



**AVIATION
ADMINISTRATION
OF KAZAKHSTAN**



**AGREEMENT
BETWEEN
IRISH AVIATION AUTHORITY (IRELAND)
AND
AVIATION ADMINISTRATION OF KAZAKHSTAN
ON THE
IMPLEMENTATION OF ARTICLE 83bis OF THE
CONVENTION ON INTERNATIONAL CIVIL AVIATION (ICAO)
FOR THE TRANSFER OF SURVEILLANCE RESPONSIBILITIES
OF IRISH REGISTERED AIRCRAFT
OPERATED UNDER DRY LEASING CONTRACTS**

(Agreement Reference: AAK-IAA-001)

REVISIONS

Revision	Changes	Date
A	Initial	6 May 2021
B	Revised to include helicopter operations	05 December 2024

PREMISES

WHEREAS the protocol relating to Article 83bis of the Convention on International Civil Aviation (Chicago, 1944), to which **IRELAND** and the **REPUBLIC OF KAZAKHSTAN** are parties, entered into force on 20th June 1997.

WHEREAS Article 83bis of the Chicago Convention which was included with the Protocol of 6 October 1980 provides, with a view to enhanced safety, 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', Part IV, Chapter 6, 'Leasing Arrangements', ICAO ICAO Document 10057 'Manual on the implementation of Article 83 bis of the Convention on International Civil Aviation' and in light of ICAO Document 8335, Part V 'Lease and Charter operations', it's necessary to establish precisely the international obligations and responsibilities of **IRELAND** and the **REPUBLIC OF KAZAKHSTAN** in accordance with the Convention;

WHEREAS the protocol was ratified by **IRELAND** through the transfer of certain functions as defined in Statutory Instrument S.I. 322 of 1989 'AIR NAVIGATION' (Transfer of Certain Functions and Duties of State of Registry of Aircraft) Order 1989, has given effect to the agreement in relation to Article 83bis.

WHEREAS the protocol was ratified by the **REPUBLIC OF KAZAKHSTAN** in accordance with On Use of Air Space of the Republic of Kazakhstan and Aviation Activity The Law of the Republic of Kazakhstan dated 15 July 2010 No. 339-IV, Article 16-8 (Agreements on transfer of certain functions and duties), has given effect to the agreement in relation to Article 83bis.

WHEREAS each Authority has determined, pursuant to the above mentioned regulation, that the standards of airworthiness and systems for airworthiness, environmental certification and maintenance of the other Authority are equivalent to its own to make this arrangement practicable.

WHEREAS each Authority has determined that the operating requirements and design-related operational requirements of the other Authority are sufficiently equivalent to its own to make this arrangement practicable.

WHEREAS, with reference to the relevant Annexes to the Convention, this agreement organizes the transfer from **IRELAND** to the **REPUBLIC OF KAZAKHSTAN** responsibilities normally carried out by the State of Registration Authority, as set out in this agreement.

Ireland (State of Registry), Lessor Authority:

Irish Aviation Authority
11-12 D'Olier Street
Dublin 2.
Ireland.

and

Republic of Kazakhstan (State of Operator), Lessee Authority:

Aviation Administration of Kazakhstan.
010000, 55/15 Mangilik El Avenue,
Block C 2.3,
Astana,
Republic of Kazakhstan

hereinafter referred to as "the Parties," have agreed as follows on behalf of their respective Governments based on Articles 33 and 83bis of the Convention:

GENERAL

In pursuance of the Chicago Convention and Article 4 and 5 of Statutory Instrument S.I. 322 of 1989, ‘*Transfer of certain functions and duties Order*’ IRELAND shall be relieved of responsibility in respect of the functions and duties transferred to THE REPUBLIC OF KAZAKHSTAN upon due publication or notification of this agreement as determined in paragraph (b) of Article 83bis.

The scope of this agreement shall be limited to aircraft on the register of civil aircraft of IRELAND and operated under leasing arrangement by THE REPUBLIC OF KAZAKHSTAN Air Operator Certificate (AOC) operators, whose principal place of business is in THE REPUBLIC OF KAZAKHSTAN.

DEFINITIONS

The following definitions apply:

Lessor	Registered owner of the aircraft
Lessee	Operator under the Air Operator Certificate on which the leased aircraft is operated
Lessor Authority	Irish Aviation Authority (IRELAND)
Lessee Authority	Aviation Administration of Kazakhstan (REPUBLIC OF KAZAKHSTAN)

The list of aircraft concerned, identified by type, registration and serial number, is reproduced in the attached Schedule 1A, which also indicates the expiry date of each listed aircraft dry leasing arrangement.

TRANSFERRED RESPONSIBILITIES

Under this agreement, the parties agree that IRELAND transfers to THE REPUBLIC OF KAZAKHSTAN the following responsibilities, including oversight and control, of relevant items contained in the respective Annexes to the Convention:

Chicago Convention Articles 30 b) and 32 a):

Annex 1, Chapters 1, 2, 3 and 6.

Personnel Licensing - issuance and validation of licenses.

Annex 6, Part I - paragraph 9.1.2 and Part III Section II - paragraph 7.1.2.

Radio Operator Licence

Chicago Convention Article 12:

Annex 2

Rules of the Air - enforcement of compliance with applicable rules and regulation relating to the flight and manoeuvre of aircraft.

Chicago Convention Article 31:

Annex 6, Part I, Chapters 5, 6, 7, 8 and 11 and Part III Section II Chapters 3, 4, 6, 9.

Operation of Aircraft - (Part I International Commercial Air Transport and Part III International Operations - Helicopters) all responsibilities which are normally incumbent on the State of Registry, except where noted in Appendix No.2. Where responsibilities in Annex 6, Part I or Part III, may conflict with responsibilities in Annex 8 *Airworthiness of Aircraft*, allocation of specific responsibilities is defined in the attached Appendix No.1.

Annex 8

Airworthiness of Aircraft - Under this agreement, the Lessor Authority will retain responsibility under the Chicago Convention for the regulatory oversight and control of Annex 8 *Airworthiness of Aircraft* for aircraft on its register. The responsibility for the maintenance and continuing airworthiness surveillance of leased aircraft, operated under the AOC of the Lessee Authority, Annex 8 Part II Chapter 3 Sections: 3.4 *Aircraft limitations and information*; 3.5 *Temporary Loss of Airworthiness*; and, 3.6 *Damage to Aircraft* and Chapter 4 *Continuing Airworthiness of Aircraft*.

The transfer of above responsibilities will be accomplished in accordance with terms and conditions laid down in the implementation procedures relevant to this agreement see Appendix No.2 'Transfer of responsibilities Matrix' for details of specific Annexes / Chapters transferred.

NOTIFICATION

Responsibility for notifying directly any States concerned of the existence and contents of this agreement pursuant to Article 83bis rests with the Lessee Authority. This agreement, as well as any amendments to it, will also be registered with ICAO by the Lessor Authority, as required by Article 83 of the Convention, and in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements (ICAO Doc 6685)*.

A certified true copy of the Agreement Summary (Appendix No.3) shall be placed on board each aircraft to which this Agreement applies. A certified true copy of the AOC issued to the Operator by the Lessee Authority in which the aircraft concerned will be duly listed and properly identified, will also be carried on board each aircraft.

During the implementation of this Agreement, and prior to any aircraft subject to it being made the object of a sub-lease (dry lease) to another operator within the state of the Operator, the Lessee Authority shall inform the Lessor Authority of the sub-lease. None of the duties and functions transferred from the Lessor Authority to the Lessee Authority may be carried out under the authority of a third state.

LEASE AUTHORISATION

Each Authority shall ensure that leasing contracts/operations shall only be authorised when in compliance with terms and conditions laid down in the present Agreement.

CO-ORDINATION

Meetings between the Lessor Authority and the Lessee Authority will be arranged as necessary to discuss both operational and airworthiness matters resulting from inspections that have been conducted by respective inspectors. These meetings may take place at the respective Authorities' offices in Astana or Dublin or via an online meeting if acceptable to both parties as required.

Meetings will take place with a view to resolving any discrepancies found as a result of aircraft annual inspections and in order to ensure that all parties are fully informed about the operation and maintenance management of the delegated aircraft.

The following subjects may be reviewed during these meetings.

- Review of current agreement.
- Flight Operations.
- Continuing Airworthiness Surveillance and Aircraft Maintenance.
- Operators Maintenance Control Manual or equivalent as applicable.
- Any other significant matter arising from inspections.
- Basic safety documentation regarding the operator concerned as required.
- Incidents and Occurrences

The focal points of contact for co-ordination are those laid down in the Appendix No. 1 of this agreement. Other contacts should be provided separately and updated by the focal points.

INITIATION

Before the start of operations, the transfer of responsibilities related to the surveillance of leased aircraft will be initiated by the Lessor Authority with a letter referring to this agreement and the specific aircraft and formally accepted by the Lessee Authority. In the case of prolongation, transfer of responsibilities and relevant acceptance will be confirmed in writing by both the Lessor Authority and the Lessee Authority before the beginning of the new lease period. Samples of these letters

are included in the appendices. A certified true copy of the Agreement Summary described in Appendix 3 shall be provided to the Operator by the Lessee Authority to be kept on board the aircraft during the validity period of this Agreement in respect of that specific aircraft.

AMENDMENT AND TERMINATION

The content of the agreement and their appendices may be amended by written accord signed by the both parties.

The arrangement shall terminate after sixty (60) days of written notice on the termination of this arrangement by either of the two parties.

In the event of termination of the arrangement or removal of an aircraft from this agreement the responsibilities detailed above in Chapter IV-TRANSFERRED RESPONSIBILITIES will revert from the Lessee Authority to Lessor Authority. The Lessor Authority will notify ICAO of the termination of the Article 83 bis Agreement for de-activation of the related entry in the ICAO registration and publication system. In the case where an Article 83 bis agreement is terminated for reasons other than the termination of the underlying lease or other agreement the owner/operator should be advised by the relevant authority.

DISPUTES

Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between the parties and shall not be referred to any international tribunal, arbitration, or third party settlement.

CHARGES

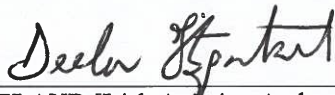
Each Authority will charge fees and expenses according with its own rules.

FINAL

This agreement will enter into force on its date of signature, and for individual aircraft come to an end at the culmination of the respective aircraft leasing arrangements under which they are operated or on the date mentioned in the initiation or acceptance letter (whichever occurs first). Notwithstanding the commitment of both authorities to seek in any case and as much as possible prior coordination on the matter, nothing in this agreement will preclude the Lessor Authority, as well as the Lessee Authority, from taking any enforcement actions pursuant to the laws of its State in respect of the operation or maintenance of an aircraft which this agreement applies to.

This agreement will take effect from date of signature by both parties.

This agreement is accepted and signed by:



IRELAND [Irish Aviation Authority (IAA)]

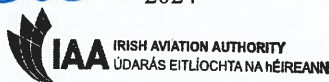
For the Civil Aviation Authority of **IRELAND**.

Mr Declan Fitzpatrick

CEO

Date: 16-DEC-2024

Dublin, Ireland



REPUBLIC OF KAZAKHSTAN [Aviation Administration of Kazakhstan (AAK)]

For the Civil Aviation Authority of the **REPUBLIC OF KAZAKHSTAN**.

Mr Catalin Radu

General Director Aviation Administration of Kazakhstan

Date: 16-DEC 2024

Astana, Republic of Kazakhstan

APPENDIX No. 1

I. PURPOSE

The purpose of this appendix is to provide detailed working arrangements between the Irish Aviation Authority (IAA) and the Aviation Administration of Kazakhstan (AAK) to implement the agreement AAK-IAA-001 to allow both Authorities to discharge their responsibilities for the Continuing Airworthiness of aircraft in commercial operations while avoiding undue burden by elimination of duplication of tasks.

II. IMPLEMENTATION

For implementation of this agreement, the points of contact/focals of the authorities are the following for all questions regarding: airworthiness, major changes and matter of principles:

Irish Aviation Authority (IAA)
The Times Building
10-11 D'Olier Street
Dublin 2
Ireland

Aviation Administration of Kazakhstan (AAK)
010000, 55/15 Mangilik El avenue,
Block C 2.3,
Astana,
Republic of Kazakhstan

Mr Nicholas Butterfield

Mr Aslan Satzhanov

Tel +353-1-6031020 Fax + 353-1-6793349
Emails: registration@iaa.ie; nicholas.butterfield@iaa.ie

Tel +7 707 835 7118
Email: Aslan.Satzhanov@caa.gov.kz

As far as the current activities to be performed in accordance with this agreement are concerned, IAA inspectors in charge of a specific Irish registered aircraft and AAK inspectors in charge of a specific Kazakh Operator will co-ordinate their specific intervention and the necessary exchange of information related to this agreement.

Note: Individual authority inspector contact details will be provided by both Lessor and Lessee authorities as individual aircraft are transferred to lessee operators.

III. TYPE DESIGN DEFINITION

The aircraft and any product or part thereof must comply with the relevant Type Design approved or deemed as approved by EASA in accordance with EU Regulation No. 2018/1139 and 748/2012 as amended.

The Lessor Authority will be responsible for checking compliance with this requirement at the delivery of the aircraft to the operator when the leased aircraft was previously operated by a third country operator.

The Lessee Authority will be responsible for supervising that the aircraft operator ensures continuous compliance with this requirement after delivery whilst the aircraft is operated by the Lessee.

The Lessor Authority and Lessee Authority shall ensure in any case that mutual exchange of relevant information on the concerned aircraft, as and when necessary, takes place at the delivery of the aircraft to the Lessee and at the delivery of the aircraft back to the Lessor.

IV. CONFORMITY TO OPERATIONAL REQUIREMENTS

The aircraft must be operated within the limitations described in the Aircraft Flight Manual (AFM) approved by the Lessor Authority. The Aircraft Flight Manual may include amendments approved in accordance with EASA procedures relevant to equipment required by operational regulations of the State of the Operator. Design implications in connection with AFM amendments mentioned above shall be evaluated in accordance with Chapter V. CONTINUING AIRWORTHINESS, Changes to the Type Design.

V. CONTINUING AIRWORTHINESS

Maintenance Control Manual

The Lessee Authority shall ensure that the Lessee Maintenance Control Manual (MCM) or equivalent manual, includes all the duties and functions transferred from the Lessor Authority under this agreement and appropriate procedures are incorporated in the MCM. The Lessee Authority shall approve the MCM and any revision thereof and ensure that relevant copies are sent to Lessor Authority.

Maintenance Programme

The Lessee Authority shall ensure that the Maintenance Programme complies with the Lessor Authority and Lessee requirements as specified and laid down in this appendix.

Leased aircraft, its engines and equipment, will be maintained in accordance with the Lessee Authority approved maintenance programme, with the acceptance of the Lessor Authority.

Any permanent variation (e.g. interval escalation, changes to content and classification of or deletion of maintenance tasks etc) to the aircraft maintenance program shall be approved by the Lessee Authority with the agreement of the Lessor Authority.

The maintenance programme will be based on MRB, manufacturer recommendations and international recognised standards. Where a reliability programme forms part of, or is a condition within the approved maintenance programme approved by the Lessee Authority and the agreement of the Lessor Authority, the Lessee Authority will ensure the reliability programme complies with national procedure and will monitor the effectiveness of such a programme. The lessee operator shall provide a copy of the aircraft reliability reports to the Lessor Authority.

Continuing Airworthiness Information

The Lessee Authority will ensure that the operator obtains and assesses airworthiness information and recommendations available from the Type Design organisations and implements resulting actions considered necessary by the Lessee Authority and the Lessor Authority (ICAO Annex 6 Part I, Chapter 8, 8.5.2 and Part III Section II Chapter 6, 6.5.2 refer).

In accordance with ICAO Annex 8, the Lessor Authority shall adopt, or assess and take appropriate actions against, the mandatory airworthiness information issued by the Authority of the State of Design. The Lessor Authority may also issue and make mandatory other airworthiness actions in respect of leased aircraft.

In application of the principles stated above, leased aircraft must comply with the Lessor Authority Airworthiness Directives or other Lessor Authority mandatory airworthiness actions or information. The Lessee Authority shall ensure that the Lessee is in receipt, in accordance with the system established by the Lessor Authority, of all the applicable Airworthiness Directives or other mandatory airworthiness actions issued by the Lessor Authority. In particular for lease aircraft, all Airworthiness Directives issued by the State of Design Authority or by EASA, applicable to the specific aircraft, products, parts and appliances thereof shall apply.

The Lessee Authority will be responsible to ensure that all applicable Airworthiness Directives, other mandatory airworthiness actions issued by the Lessor Authority and EASA are properly applied to leased aircraft.

Derogations to Airworthiness Directives or other mandatory airworthiness actions, if requested, will be co-ordinated between the Lessor Authority and the Lessee Authority on case-by-case basis.

In-Service Events

The Lessee Authority shall ensure that the Lessee reports in-service events on the aircraft to the Lessee Authority in accordance with Lessee's national occurrence reporting system requirements.

The Lessee Authority will be responsible for defining to the Lessee, the type of service information that is to be reported to the Lessor Authority (ICAO Annex 6 Part I, Chapter 8, 8.5.1, Part III, Section II, Chapter 6, 6.5.1 and Annex 8, Part II Chapter 4, 4.2.4 refer). The type of in-service information shall be in line with IAA document Aeronautical Notice A.30.

The Lessee Authority will ensure that a copy of reports on significant events that affect or could affect the continuing airworthiness of leased aircraft or invalidate their Certificate of Airworthiness is also forwarded by the Lessee to the Lessor Authority in order to allow proper corrective actions. In such cases, the Lessor Authority will accept that, in accordance with ICAO Annex 8, Part II Chapter 3, 3.6.2, the Lessee Authority is entitled to prevent the aircraft from resuming flight, subject to the Lessee Authority advising the Lessor Authority that they have taken such action.

The Lessee Authority shall ensure that Lessee transmits information on significant events affecting continuing airworthiness of leased aircraft to the organisation responsible for the type design (ICAO Annex 6 Part I, Chapter 8, 8.5.1, Part III Section II Chapter 6, 6.5.1 and Annex 8, Part II Chapter 4, 4.2.3.1 f) refers).

The Lessee Authority and the Lessor Authority will ensure mutual exchange of information on any result arising from the investigation phases of significant in service event in respect of leased aircraft.

Changes to the Type Design

The expressed permission of the aircraft registered owner is required prior to the incorporation of any modification. All design changes shall be approved in accordance with regulation (EU) 748/2012 and applicable amendments, or by other entities (e.g. the State of Design Authority) when changes designed by such entities are approved/accepted under regulation (EC) 2018/1139 and/or (EU) 748/2012 Annex (Part 21) and relevant applicable amendments. The Lessee Authority shall ensure that the operator has in force adequate procedures to avoid the accomplishment of changes on the concerned aircraft contrary to the above provisions.

Embodiment on aircraft of the Design Changes approved in accordance with the above will be performed in accordance with Chapter X Maintenance.

Repairs

Application of repairs on aircraft will be made under the Lessee Authority surveillance and responsibility according to its usual procedures.

All major repairs, unless contained in the SRM, shall be approved by the State of Design Authority and/or EASA approved repairs.

Any damage resulting from a major incident should be notified to the Lessor Authority prior to the embodiment of any repair.

Records

The Lessor Authority shall ensure that maintenance and in-service records and documentation relevant to the leased aircraft, as requested by ICAO Annex 6, Part I and Part III Section II as applicable, are transferred or made available and or accessible to the Lessee at the time of aircraft delivery.

The Lessee Authority will ensure that the Operator is responsible for maintaining aircraft records, making available these records to the Lessor and Lessor Authority for each Certificate of Airworthiness renewal and transferring these records to the Lessor at the end of the leasing period.

The records will include but are not limited to:

- Total time in service for the aircraft and life limited components.
- Current compliance with all mandatory continuing airworthiness information.
- Details of modifications and repairs.
- Time in service since last overhaul and/or last inspection of the aircraft, instruments, equipment and components.
- Current status of aircraft compliance with approved maintenance programme.
- Detailed maintenance records demonstrating all requirements for the signing of a maintenance release have been met.

Authorities will ensure that, at the time of aircraft transfer, presentation of these records is in accordance with the principles laid down in the Attachment D to Chapter 6 of ICAO Doc. 9670/AN967 *Airworthiness Manual*.

Issue, validation, renewal of the aircraft Certificate of Airworthiness by the Lessor Authority shall be considered an endorsement of the status of the aircraft documentation and its associated maintenance records.

VI. FLIGHT OPERATIONS AND AUTHORISATION

The Lessee Authority shall be responsible for the authorisation of all operations in respect of leased aircraft, to be conducted in accordance with the Lessor Authority approved aircraft Flight Manual, the Lessee Authority approved Operations Manual, and the Lessee approved Minimum Equipment List [MEL].

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For the purpose of enabling the repositioning of a leased aircraft in a situation where a Certificate of Airworthiness for the aircraft is not in force, the Lessor Authority may issue a temporary authorization [flight permit] in respect of the aircraft. Approval must be sought by the lessee from any third State in or over whose territory a flight may be conducted.

The Minimum Equipment List (MEL) for each leased aircraft in accordance with which the aircraft operations may be allowed, shall be approved by the Lessee Authority and shall not be less restrictive than the relevant Master Minimum Equipment List approved by the State of Design Authority.

A copy of the approved operators MEL including amendment service shall be provided for reference by the Lessee operator to the Lessor Authority.

If the aircraft will be operated under the Article 83bis agreement for an extended period of time, the country code of the Lessee Authority should be utilized to code the ELTs.

VII. SURVEILLANCE AND INSPECTION

During the term of an aircraft lease arrangement, the Lessee Authority shall accomplish surveillance activities and inspections in respect of the leased aircraft and lessee operator in accordance with its approved procedures in order to verify that the aircraft operations are conducted in accordance with the applicable standards of airworthiness, operating requirements and the terms and conditions specified in this appendix.

Each Authority shall notify the other Authority of any finding or act which may affect the validity status of any certificate or documentation issued in respect of the leased aircraft or the terms and conditions of the lease authorisation or the lessee operator.

The Lessee Authority agrees to permit the Lessor Authority to enter the State for the purpose of inspection of leased aircraft, and where requested, will assist the Lessor Authority in the performance of its activities.

VIII. CERTIFICATE OF AIRWORTHINESS RENEWAL

The Certificate of Airworthiness will be renewed by the Lessor Authority, on the basis that the aircraft has been properly maintained and is in condition for safe operation.

IX. NOISE CERTIFICATE

The Lessor Authority will approve and amend the Noise Certificate as required. The Lessee Authority will ensure that the Noise Certificate is carried on board the aircraft.

X. MAINTENANCE

Maintenance carried out on the aircraft, engine, propeller and part, must be carried out by:

An organisation complying with ICAO Annex 8, Part II, Chapter 6 approved by an ICAO Contracting State and accepted by the Lessee Authority. The maintenance release will be issued by the approved maintenance organisation in accordance with the provisions of ICAO Annex 8, Part II, Chapter 6, 6.8.

XI. CO-OPERATION

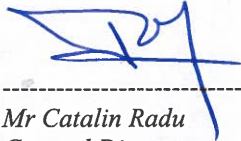
Each Authority shall ensure that the other Authority is kept informed of all applicable standards of airworthiness, operating requirements, and design-related operational requirements with associated requirements of its State and will consult the other Authority on any proposed changes thereto to the extent that they may affect the implementation of this appendix.

Each Authority shall render such assistance as may reasonably be required by the other Authority in carrying out inspections, investigations and other functions in respect of the leased aircraft.

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Should conflicting interpretations occur as to the applicable standards of continuing airworthiness, operational requirements, design related operational requirements or any associated requirements in respect of leased aircraft, the Lessor Authority and the Lessee Authority will jointly determine which State requirements are applicable in the particular case, and the interpretation of that State Authority will prevail.

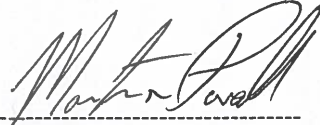
For: Aviation Administration of Kazakhstan. [Republic of Kazakhstan]



Mr Catalin Radu
General Director
Aviation Administration of Kazakhstan

Date 16-DEC 2024 [Republic of Kazakhstan]

For: Irish Aviation Authority. [Ireland]



Mr Martin Purcell
Head of Airworthiness
Irish Aviation Authority

Date 16-DEC 2024 [Ireland]



Appendix No. 2 - TRANSFER OF RESPONSIBILITIES MATRIX

Based on Annex 6, Part 1 up to amendment 48, Part III up to amendment 24 and Annex 8, up to amendment 106.

ICAO Annex Reference	Requirement	Lessor Authority Duties and Functions	Lessee Authority Duties and Functions
Annex 6, Part 1, Chapter 5, including 5.1.1 and 5.2.4 and Part III, Section II, Chapter 3, including 3.1.1	Aeroplane / Helicopter Performance Operating Limitations.	-	Lessee Authority is responsible for all of Chapter 5.
Annex 6, Part 1, Chapter 6, 6.1.1 and Part III, Section II, Chapter 4, 4.1.1	Installed instruments and equipment in addition to the minimum required for Certificate of Airworthiness	Prescribed instruments and equipment, including their installation, shall be approved or accepted by the Lessor Authority. See Appendix No. 1 V. CONTINUING AIRWORTHINESS - Changes to the Type Design.	-
Annex 6, Part 1, Chapter 6, 6.1.3 and Part III, Section II, Chapter 4, 4.1.3	Minimum Equipment List (MEL)	-	Lessee Authority will be responsible for approval the MEL and shall ensure that the MEL does not affect the aeroplane's compliance with the airworthiness requirements applicable in the State of Registry. See Appendix No. 1, VI. FLIGHT OPERATIONS AND AUTHORISATION.
Annex 6, Part 1, Chapter 6, 6.1.5.1 and Part III, Section II, Chapter 4, 4.1.5.1	83bis Agreement Summary	-	Lessee Authority shall ensure that a certified true copy of the agreement summary, in either an electronic or hard copy format, is carried on board the aircraft.
Annex 6, Part 1, Chapter 6, 6.1.5.3 and Part III, Section II, Chapter 4, 4.1.5.3	83bis Agreement and Agreement Summary	Lessor Authority shall transmit the 83bis Agreement and Agreement Summary to ICAO.	-
Annex 6, Part 1, Chapter 6, 6.2.2.1 a) and Part III, Section II, Chapter 4, 4.2.2.1 a)	Lavatory disposal receptacle extinguishing agent	-	Lessee Authority shall ensure extinguishing agents shall meet the Lessor Authorities minimum performance requirements.
Annex 6, Part 1, Chapter 6, 6.13 and Part III, Section II, Chapter 4, 4.11	Noise Certificate	Lessor Authority will approve and amend the Noise Certificate as required.	Lessee Authority will ensure the noise certificate is carried on board the aircraft.
Annex 6, Part 1, Chapter 6, 6.16 and Part III, Section II, Chapter 4, 4.12	Cabin Crew Seats	-	Lessee Authority shall ensure compliance with Cabin Crew Seats requirements. See Appendix No. 1, V. CONTINUING AIRWORTHINESS - Changes to the Type Design (LOPA approval)
Annex 6, Part 1, Chapter 6, 6.17 and Part III, Section II, Chapter 4, 4.7	Emergency locator transmitter (ELT)	-	ELT's shall be coded in accordance with Lessee Authority requirements.
Annex 6, Part 1, Chapter 7, 7.2.8	Reduced Vertical Separation Minimum (RVSM)	-	Lessee Authority will ensure provisions are in place for receiving height keeping performance reports of lessee aircraft approved for RVSM operations and for taking corrective action if required.
Annex 6, Part 1, Chapter 8, 8.1 and Part III, Section II, Chapter 6, 6.1	Operator's Continuing Airworthiness Responsibilities	-	Lessee Authority responsibility.

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Annex 6, Part 1, Chapter 8, 8.2 and Part III, Section II, Chapter 6, 6.2	Operator's Maintenance Control Manual	-	Lessee Authority shall be responsible for approving the operators MCM see V. CONTINUING AIRWORTHINESS - Maintenance Control Manual.
Annex 6, Part 1, Chapter 8, 8.3 and Part III, Section II, Chapter 6, 6.3	Maintenance Programme	-	Lessee Authority shall approve the Maintenance programme. See Appendix No. 1, V. CONTINUING AIRWORTHINESS - Maintenance Programme.
Annex 6, Part 1, Chapter 8, 8.5 and Part III, Section II, Chapter 6, 6.5	Continuing airworthiness information	-	Lessee Authority is responsible. See Appendix No. 1 V. CONTINUING AIRWORTHINESS - In-Service Events and Continuing Airworthiness Information
Annex 6, Part 1, Chapter 8, 8.6 and Part III, Section II, Chapter 6, 6.6	Modifications and Repairs	All modifications and repairs shall comply with airworthiness requirements acceptable to the Lessor Authority.	The Lessee Authority shall ensure that all modifications and repairs shall comply with airworthiness requirements acceptable to the Lessor Authority. See Appendix 1, V. CONTINUING AIRWORTHINESS - Changes to the Type Design
Annex 6, Part 1, Chapter 8, 8.8 and Part III, Section II, Chapter 6, 6.7	Maintenance Release	-	The Lessee Authority will be responsible for the acceptance of procedures related to when maintenance is not carried out by an approved maintenance organization.
Annex 6, Part 1, Chapter 11, 11.1 and Part III, Section II, Chapter 9, 9.1	Flight Manual	Lesser Authority shall approve the Flight Manual	Lessee Authority shall ensure changes to the Flight Manual are implemented by the Lessee.
Annex 6, Part 1, Chapter 11, 11.2 and Part III, Section II, Chapter 9, 9.2	Operators Maintenance Control Manual	-	Lessee Authority shall ensure compliance with 11.2 / 9.2
Annex 6, Part 1, Chapter 11, 11.3 and Part III, Section II, Chapter 9, 9.3	Maintenance programme	-	Lessee Authority shall ensure compliance with 11.3 / 9.3
Annex 8, Part II, Chapter 3, 3.2, 3.3	Certificate of Airworthiness	Lesser Authority shall issue and renew the Certificate of Airworthiness	-
Annex 8, Part II, Chapter 3, 3.4	Aircraft limitations and information	Lesser Authority shall ensure aircraft limitations and information are contained in the flight manual	Lessee Authority shall ensure compliance with limitations and information contained in the Flight Manual.
Annex 8, Part II, Chapter 3, 3.5	Temporary loss of airworthiness	-	Lessee Authority shall ensure aircraft is restored to an airworthy condition.
Annex 8, Part II, Chapter 3, 3.6	Damage to aircraft	-	The Lessee Authority shall ensure that repairs shall comply with airworthiness requirements acceptable to the Lessor Authority. See Appendix No. 1 - V. CONTINUING AIRWORTHINESS - Repairs
Annex 8, Part II, Chapter 4, 4.2.3.1	State of Registry Responsibilities	a) Lessor Authority responsibility	b), c), d), e) & f) Lessee Authority responsibility. See Appendix No. 1 - V. CONTINUING AIRWORTHINESS
Annex 8, Part II, Chapter 4, 4.2.3.2	Maintenance organisation acceptance	-	Lessee Authority will be responsible for accepting the approval of a maintenance organisation issued by another Contracting State. See Appendix No. 1, X. MAINTENANCE

Appendix No. 2 to Agreement AAK-IAA-001

Annex 8, Part II, Chapter 4, 4.2.3.3 and 4.2.3.4	Sensitive aviation security information transmission	-	Lessor Authority Responsibility
Annex 8, Part II, Chapter 4, 4.2.4	Type of information and procedures for reporting to airworthiness authority	-	Lessee Authority will be responsible in relation to the lessee aircraft. See Appendix No. 1 V. CONTINUING AIRWORTHINESS - In-Service Events

Appendix No. 3 – Agreement Summary

AGREEMENT SUMMARY		
Title of Agreement:	AGREEMENT BETWEEN IRISH AVIATION AUTHORITY (IRELAND) AND AVIATION ADMINISTRATION OF KAZAKHSTAN ON THE IMPLEMENTATION OF ARTICLE 83bis OF THE CONVENTION ON INTERNATIONAL CIVIL AVIATION (ICAO) FOR THE TRANSFER OF SURVEILLANCE RESPONSIBILITIES OF IRISH REGISTERED AIRCRAFT OPERATED UNDER DRY LEASING CONTRACTS	
State of Registry:		Focal point:
State of the Operator:		Focal point:
Date of signature:	By State of Registry:	
	By State of the Operator:	
Duration:	Start Date:	End Date:
Languages of the Agreement		
ICAO Registration No.		
Umbrella Agreement (if any) with ICAO Registration number:	Agreement AAK-IAA-001 dated dd/mmm/yyyy. (ICAO reg,xxxx)	

Chicago Convention	ICAO Annexes affected by the transfer to the State of the Operator of responsibility in respect of certain functions and duties			
Article 12: Rules of the Air	Annex 2, all chapters	Yes	✓	
		No		
Article 30 a): Aircraft radio equipment	Radio Station Licence	Yes		
		No	✓	
Articles 30 b) and 32 a): Personnel Licensing	Annex 1, Chapters 1, 2, 3 and 6 and Annex 6 Part I, Radio Operator	Yes	✓	-----
		No		
Article 31: Certificates of Airworthiness	Annex 6 Part I	Yes	✓	Part I Chapters 5, 6, 7, 8 & 11
		No		Except 6.1.1, 6.1.5.3 & 11.1
	Annex 6 Part II or Part III, Section III	Yes	✓	Part III Section II Chapters 3,4,6 & 9
		No		Except 4.1.1, 4.1.5.3 & 9.1
	Annex 8 Part II, Chapters 3 and 4	Yes	✓	Chapter 3 sections 3.4, 3.5, 3.6.
		No		Chapter 4, except 4.2.3.1 a)

Aircraft affected by the transfer of responsibilities to the State of the Operator					
Aircraft make, model, series	Nationality & Registration marks	Serial No.	AOC # (Commercial Aviation)	Lease/Charter/Interchange From date:	Lease/Charter/Interchange To date:

Appendix No. 4 - SAMPLE OF TRANSFER REQUEST LETTER use Annex 6, Part I or Annex 6, Part III text as appropriate.

Date:

Ref: AWSD/Del/37/1/000

Aviation Administration of Kazakhstan
010000, 55/15 Mangilik El Avenue,
Block C 2.3,
Astana,
Republic of Kazakhstan

Subject:

Transfer of Surveillance request for Irish Registered Aircraft Registration "EI- AAA (MSN XXXXX)" for operation with airline xxxxxx in the Republic of Kazakhstan.

Dear Sir/Madam

In accordance with the general conditions outlined in Article 83bis of the Convention on International Civil Aviation and Statutory Instrument S.I. 322 of 1989 Air navigation (Transfer of Certain Functions and Duties of State of Registry of Aircraft) Order 1989, this authority wishes to transfer the following functions to the Civil Aviation Authority of Kazakhstan in regard to the lease of the Irish registered aircraft whilst being operated by XXXXXX Airline, Republic of Kazakhstan.

Chicago Convention Articles 30 b) and 32 a):

Annex 1, Chapters 1, 2, 3 and 6.
Personnel Licensing - issuance and validation of licenses.

Annex 6, Part I, paragraph 9.1.2.
Radio Operator Licence

Chicago Convention Article 12:

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

Chicago Convention Article 31:

Annex 6, Part I, Chapters 5, 6, 7, 8 and 11 [Annex 6, Part III Section II Chapters 3, 4, 6, 9.]
Operation of Aircraft - (Part I International Commercial Air Transport – Aeroplanes [Part III International Operations – Helicopters]). All responsibilities which are normally incumbent on the State of Registry, except where noted in Appendix No.2 to agreement AAK-IAA-001.

Annex 8 Part II Chapters 3 and 4:
Airworthiness of Aircraft - Annex 8 Part II Chapter 3 Sections: 3.4 Aircraft limitations and information; 3.5 Temporary Loss of Airworthiness; and, 3.6 Damage to Aircraft and Chapter 4 Continuing Airworthiness of Aircraft, except where noted in Appendix No.2 to agreement AAK-IAA-001.

This Authority would be grateful if you would acknowledge in writing your acceptance or otherwise of the transferred functions as referenced in the 83bis agreement.

Thank you for your co-operation and assistance in this matter.

Yours faithfully,

Airworthiness Officer of Irish Aviation Authority

Appendix No. 5 - SAMPLE OF ACCEPTANCE LETTER

Date:

Ref:

Mr

Director of Safety and Regulation
Irish Aviation Authority
The Times Building,
Dublin 2,
Ireland.

Subject: Transfer of Surveillance for Irish Registered Aircraft EI-XXX Operating with XXXXXXXXXXXX, Republic of Kazakhstan.

Dear Sir,

With reference to you letter yyyyyyy, we wish to inform you that the Aviation Administration of Kazakhstan is willing to accept the transfer of surveillance responsibilities for the subject aircraft while being operated by XXXXXXXXXXXX Republic of Kazakhstan from until The Transfer will be accomplished in accordance with the terms and conditions laid down in the Agreement AAK-IAA-001 signed on xx.xx.xxxx.

[The Aviation Administration of Kazakhstan contact in charge of operator surveillance and daily implementation of the agreement, including any extension of duration of this agreement, in respect of the subject aircraft is XXXX]

Yours faithfully,

(Name)

(Title)

Aviation Administration of Kazakhstan

Appendix No. 6 - SAMPLE OF LETTER FOR CONTINUED TRANSFER OF SURVEILLANCE RESPONSIBILITIES

Date:

Ref:

Ref: AWSD/Del/37/1/000

Aviation Administration of Kazakhstan
010000, 55/15 Mangilik El Avenue,
Block C 2.3,
Astana,
Republic of Kazakhstan

Subject: Prolongation of agreement - Delegation of Surveillance for Irish Registered Aircraft EI-XXX Operating with
XXXXXXXXXX Republic of Kazakhstan.

Dear Sir,

we have been informed that the subject operator/lessee intends to extend the dry leasing contract for
[operations of] the subject aircraft.

[Include New End Date]

Please would you confirm that Aviation Administration of Kazakhstan is willing to accept the continued transfer of
surveillance responsibilities as defined in the Agreement AAK-IAA-001 signed on xx.xx.xxxx for the subject aircraft
while being operated by XXXXXXXXXXXX Aviation Administration of Kazakhstan up to DD/MM/YYYY.

Yours faithfully,

(Name)

Airworthiness Officer of Irish Aviation Authority

Appendix No. 7 - SAMPLE OF ACCEPTANCE LETTER FOR CONTINUED TRANSFER OF SURVEILLANCE

Date:

Ref:

Mr

Director of Safety and Regulation
Irish Aviation Authority
The Times Building,
Dublin 2,
Ireland.

Subject: Prolongation of agreement - Transfer of Surveillance for Irish Registered Aircraft EI-XXX Operating with
XXXXXXX, Republic of Kazakhstan.

Dear Sir,

with reference to you letter yyyyyyy, we wish to inform you that Aviation Administration of Kazakhstan is willing to accept the continued transfer of surveillance responsibilities for the subject aircraft while being operated by
XXXXXXXXX Republic of Kazakhstan from until The Transfer will be accomplished in accordance with the terms and conditions laid down in the Agreement AAK-IAA-001 signed on xx.xx.xxxx.

Yours faithfully,

(Name)

(Title)

Aviation Administration of Kazakhstan

