



European Aviation Safety Agency

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Cologne, 8 June 2009
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Aeronautical Repair Station Association
Mr Marshal S. Filler
Managing Director & General Counsel
121 North Henry Street
USA - Alexandria, VA 22314-2903

Subject: EASA Instructions for Continued Airworthiness (ICA)

Reference: Your letter dated 6 November 2008

Dear Mr. Filler,

By letter dated 6 November 2008 you have asked the Agency to reconsider its position on what constitutes "complete" ICA. In addition you requested information to what extent your members must go in order to show that no agreement may be reached with the TC holders to provide the continuing airworthiness information.

As agreed upon in December 2008, we have had a teleconference on 4 March 2009, giving you the opportunity to reiterate and clarify your position on a technical and pragmatic basis with Agency's technical staff.

Following this teleconference, the Agency discussed again your complaints originally raised by letter dated 5 March 2008 (and repeated by letter dated 6 November 2008). Still the Agency is of the opinion that your complaints are not sufficiently justified. In line with your questions raised by letter dated 6 November 2008 we would like to clarify the following.

In your complaint with regard to Liebherr components on an Airbus aircraft, ARSA intended to inform the Agency where and how within the "top level" ICA the specific CMMs under discussion are referenced. The agency is not aware of having received copies of the pages of the relevant "top-level" ICA.

With regard to ARSA's complaint on the Rolls Royce case, the Agency's understanding of the rules is that CMMs can contain "remove and replace" instructions instead of "repair instructions". Such information are considered to be essential for continued airworthiness.

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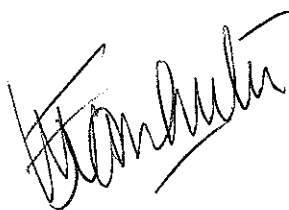
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However, as regards both complaints, ARSA has not demonstrated that its members are eligible to receive ICA from the TC holder. The rules state that the TC holder has to make ICA available to persons required to comply with these instructions. Art.145.A.45 (a) of Annex II (Part 145) to Regulation (EC) No 2042/2003 clarifies at what time the maintenance organisation is required to comply with the ICA, i.e. when "maintenance is performed" and "work is in progress". In addition, based on Artt. M.A.201(g), M.A.201(h)(2) and M.A.201(i)(2) of Annex I (Part M) to Regulation (EC) No2042/2003 and Art. 145.A.65(b) of Annex II (Part 145) to Regulation (EC) No 2042/2003, it is the Agency's understanding that the maintenance organisation has to have concluded a work order / contract with an aircraft owner / operator to perform maintenance work on such a type or that a specific repair is scheduled.

The conditions, under which such a (commercial) contract is concluded, are outside of the scope of the Agency. The Agency only ensures aviation safety. The maintenance organisation therefore has to demonstrate that the denial of the TC holder to provide such information would endanger aviation safety. That is not yet the case when a request for ICA was denied by the TC holder once or twice.

We trust that we could further clarify the issue.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'F. Manuhutu', written in a cursive style.

F. MANUHUTU