AGREEMENT BETWEEN NORWAY AND SPAIN ON THE IMPLEMENTATION OF ARTICLE 83 BIS OF THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

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 Norway and Spain are parties, entered into force on 20 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 Doc 9760 (Airworthiness Manual), Volume II, Part B, Chapter 10, and in light of Doc 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 Norway (State of Registry) and Spain (State of the Operator) in accordance with the Convention;

WHEREAS, with reference to the relevant Annexes to the Convention, this Agreement organizes the transfer from Norway to Spain of the responsibilities normally carried out by the State of Registry, as set out in Sections 3 and 4 below;

THE CIVIL AVIATION AUTHORITY OF THE KINGDOM OF NORWAY, having their headquarters in N-8006 Bodø, Sjøgata 45-47, hereafter named "NCAA", and

THE AVIATION SAFETY STATE AGENCY OF THE KINGDOM OF SPAIN (Agencia Estatal de Seguridad Aérea), having their headquarters in General Perón n.º 40, Portal B, 1st floor, 28020 (Madrid, Spain), hereafter named "AESA";

Declaring their mutual commitment to the safety and efficiency of international aviation;

Recognizing that both Governments have a mutual interest in ensuring the flight safety of aircraft engaged in international air navigation for aircraft operating on Norway (State of Registry) and Flight Crew under an Air Operator Certificate (AOC) issued by Spain;

Desiring to ensure the continued safety of the operating aircraft registered on Norway under a transfer agreement;

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

ARTICLE I - SCOPE

Section 1. Norway shall be relieved of responsibility in respect of the functions and duties transferred to Spain, 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 the aircraft listed in Attachment 2, registered in the register of civil aircraft of Norway and operated under leasing arrangement by Coyotair S.A., whose principal place of business is in Spain.

ARTICLE II - TRANSFERRED RESPONSIBILITIES

Section 3. Under this Agreement, the Parties agree that Norway transfers to Spain 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.

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 I - International Commercial Air Transport Aeroplanes), if applicable, all responsibilities which are normally incumbent on the State of Registry. Where responsibilities in Annex 6, Part I, may conflict with responsibilities in Annex 8 - Airworthiness of Aircraft, allocation of specific responsibilities is defined in Attachment 1.
AGREEMENT BETWEEN NORWAY AND SPAIN ON THE IMPLEMENTATION OF ARTICLE 83 BIS OF THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

Annex 8 - Airworthiness of Aircraft (part II chapters 3, 4) all responsibilities which are normally incumbent on the State of Registry, and have not been assumed by EASA, and those portions which provide for aircraft operator and operator's Authority responsibilities in relation to the intended operations.

Section 4. The procedures related to the continuing airworthiness of aircraft to be followed by Coyotair S.A. will be contained in the operator's maintenance control manual (MCM). Attachment 1 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 Spain as the State of the Operator, as needed. This Agreement, as well as any amendments to it, shall also be registered with ICAO by Norway as the State of Registry or Spain as the State of the Operator, as required by Article 83 of the Convention and in accordance with the Rules for Registration with ICAO of Aeronautical Agreements and Arrangements (Doc 6685).

Section 6. A certified true copy 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 certificate (AOC) issued to Coyotair S.A. by Spain, in which the aircraft concerned will be duly listed and properly identified, will also be carried on board each aircraft.

ARTICLE IV – COORDINATION

Section 8. Meetings between NCAA and AESA will be held when any part request to discuss both operations and airworthiness matters resulting from inspections that have been conducted by respective inspectors. For the sake of enhanced safety, these meetings will take place for the purpose of resolving any discrepancies found as a result of the inspections and in order to ensure that all parties are fully informed about Coyotair S.A. operations. The following subjects will be among those reviewed during these meetings:

- Flight operations
- Continuing airworthiness and aircraft maintenance
- Operator's MCM procedures, if applicable
- Flight and cabin crew training and checking
- Any other significant matters arising from inspections

Section 9. Subject to reasonable notice, NCAA will be permitted access to AESA documentation concerning Coyotair S.A. in order to verify that Spain is fulfilling its safety oversight obligations as transferred from Norway.

Section 10. During the implementation of this Agreement, and prior to any aircraft subject to it being made the object of a sub-lease, Spain, remaining the State of the Operator, shall inform Norway. None of the duties and functions transferred from Norway to Spain may be carried out under the authority of a third State without the express written agreement of Norway.
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 2 at the completion of the respective leasing arrangements under which they are operated. 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 representatives of NCAA and AESA have signed this Agreement.

The Civil Aviation Authority of the Kingdom of Norway
[Signature]
Mr. Petter Abelsrud
Airworthiness Department Director
[place and date]

For the Aviation Safety State Agency of the Kingdom of Spain
[Signature]
José Luis Lozano Lozano
Safety Inspection Coordinator
[place and date] 25-05-2012

Attachments:

Attachment 1 – Responsibilities of Norway and Spain regarding airworthiness
Attachment 2 – List of aircraft affected by this Agreement
Attachment 1
PART 1
RESPONSABILITIES EXPOSITION

General
1. The EU and JAA set of requirements, directly or indirectly called for in this agreement is to be intended at the latest amendment/change issued by EU or adopted by NCAA in accordance with the pertinent effectiveness and implementation schedule as defined respectively by EU or by NCAA (for JAA regulations). In the case NCAA would grant exemptions under provisions of art 14.4 of Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008, these exemptions shall be notified to AESA as soon as possible, unless otherwise explicitly established elsewhere in this agreement.

Approved type design
2. The aircraft, and any product or part thereof, must comply with relevant EASA approved type design (refer to provisions of art. 2 of Commission Regulation 1702/2003 dated 24 September 2003). AESA will be responsible for supervising compliance with this requirement after aircraft delivery to the lessee all the time the aircraft is being operated by the lessee under Norwegian registration marks.

AD's
3. The aircraft must be in compliance with all the AD's applicable to that aircraft, and to any part thereof, mandated either by the relevant State of Design Authorities (refer to Decision No. 2/2003 Of the Executive Director of the Agency dated 14 October 2003), by EASA (refer to (EC) 2042/2003 Part M provisions, M.A.301 5), or by NCAA once issued under the provisions of Art. 14 of Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 for products or parts for which there is not a State of Design Authority. Coyotair must hold and keep up-to-date a complete set of the above applicable mentioned AD's. NCAA will provide periodically to AESA who will be responsible for supervising compliance with this requirement, with an up-dated list of Norwegian AD's and any other airworthiness action mandated by NCAA applicable to the concerned aircraft type and parts/products thereof. Any derogation to AD's requirements must be approved by NCAA in accordance with EASA regulations.

4. The aircraft may be also requested to comply with AD's applicable to the subject aircraft model, or parts thereof, issued by AESA under the provisions of Art. 14 of Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 if an equivalent airworthiness action had not been made mandatory by the State of Design Authorities or more restrictive terms of compliance are mandated by the AESA. To this regard, design or maintenance program implications deriving from the above mentioned mandatory airworthiness actions will be treated in accordance with terms and conditions of appropriate paragraphs of the following section Maintenance.

Maintenance
5. Aircraft shall be maintained in accordance with the Aircraft Maintenance Programme (AMP) approved by AESA in accordance with Part M requirements M.1.4 (ii) to the lessee for the specific type of aircraft. Surveillance of the aircraft maintenance will be performed by AESA in accordance with its national procedures, any variation, if requested, to the approved maintenance program (e.g. short term interval extensions, escalations, etc.) will be approved by AESA.

6. Repairs and modifications to be performed on the aircraft shall be approved in accordance with relevant EASA Part 21 provisions and relevant implementation procedures, before their embodiment. Any repair of a damage that is beyond the limits or outside the scope of the published approved repair data must be approved by EASA (M.A.304).

7. All maintenance inspections, overhauls, modifications and repairs to be performed on the aircraft shall be carried out and released by any appropriately rated Maintenance Organisation (MO) approved/accepted under the Regulation (EC) No 2042/2003, Part 145 or Part M Subpart F, as requested in accordance with Part M provisions, taking into account aircraft classification or type of operations.

8. AESA shall ensure the oversight of the continuing airworthiness management system of the Continuing Airworthiness Management Organisation approved in accordance with Part M, Subpart G of Regulation (EC) 2042/2003, in accordance with Part M, point M.1 paragraph 3 (ii);
Obligations of lessor and lessee

18. The lessor and the lessee shall be engaged to provide free access for NCAA and AESA inspections any time it will be required. Maintenance and operational records must be kept updated and available upon request from both Authorities. All relevant documents shall be issued in the English language.

19. The lessor and the lessee shall immediately inform NCAA and AESA about any changes of the present lease agreement or termination thereof, so that appropriate actions can be taken.

20. This agreement shall remain in force until the aircraft is returned to the lessor, by the lessee. Upon its termination, AESA will also send NCAA a confirmation, in writing.

21. All communications regarding the execution of this agreement shall be made between the designated representatives of NCAA and AESA.
## AGREEMENT BETWEEN NORWAY AND SPAIN ON THE IMPLEMENTATION OF ARTICLE 83 BIS OF THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

### PART 2

**RESPONSIBILITIES OF NORWAY AND SPAIN REGARDING AIRWORTHINESS OUTLINE**

(According to Chicago Convention)

<table>
<thead>
<tr>
<th>REF</th>
<th>Subject</th>
<th>ICAO Doc</th>
<th>Responsibilities of the State of Registry (Kingdom of Norway)</th>
<th>Responsibilities of the State of the Operator (Kingdom of Spain)</th>
<th>REF PART 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mandatory continuing airworthiness information</td>
<td>Annex 8, Part II, Chapter 4; Doc 9760, Volume II, Part B, Chapter 8</td>
<td>Ensure that AESA and Coyotair receive all applicable mandatory continuing airworthiness information.</td>
<td>Ensure that Coyotair complies with mandatory continuing airworthiness information transmitted by the Kingdom of Norway.</td>
<td>3 &amp; 4</td>
</tr>
<tr>
<td>2</td>
<td>Operation of aircraft in compliance with its Certificate of Airworthiness (CofA)</td>
<td>Annex 6, Part I, 5.2.3 and 5.2.4</td>
<td>Assume State of Registry's responsibility as defined in 5.2.4 of Annex 6, Part I.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Operator's maintenance responsibilities</td>
<td>Annex 6, Part I, Chapter 8, 8.1</td>
<td>Ensure that the responsibilities are contained in the Operator's MCM.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Operator's maintenance responsibilities</td>
<td>Annex 6, Part I, 8.1.2</td>
<td>Ensure that the maintenance organizations used by Coyotair are approved in accordance with Part 145 or Part M Subpart F.</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>Operator's maintenance control manual (MCM).</td>
<td>Annex 6, Part I, 8.2.1 to 8.2.4</td>
<td>Ensure that guidance is contained in the MCM, approve the MCM and transmit a copy to NCAA.</td>
<td></td>
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<tr>
<td>6</td>
<td>Maintenance Program</td>
<td>Annex 6, Part I, Chapter 8, 8.3</td>
<td>Accept/Approve Coyotair Maintenance Programme.</td>
<td></td>
<td>5</td>
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<td>7</td>
<td>Maintenance records</td>
<td>Annex 6, Part I, 8.4.1 to 8.4.3</td>
<td>Possibility to inspect maintenance records and documents.</td>
<td>Ensure that records are kept in accordance with 8.4.1 to 8.4.3 of Annex 6, Part I, and inspect in accordance with the requirements of the AOC.</td>
<td>9 &amp; 18</td>
</tr>
<tr>
<td>8</td>
<td>Continuing airworthiness information</td>
<td>Annex 6, Part I, 8.5.1 y 8.5.2</td>
<td>Ensure that the airworthiness requirements of the Kingdom of Norway are known to both AESA and Coyotair.</td>
<td>Ensure that the airworthiness requirements of the Kingdom of Norway and Spain are complied with and adequate procedures are incorporated in the MCM.</td>
<td>7 &amp; 11</td>
</tr>
<tr>
<td>9</td>
<td>Modifications and repairs</td>
<td>Annex 6, Part I, 8.6; Doc 9760, Volume II, Part B, Chapter 10, Attachment 10-A, Doc 9642, Part VIII, Attachment A, 3.7</td>
<td>Ensure that they have been previously approved by the States of Design and of Manufacture.</td>
<td>Ensure that airworthiness reports are given to the Kingdom of Norway.</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>Approved maintenance organization and maintenance release</td>
<td>Annex 6, Part I, 8.7</td>
<td>Ensure that the maintenance organizations used by Coyotair are approved in accordance with Parte 145 or Part M Subpart F, and that procedures are contained in the MCM and approve the MCM.</td>
<td></td>
<td>7</td>
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<td>11</td>
<td>Maintenance approval</td>
<td>and 8.8</td>
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**PART 3**

**RESPONSIBILITIES OF NORWAY AND SPAIN REGARDING AIRWORTHINESS**

(According to EASA PART M)

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<th>Part M requirement</th>
<th>Subject</th>
<th>Responsible State</th>
<th>Part 1 reference</th>
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<tr>
<td>M.1.1</td>
<td>Oversight of the continuing airworthiness of individual aircraft</td>
<td>State of Registry</td>
<td>3 &amp; 4</td>
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<td>Issue of Airworthiness Review Certificates</td>
<td>State of Registry</td>
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<td>M.1.4</td>
<td>Approval of maintenance programmes</td>
<td>State of the operator</td>
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<td>SUBPART C CONTINUING AIRWORTHINESS</td>
<td>Maintenance Programme</td>
<td>State of the operator</td>
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<td>M.B.301</td>
<td>Exemptions</td>
<td>State of Registry</td>
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<td>M.B.303</td>
<td>Aircraft Continuing Airworthiness monitoring</td>
<td>State of Registry</td>
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<td>M.B.304</td>
<td>Revocation, suspension and limitation</td>
<td>State of Registry</td>
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<td>SUBPARTE I AIRWORTHINESS REVIEW CERTIFICATE</td>
<td>Assessment of recommendations</td>
<td>State of Registry</td>
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<td>M.B.901</td>
<td>Airworthiness review by Competent Authority</td>
<td>State of Registry</td>
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<tr>
<td>M.B.902</td>
<td>Findings</td>
<td>State of Registry</td>
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## Aircraft Type Registration Marks Serial Number Leasing Term

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<th>Aircraft Type</th>
<th>Registration Marks</th>
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<th>Leasing Term</th>
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<tr>
<td>AS350B3</td>
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<td>7368</td>
<td>31/10/2012</td>
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Diligencia para hacer constar que la presente fotocopia es fiel y exacto disfayo del original.
Madril de 12 de dizer
EL FUNCIONARIO,
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