

**Agreement**  
**between the**  
**United States of America, represented by the**  
**Federal Aviation Administration**  
**and the**  
**Kingdom of Saudi Arabia, represented by the**  
**General Authority of Civil Aviation**  
**on the Implementation of Article 83 bis of the**  
**Convention on International Civil Aviation**

*WHEREAS*, Article 83 bis of the Convention on International Civil Aviation (Chicago, 1944) (the "Convention"), with a view to enhanced safety, provides that a State of Registry may transfer to the State of the Operator all or part of the State of Registry's functions and duties of registry under Articles 12, 30, 31, and 32(a) of the Convention;

*WHEREAS*, in line with the International Civil Aviation Organization's *Airworthiness Manual*, Document 9760 (Part V, Guidance on Transfer of Aircraft, International Lease Arrangements and Article 83 bis Agreement) and *Manual of Procedures for Operations Inspection, Certification and Continued Surveillance*, Document 8335 AN/879 (Part V, Lease and Charter Operations), an Article 83 bis agreement should establish precisely the responsibilities of each party to the transfer of functions and duties;

*WHEREAS*, with reference to the relevant Annexes to the Convention, this Agreement organizes the transfer from the United States, as the State of Registry, to the Kingdom of Saudi Arabia, as the State of the Operator, of responsibilities normally carried out by the State of Registry, as set out in Article II below:

*NOW THEREFORE*, the United States of America, represented by the Federal Aviation Administration ("FAA"), and the Kingdom of Saudi Arabia, represented by the General Authority of Civil Aviation ("GACA"), hereinafter referred to as "the Parties", have agreed as follows on the basis of Articles 12, 31, 32(a), and 83 bis of the Convention:

**ARTICLE I — SCOPE**

Section 1. Pursuant to Article 83 bis, the United States shall be relieved of responsibility in respect of the functions and duties transferred under this Agreement to the Kingdom of Saudi Arabia. In respect of other contracting States, the transfer shall have effect upon due publicity or notification of this Agreement in accordance with paragraph (b) of Article 83 bis of the Convention.



Section 2. The scope of this Agreement shall be limited to general aviation aircraft on the registry of civil aircraft of the United States and operated pursuant to an agreement for the lease, charter, or interchange of the aircraft or any similar arrangement for a term of more than 180 days by operators whose principal place of business is in, or who permanently reside in, the Kingdom of Saudi Arabia. The aircraft subject to this Agreement are identified by make and model, registration number, serial number, and lease expiry date, if applicable, on the list provided in Attachment 1.

## ARTICLE II — TRANSFERRED RESPONSIBILITIES

Section 1. Under this Agreement, the Parties agree that the United States of America transfers to the Kingdom of Saudi Arabia 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 licenses, except radio licensing.

Annex 2 — *Rules of the Air*, enforcement of compliance with applicable rules and regulations relating to the flight and maneuver of aircraft.

Annex 6 — (Part II — *International General Aviation — Aeroplanes* and Part III — *International Operations Helicopters*) all responsibilities that are normally incumbent on the State of Registry.

Annex 8 — *Airworthiness of Aircraft*, airworthiness.

Section 2. When an aircraft becomes subject to this Agreement, the GACA shall notify the owner or the authorized representative of the owner of such aircraft at least ninety days prior to the removal of the FAA Certificate of Airworthiness and issuance of the General Authority of Civil Aviation Certificate of Airworthiness. The GACA shall forward the FAA Certificate of Airworthiness to the FAA designated point of contact for retention in the permanent airworthiness files for that aircraft.

## ARTICLE III — NOTIFICATION

Section 1. The Kingdom of Saudi Arabia shall notify directly any States concerned of the existence and contents of this Agreement, as needed. This Agreement, as well as any amendments to it, shall also be registered with the International Civil Aviation Organization ("ICAO") by the United States of America as the State of Registry, or the Kingdom of Saudi Arabia as the State of the Operator, as required by Article 83 and in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements*, ICAO Document 6685.

Section 2. The GACA shall ensure that a certified true copy of this Agreement is placed on board each aircraft subject to this Agreement.

## ARTICLE IV — COORDINATION

Section 1. Consultations between the FAA and the GACA shall be held as necessary to discuss both operations and airworthiness matters from inspections that have been conducted by their respective inspectors. Consultations may be held in person or by telephone or video conference.

For the sake of enhanced safety, these consultations shall take place for the purpose of resolving any discrepancies found as a result of the inspections and to ensure that all parties are fully informed about the aircraft operator's operations. The following subjects may be reviewed during these consultations:

- Flight operations;
- Continuing airworthiness and aircraft maintenance and maintenance control manual procedures, if applicable;
- Flight training and cabin crew, when applicable;
- Any other significant matters arising from inspections; and
- Review of the Agreement, including addition or subtraction of aircraft to or from Attachment 1.

The FAA and GACA shall each identify a point of contact for this Agreement.

Section 2. During the implementation of this Agreement, the GACA, representing the State of the Operator, shall inform the FAA prior to any aircraft subject to it being made the object of a subsidiary lease, charter, or interchange or similar arrangement. None of the duties and functions transferred from the United States of America to the Kingdom of Saudi Arabia under this Agreement may be carried out under the authority of a third State. The GACA shall further inform the FAA if it takes certificate action against an airman operating an aircraft subject to the Agreement, where the airman holds an FAA certificate.

Section 3. Subject to reasonable notice, the FAA shall be permitted access to GACA records necessary to verify that the Kingdom of Saudi Arabia is performing the functions and duties transferred under the Agreement.

#### **ARTICLE V — FINAL CLAUSES**

Section 1. This Agreement shall enter into force on the date of signature. Any amendments to this Agreement or any attachment thereto shall be agreed by the Parties in writing.

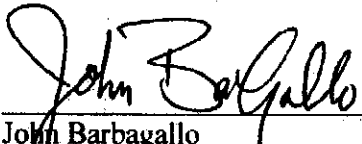
Section 2. Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

In witness whereof, the undersigned representatives of the Parties have signed this Agreement.

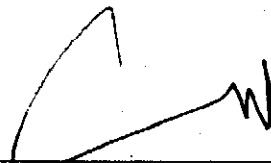
For the  
United States of America,  
Represented by the Federal  
Aviation Administration:

For the  
Kingdom of Saudi Arabia,  
Represented by the General  
Authority of Civil Aviation:

[Signature]



John Barbagallo  
Deputy Director,  
Flight Standards Service  
Federal Aviation Administration



Capt. Abdulhakim M. Al Badir  
Assistant President,  
Safety, Security and Air Transport  
General Authority of Civil Aviation

August 29, 2016  
Date

August 29, 2016  
Date

Riyadh, KSA  
Location

Riyadh, KSA  
Location

Attachments:

Attachment 1 — Aircraft Subject to this Agreement

Attachment 2 — Responsibilities of the United States of America and the Kingdom of Saudi Arabia

