

**General Civil Aviation Authority
United Arab Emirates**

**Civil Aviation Organization
Islamic Republic of Iran**

MEMORANDUM OF UNDERSTANDING

between

**THE GENERAL CIVIL AVIATION AUTHORITY
(UNITED ARAB EMIRATES)**

and

**THE CIVIL AVIATION ORGANIZATION
(ISLAMIC REPUBLIC OF IRAN)**

**on the implementation of Article 83 *bis* of the Convention on
International Civil Aviation (Chicago, 1944)**

**For the transfer of surveillance responsibilities (licensing, rules of the
air, maintenance and operations) of aircraft operated under a leasing
agreement**

MEMORANDUM OF UNDERSTANDING

Whereas the Protocol relating to Article 83 *bis* of the Convention on International Civil Aviation (Chicago, 1944) (hereinafter referred to as "the Convention"), to which the ISLAMIC REPUBLIC OF IRAN and the UNITED ARAB EMIRATES are parties, entered into force on 20th June 1997;

Whereas Article 83 *bis*, with a view to enhanced safety, provides for the possibility of transferring to the State of the Operator all or part of the State of Registry's functions and duties pertaining to Articles 12, 30, 31, and 32 (a) of the Convention;

Whereas, in line with ICAO Document 9760, (Airworthiness Manual) Volume II, Part B, Chapter 10, and in light of ICAO Document 8335, (Manual of Procedures for Operations Inspection, Certification and Continued Surveillance), Chapter 10, it is necessary to establish precisely the international obligations and responsibilities of the ISLAMIC REPUBLIC OF IRAN (as State of Registry) and the UNITED ARAB EMIRATES (as State of the Operator) in accordance with the Convention;

Whereas, with reference to the relevant Annexes to the Convention, this Agreement organises the transfer from the ISLAMIC REPUBLIC OF IRAN to the UNITED ARAB EMIRATES of responsibilities normally carried out by the State of Registry, as set out in paragraphs 3 and 4 below;

The Government of the ISLAMIC REPUBLIC OF IRAN, represented by its Civil Aviation Organization, and

The Government of the UNITED ARAB EMIRATES, represented by its General Civil Aviation Authority,

Hereinafter referred to as "the Parties", have agreed as follows on the basis of Article 33 and 83 *bis* of the Convention

ARTICLE I - SCOPE

Section 1. The ISLAMIC REPUBLIC OF IRAN shall be relieved of responsibility in respect of the functions and duties transferred to the UNITED ARAB EMIRATES upon due publicity or notification of this Agreement as determined in paragraph (b) of Article 83 *bis*.

Section 2. The scope of this Agreement shall be limited to ATR 72 aircraft on the register of civil aircraft of the ISLAMIC REPUBLIC OF IRAN and operated under leasing arrangement by Pluto Airlines, whose principle place of business is in the UNITED ARAB EMIRATES. The list of aircraft concerned, identified by type, registration and serial number, is reproduced in the Attachment 1, which also indicates the term of each leasing agreement.

ARTICLE II - TRANSFERRED RESPONSIBILITIES

Section 3. Under this Agreement, the parties agree that the ISLAMIC REPUBLIC OF IRAN transfers to the UNITED ARAB EMIRATES the following functions and duties, including oversight and control of relevant items contained in the respective Annexes to the Convention:

Annex 1- *Personnel Licensing*; issuance and validation of licences.

The procedures for the validation for pilots not holding ISLAMIC REPUBLIC OF IRAN licences are as follows:

- List of all pilots being involved in the operation with information concerning personal data (family name, first name, place of birth, date of birth), certified photocopies of the licence, licence number, pilot's function and last instrument proficiency check, and valid Class One Medical Certificate.

Those documents are to be sent to:

Licensing Department
Civil Aviation Organization
Building No. 1
Mehrabad International Airport P.O. Box 13445 - 1798
Tehran
Islamic Republic of Iran

Annex 2- *Rules of the Air*; enforcement of compliance with applicable rules and regulations relating to the flight and manoeuvre of aircraft.

Annex 6- *Operation of Aircraft*; (Part 1 - International Commercial Air Transport – Aeroplanes); all responsibilities, which are normally incumbent on the State of Registry. Where responsibilities in Annex 6, Part 1, may conflict with responsibilities in Annex 8 Airworthiness of Aircraft, allocation of specific responsibilities is defined in Attachment 2.

Section 4. Under this Agreement, while the ISLAMIC REPUBLIC OF IRAN will retain full responsibility under the Convention for the regulatory oversight and control of Annex 8 – Airworthiness of Aircraft, the responsibility for the approval of line stations used by Pluto Airlines, which are located away from its main base, is transferred to the UNITED ARAB EMIRATES. The procedures related to the continuing airworthiness of aircraft to be followed by Pluto Airlines will be contained in the Iran Aseman Airlines' Maintenance Control Manual (MCM). Attachment 2 hereunder describes the responsibilities of the Parties regarding the continuing airworthiness of aircraft.

ARTICLE III - NOTIFICATION

Section 5. Responsibility for notifying directly any States concerned of the existence and contents of this Agreement pursuant to Article 83 *bis* (b) rests with the UNITED ARAB EMIRATES as the State of the Operator, as needed. This Agreement, as well as any amendments to it, will also be registered with ICAO by the UNITED ARAB EMIRATES as the State of the Operator, as required by Article 83 *bis* of the Convention, and in accordance with the Rules for Registration with ICAO of Aeronautical Agreements and Arrangements (ICAO Doc 6685). In addition the following notification to the ISLAMIC REPUBLIC OF IRAN by the UNITED ARAB EMIRATES shall be required;

- notification of accidents or incidents within 72 hours, in accordance with ICAO definition, which may jeopardise the airworthiness of aircraft; and
- all applicable airworthiness information regarding the continued airworthiness of the aircraft; and
- all line station inspections and approvals; and
- all aircraft defects affecting the continued airworthiness.

All correspondence between the State of Registry and the State of the Operator shall be sent to:

UNITED ARAB EMIRATES:
Director Flight Safety
GCAA
P.O. Box 6558
Abu Dhabi
United Arab Emirates

Tel: +97124054437
Fax: +97124054402

ISLAMIC REPUBLIC OF IRAN:
Deputy of Flight Standards
Civil Aviation Organization
Building No. 1
Mehrabad International Airport P.O. Box 13445 - 1798
Tehran
Islamic Republic of Iran

Tel: +98216025045
Fax: +98216036552

Section 6. A certified true copy (in the English language) of this Agreement shall be placed on board each aircraft to which this Agreement applies.

Section 7. A certified true copy of the Air Operator's Certificate (AOC) issued to Pluto Airlines L.L.C by the UNITED ARAB EMIRATES, in which the aircraft concerned will be duly listed and properly identified, will also be carried on board each aircraft.

ARTICLE IV - CO-ORDINATION

Section 8. Meetings between the UNITED ARAB EMIRATES GCAA and the ISLAMIC REPUBLIC OF IRAN CAO will be arranged as necessary to discuss both operations and airworthiness matters resulting from inspections that have been conducted by respective inspectors. The following subjects may be reviewed during these meetings:

- Flight Operations;
- Continuing airworthiness surveillance and aircraft maintenance;
- Operator's Maintenance Control Manual procedures as applicable;
- Licensing;
- Any other significant matters arising from inspections.

Section 9. Subject to reasonable notice, both Parties will be permitted access to the operational documentation concerning Pluto Airlines L.L.C, and the maintenance documentation concerning Iran Aseman Airlines in order to verify both Parties are fulfilling its safety oversight obligations.

Section 10. During the implementation of this Agreement, and prior to any aircraft subject to it being made the object of a sub-lease, the UNITED ARAB EMIRATES, remaining the State of the Operator, shall inform the ISLAMIC REPUBLIC OF IRAN. None of the duties and functions transferred from the ISLAMIC REPUBLIC OF IRAN to the UNITED ARAB EMIRATES may be carried out under the authority of a third State without the express written agreement of both Parties


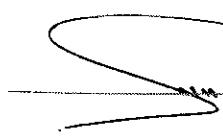
ARTICLE V - FINAL CLAUSES

Section 11. This Agreement will enter into force on its date of signature, and come to an end for aircraft listed in Attachment 1 after six (6) months from the execution of this Memorandum. Any modification to the Agreement shall be agreed by the Parties thereto in writing.

Section 12. Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

Section 13. In witness thereof, the undersigned Directors of Civil Aviation of the ISLAMIC REPUBLIC OF IRAN and the UNITED ARAB EMIRATES have signed this Agreement.


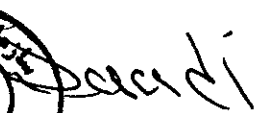
For the Government of the
UNITED ARAB EMIRATES



The seal is circular with the text 'GENERAL CIVIL AVIATION AUTHORITY' around the perimeter. In the center, it says 'DG OFFICE' and 'UNITED ARAB EMIRATES'. There is also Arabic text around the inner circle.

Mohammed Ghanim Al Ghaith
Director General Civil Aviation

For the Government of the
ISLAMIC REPUBLIC OF IRAN



The seal is circular with the text 'C.A.O.' and 'I.R. OF IRAN' in the center. It also contains Persian text around the perimeter.

Vice President of Roads &
Transportation and Administrator
of Civil Aviation Organization

GH. T. SAADI
Deputy of Administrator
in Flight Standards

Dated 8/06/2003

Place GCAA

Dated 8/06/2003

Place ABU DHABI

Attachments: Attachment 1 - Aircraft affected by this Agreement
Attachment 2 - Responsibilities of the UAE GCAA and IR Iran
CAO regarding airworthiness

Attachment 1

AIRCRAFT AFFECTED BY THIS AGREEMENT

Aircraft concerned in leasing agreement between **Iran Aseman Airlines** (lessor) of the ISLAMIC REPUBLIC OF IRAN and **Pluto Airlines** (lessee) of the UNITED ARAB EMIRATES

Aircraft Type	Registration Mark	Serial Number	Leasing Term	
			From	To
ATR 72	EP-ATH	339	01 JUL 03	31 DEC 03
ATR 72	EP-ATS	391	01 JUL 03	31 DEC 03
ATR 72	EP-ATZ	398	01 JUL 03	31 DEC 03
ATR 72	EP-ATA	334	01 JUL 03	31 DEC 03

Attachment 2

RESPONSIBILITIES OF THE ISLAMIC REPUBLIC OF IRAN AND THE UNITED ARAB EMIRATES REGARDING AIRWORTHINESS

Allocation of Specific Airworthiness Responsibilities Concerning the Leasing Agreement
between **Iran Aseman Airlines** (Lessor) of the ISLAMIC REPUBLIC OF IRAN and
Pluto Airlines (lessee) of the UNITED ARAB EMIRATES

ICAO Annex/Document	Subject	Responsibilities of the State of Registry (I.R. of Iran)	Responsibilities of the State of the Operator (UAE)
Annex 6, Part I, para 5.2.4	Operation of Aircraft in Compliance with its C of Airworthiness	Full	Nil
Annex 6, Part I, para 8.1.2	Operator's Maintenance Responsibilities	Approve maintenance organizations used by Pluto Airlines except for line stations away from their main base	Approve line stations away from the main base
Annex 6, Part I, para 8.2.1 to 8.2.4	Operator's Maintenance Control Manual (MCM)	Full	GCAA to approve Pluto MCM
Annex 6, Part I, para 8.3	Maintenance Programme	Full	Nil
Annex 6, Part I, paras 8.4.1 to 8.4.3	Maintenance Records	Full	Nil
Annex 6, Part I, paras 8.5.1 to 8.5.2	Continuing Airworthiness Information	Full	Nil
Annex 6, Part I, para 8.6 Doc 9642, Part VII, App. A, No. 3.7	Modifications and Repairs	Full	Nil
Annex 6, Part I, paras 8.7 to 8.8	Approved Maintenance Organizations	Approve base maintenance organizations and procedures used by Pluto Airlines in accordance with Annex 6, Part I, paras 8.7 and 8.8	Approve line stations away from the main base