45 or Title 14 CFR part 145 repair stations with an EASA part 145 approval) are persons required to comply with ICA;*
- *A repair station demonstrates a need for the requested ICA to the TC by showing it is required to comply with the instructions; and*
- *The TC holder is obligated to make the same complete ICA available to the repair station that it provides the owner of the product.*

However, the agency stops short of determining what constitutes a "complete" set of ICA and denies ARSA's petition on the basis that the component maintenance manuals (CMM) its members seek are not part of the complete ICA. This position is further emphasized by the agency's July 3, 2008 referral to a letter it received from Airbus detailing how and when that company believes CMMs must be included as part of the required ICA.

EASA seemingly agrees with Airbus' assertion that it is not required to include CMM in its aircraft ICA when:

"[T]he component may be checked and serviced on-wing without use of the Vendor's CMM. Continued airworthiness can be assured without reference to such CMMs, which are not to be considered part of the ICA."

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The Airbus letter goes on to state when its suppliers do choose to incorporate their CMM into the aircraft level ICA by reference, only then are they obligated to provide copies to maintenance providers. EASA states that Airbus' assertions illustrate the agency's understanding of what constitutes a complete ICA.

The agency, however, fails to recognize that the Association's complaint against Airbus shows that the pertinent CMM are indeed referenced in the higher level aircraft ICA and thus are part of the "complete" ICA package and must be provided to maintenance organizations. In the case of Rolls-Royce its own ICA do not contain the specific overhaul instructions that EASA's regulation explicitly require for continued airworthiness.

Indeed, in its complaint to EASA, the Association predicted the type certificate (TC) holders would claim that the CMM are not part of the "complete" ICA. This assertion does not, however, pass a plain reading of the regulations dictating what information must be included. Those requirements clearly state that complete ICA include details on cleaning, inspecting, testing, wear tolerances and work recommended for all components of the entire aircraft (see CS 25.1529, app. H). When, as is the case with Airbus, the component manufacturer does not supply the ICA, it is the TC holder's duty to supply the instructions as part of its "complete" set of ICA.

The Association's case against Rolls-Royce is laid out even clearer in its complaint. EASA's regulations require that engine ICAs contain details for the performance of maintenance and overhaul, including specific repair methods and inspections (see CS-E 25(c)). It is evident that the components that are the subject of the Rolls-Royce complaint require ICA that includes these detailed instructions, yet as our complaint demonstrates they are contained in ancillary documents the TC holder provides only to select facilities. This is in direct violation of the agency's regulations.

Finally, the agency concludes its May 30, 2008 letter by stating its belief that ARSA has failed to "demonstrate that one of them [i.e., Airbus or Rolls-Royce] is rejecting to make instructions for continuing airworthiness available...nor that no agreement can be achieved at all on how the instructions are made available...." The Association finds this conclusion difficult to understand as both complaints document our member's numerous attempts to amicably secure ICAs in the usual course of business and Airbus' and Rolls-Royce's subsequent refusals. ARSA would like to ask the agency what further steps its members, who are legally entitled to these documents, must take in the face of outright refusals to show they have tried to reach a commercially viable agreement.

Conclusion

ARSA recognizes the difficulty in enforcing regulations for an international aviation

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maintenance industry and appreciates EASA's prompt reply to our request for action. However, the Association requests that the agency reconsider its position on what constitutes "complete" ICA in light of our showing that:

1. CMMs are indeed part of the complete ICA package;
2. The CMM our member is seeking from Airbus is specifically referenced in the aircraft level ICA; therefore, under even the most restrictive interpretation of the regulations the CMM must still be made available; and
3. Rolls-Royce removed repair methods that are specifically required to be in the engine ICAs based on the plain read of the regulations.

Further, it is the agency's role, based on its own regulations, to determine what constitutes a complete set of ICA necessary for ensuring the continued airworthiness of aircraft under its jurisdiction. This responsibility must not be abdicated to the TC holders' subjective interpretation of the regulations.

Further, we request that the agency enlighten our members as to the extent they must go in order to have shown that "no agreement" may be reached after receiving flat-out, written refusals from TC holders.

ARSA looks forward to EASA's response and clarification. The Association also looks forward to working with the agency towards the ultimate resolution of this issue. If there are any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, reading "Marshall S. Filler". The signature is written in a cursive, flowing style.

Marshall S. Filler
Managing Director & General Counsel

cc: Mr. Julian Hall
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