

MEMORANDUM OF COOPERATION

BETWEEN

REPUBLIC OF ALBANIA
Ministry of Public Works, Transport and
Telecommunication
Directorate General of Civil Aviation
Hereinafter referred to as "DGCA"

AND

Ente Nazionale Aviazione Civile
Hereinafter referred to as "ENAC"

ON

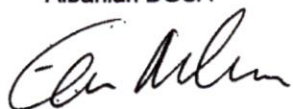
Technical assistance on the issue of Air Operator
Certificate to Star Airways Albania

1. With reference to the request of technical assistance dated 05/08/2008 no. 1154 from Albanian DGCA to ENAC on the subject and subsequent ENAC letter of acknowledgement no. 55659/DIRGEN/COP dated 08/09/2008, following preliminary meeting held in ENAC premises in Rome on the 2nd of October 2008, Albanian DGCA and ENAC agree on the following.
2. ENAC will provide Albanian DGCA with technical and operational expertise to assist it in the technical investigation needed to issue Air Operator Certificate (AOC) to Star Airways company located in Durres – Albania.
3. ENAC will retain the privilege to involve in this programme as many experts as considered necessary; nevertheless ENAC will nominate team with a focal point for communication and coordination of experts. ENAC will welcome and support any technician / official of Albanian DGCA joining the team with on-the-job training purposes.
4. The scope of this agreement includes also to the technical investigation to issue an approval by Albanian DGCA to Star Airways also as Continued Airworthiness Management Organisation (CAMO) together with the renewal of airworthiness certificate of the airplane registered ZA-ADA.
5. It is mutually agreed that at the end of the process ENAC will provide Albanian DGCA with a proposed plan for surveillance activity, but will not be involved directly in this activity. Nevertheless, if so requested by Albanian DGCA, further technical support can be provided by ENAC for acceptance of new aircraft into the fleet of Star Airways or for investigation on occurrences.
6. The investigation will be conducted with reference to the appropriate EU safety regulations and related EASA/JAA acceptable means of compliance. For issues not covered by EU rules, ENAC will follow its internal procedures and working methods, notifying Albanian DGCA and making available the relevant documentation. It's Albanian DGCA responsibility to inform ENAC in case the above regulations, means of compliance and procedures conflict with Albanian laws and to provide ENAC with alternatives acceptable to Albanian DGCA.
7. Albanian DGCA will grant authorisation for ENAC experts to access all the facilities, aircraft and documentation related to the technical investigation, to ask for and take copy of all documents, manuals and whatever is necessary to complete the technical assessment covered by this agreement.
8. The findings arisen during ENAC investigations will be orally debriefed to Star Airways and sent in writing to Albanian DGCA to require Star Airways with corrective actions.
9. At the end of each phase that requires an Albanian DGCA approval (Maintenance Programme, MEL, issue of a Certificate, renewal of Certificate of Airworthiness, etc.) ENAC will issue a "Recommendation for approval" with an attached form containing the basic information needed to issue the approval according to Albanian DGCA procedures.

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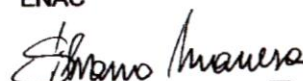
10. ENAC will issue such Recommendation when satisfied that the relevant requirements have been complied with.
11. ENAC will invoice Star Airways with the fees and expenses for the expertise covered by this Agreement in accordance to the ENAC "Regolamento delle Tariffe" (Fees and Charge Regulation). Fees will be calculated as per Article 20 of the regulation at the rate of Euro 69.72 per hour of actual expertise. ENAC will request a preliminary money transfer on its bank account after the signature of this Agreement to cover initial expertise and expenses, to be computed for in the final invoice.
12. Further modification of this agreement are allowed with separate letters mutually signed by Albanian DGCA and ENAC - Direzione Centrale Operazioni

For and on behalf on
Albanian DGCA



Mr. Ervin MAZNIKU
Director General
Date: 09.10.2008

For and on behalf on
ENAC



Capt. Silvano MANERA
Director General
Date: 13.10.2008

For acceptance of Star Airways



Mr. Gjergj KRAJLI
Owner

Date: 08/10/08



Mrs. Rovena ULQINAKU
Owner

Date: 08/10/08



MEMORANDUM OF COOPERATION 2010

between



**REPUBLIC OF ALBANIA
MINISTRY OF
PUBLIC WORKS, TRANSPORT AND TELECOMMUNICATION
CIVIL AVIATION AUTHORITY**

(hereinafter referred to as CAA-AL)

and



ENTE NAZIONALE per l'AVIAZIONE CIVILE

(hereinafter referred to as ENAC)

on

Technical Assistance in the field of Aviation Safety Oversight for Air Operator
Certifications and Certifications of Airworthiness

30.11.

DSHG.

CAA-AL and ENAC, having regard to:

- the obligation of the newborn Albanian Civil Aviation Authority (CAA-AL) to **ensure immediate and continued safety oversight of Albanian AOC Holders according to ICAO and EU standards**,
- the successful implementation of the Memorandum of Cooperation (**M.o.C. October 2008**) between DGCA-AL and ENAC for technical assistance on the issue of AOC to Star Airways,
- the purpose, mandatory results, activities and schedule of the **Twinning Project** n. AL 08 IB TR 01 *Support to Albanian Civil Aviation Safety Management Systems to the requirements of the Council Regulation (EC) 787/2007*, developed for adopting and implementing EU air safety oversight regulations, standards and procedures and for upgrading the skills of human resources within the frame of airworthiness, operations and licensing,
- the willingness of CAA-AL to recruit senior airworthiness and flight inspectors for management of daily duties

agree **to extend their cooperation to the Technical Assistance in the field of Safety Oversight of Albanian Commercial Air Transport Operators (AOC Holders) and the Aircraft they operate, as per following articles.**

Art. 1 - Content of Technical Assistance

ENAC will provide CAA-AL with Technical Assistance by mean of technical and operational expertise in support of:

- a) the continued surveillance of the Albanian Commercial Air Transport Operators to which an AOC has been granted
- b) the approval of variations to those AOCs
- c) the continued airworthiness of aircraft operated under those AOCs (Airworthiness Certifications, Maintenance Programs approval, MEL approvals, configuration control, etc.)
- d) the approval of changes, repairs and un-repaired damages affecting aircraft operated under those AOCs
- e) licensing of Air Transport Pilots operating under those AOCs
- f) **revising** of the criteria for CAA-AL recruitment of senior airworthiness and flight inspectors
- g) _____

Comment [E1]: CABIN CREW ?

Comment [E2]: Advice on the criteria

Comment [E3]: Propose the revocation/suspension of an Airworthiness Certificate or an AOC, when the technical and operational conditions are not met.

Art. 2 - Outcome of Technical Assistance

At the end of each single process of Technical Assistance, ENAC will ~~either~~ report the result of its expertise including ~~the~~ findings (if any) ~~or~~ and, when satisfied that all relevant requirement and applicable procedure have been complied with, ~~issue-a~~ a "Recommendation for Approval" containing the basic information needed for the approval itself, ~~when satisfied that all relevant requirement and applicable procedure have been complied with.~~

The responsibility to issue, renew, modify, suspend or revoke certifications and approvals (AOC, CoA/ARC, Maintenance Programme, MEL, repairs, licences, etc.) remains on CAA-AL.

Art. 3 - Working Methods

In performing the investigations ENAC experts will apply ENAC standard practices and working methods (EU/EASA environment) as they would do for similar processes in Italy.

ENAC experts will take however into consideration the Albanian legal framework, policies and procedures in order to fit the ENAC standards to Albanian and ICAO mandatory constraints.

It is CAA-AL responsibility to inform when the above ENAC standard practices are in conflict with Albanian regulations and to provide alternative means ~~in~~ of compliance with ICAO mandatory and recommended practices.

Art. 4 - Issue of Recommendations

ENAC will issue "Recommendation for Approval" when satisfied that EU and ICAO standards and recommended practices have been complied with.

Comment [E4]: "The recommendation for approval" should be sent officially to CAA, signed and glued.

Art. 5 - Findings

Findings, considerations on actual level of implementation of the EU Regulations and any other outcome of the ~~investigations~~ expertise will be debriefed to CAA-AL and AOC Holder ~~management~~ and then sent in writing together with safety recommendations, suggestions for corrective actions and proposals for improvement.

Comment [E5]: Kete info ia percjell AAC.

Art. 6 - Manpowerplan

ENAC will retain the privilege to involve in the Technical Assistance as many experts (alone or in team) as considered necessary.

Art. 7 - Extent of investigations

In case of oversight activities, frequency and extent of audits and investigations necessary to ensure Technical Assistance will be:

- a) for ordinary surveillance, in line with common best practice applied to Italian operators and managed through agreed surveillance plans
- b) for non-ordinary surveillance, affected by amount of operators' applications and field requests

Comment [E6]: Aplikant

APLIKANTET E RINJ PER AOC DHE AIRWORTHNESS???

Art. 8 - Facilitation

CAA-AL will take all necessary actions to grant authorisation to the ENAC experts to access all the facilities, aircraft and documentations related to Technical Assistance process.

Art. 9 - Fees and Charges Financial Matters

~~In performing investigations, audits, checks, tests, ecc., and releasing Recommendation for Approval, ENAC will apply charges and fees according to Regolamento per le Tariffe ENAC (public document), like happens for Italian operators, making reference to the process for which CAA-AL will issue/renew/modify/suspend/revoke certifications and approvals.~~

~~When explicitly prescribed by Regolamento per le Tariffe, charges and fees will be increased for considering extra costs of activities carried out in a foreign country.~~

~~ENAC invoice, coming from the ENAC Direction the single expert belong to, will be sent to CAA-AL. About 80% of the invoice should be usually settled in advance.~~

~~CAA-AL will settle invoice to ENAC and will recover expenses from Albanian AOC Holders.~~

~~Any financial matter that will associate this agreement will be agreed separately in a different document in accordance with respective legislations regulating this field.~~

Technical Assistance support for the purpose of this MoCU will be subject to invoicing by ENAC to CAA-AL of fares for experts activities and expenses sustained by ENAC during the mission to Albania, in accordance to a separate document called "Administrative Protocol for the implementation of the MoCU" agreed by ENAC and CAA-AL, which will become an Annex to this document.

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Art. 10 - Resolution of Conflicts

Conflicts, if any, will have to be resolved at the possible lowest level, within the teams or among ENAC teams, CAA-AL staff and AOC Holders.

When conflicts cannot be resolved, they will be raised to the attention of MoC Overall Responsibles (see identification below).

The final determinations taken by MoC Overall Responsibles will be adopted and implemented by all parties.

Art. 11 - Resident MoC Adviser

Considering:

- ~~— a probable life span of the Technical Assistance around 2 years, to be developed in parallel to the Twinning Project n. AL 08 IB TR 01~~
- ~~— the number of inspectors, aircraft, licences and AOC Holders potentially involved~~
- ~~— the administrative and financial items to be addressed~~
- ~~— the facilitation, logistical and communication needs~~

~~CAA-AL will identify a Resident MoC Adviser, tasked for program management of the MoC, coordination of activities and relevant follow-up, reporting the ongoing process and issues, building up the communication bridges, coping with administrative and financial items, ensuring proper facilities access.~~

~~Expenses for Resident MoC Adviser will be agreed separately in a different document in accordance with respective legislations regulating this matter. will be taken on by CAA-AL.~~

Art. 11 - MoC Local Coordinator

Considering:

- a probable life-span of the Technical Assistance around 2 years, to be developed in parallel to the Twinning Project n. AL 08 IB TR 01
- the number of inspectors, aircraft, licences and AOC Holders potentially involved
- the administrative and financial items to be addressed
- the facilitation, logistical and communication needs

and therefore in order to accomplish their duties and provide proper support to ENAC, CAA-AL will identify and contract a MoC Local Coordinator, tasked for:

- program management of the MoC
- coordination of activities and relevant follow-up
- reporting the ongoing process and issues
- building up the communication bridges
- coping with administrative and financial items
- ensuring proper facilities access

Comment [E7]: Ka nje fond per te suportuar kete dhe shpenzimet e tjera?

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CAA-AL keeps the responsibility for ensuring settlement of expenses sustained for MoC Local Coordinator, in accordance to a separate document called "*Administrative Protocol for the implementation of the MoC*" agreed by ENAC and CAA-AL, which will become an Annex to this document.

Art. 12 - MoC Overall Responsibility

The overall responsibility for proper accomplishment and management of the Memorandum of Cooperation is:

- for CAA-AL, on Mr. Ervin Mazniku, General Director
- for ENAC, on Mr. Benedetto Marasà, Central Director

Art. 13 - Updating MoC

Updating or modifications to this Memorandum of Cooperation will be allowed with separate letters mutually signed by General Directors of CAA-AL and ENAC.

Whatever change will enter into force immediately after the signature, unless otherwise specified.

Art. 14 - Entry into force

This MoC will enter into force immediately after signature by General Directors of CAA-AL and ENAC.

*For and on behalf of
CAA - Albania*

*For and on behalf of
ENAC - Italy*

**Ervin MAZNIKU
GENERAL DIRECTOR**

**Alessio QUARANTA
GENERAL DIRECTOR**

Date.....

Date.....

MEMORANDUM OF COOPERATION

BETWEEN



REPUBLIC OF ALBANIA
MINISTRY OF PUBLIC WORKS, TRANSPORT AND TELECOMMUNICATION
DIRECTORATE GENERAL OF CIVIL AVIATION

Hereinafter referred as (DGCA)

AND



ENTE NACIONALE AVIACIONE CIVILE

Hereinafter referred as (ENAC)

ON

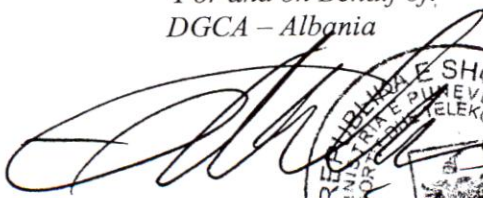

Assistance and technical support in the fields of Aviation Safety,
Airports and Security
Air Traffic management (ATM)

1. With reference to several meetings between the respective DG of both institutions, exchange of experience and participation in many technical activities and training sessions organised by different departments of ENAC and especially after the successfully completing of the last MOU regarding the technical assistance in the process of licensing of a new Albanian air operator, DGCA Albania and ENAC, willing to extend the cooperation much further and extend it in more areas: do agree on the following
2. ENAC will provide Albanian DGCA with
 - a) Technical and operational expertise to assist in the technical safety related processes as well as drafting policies and procedures in accordance with the EU standards
 - b) Laying down common rules and regulations for the flexible use of the airspace as well as all the components of the Civil – Military cooperation in the ATM field
 - c) ENAC will provide operational expertise in the Airport and Security field, assisting in the inspection, auditing and implementation of the EU Standards in this very important area.
3. ENAC will retain the privilege to involve in this programme as many experts as considered necessary in all the related field subject of this MOU coverage; nevertheless ENAC, taking into the consideration the duration of this cooperation as well as the number the experts in all the required fields of expertise, will nominate a Country Representative to follow this project, build up the communication bridges as well as coordinate the entire activity of experts and report for the ongoing expertise process and issues connected to it.
4. The scope of this Agreement will include
 - a) Investigating and assisting of the legal Framework, existing policies and procedures for all the issues connected to Safety Oversight Regime where the entire activity of the Safety Department of DGCA refers its activity, enforcing them and implementing the EU Regulations and Directives in the entire regulatory work of the DGCA personnel by combining the technical expertise with the OJT in practice.
 - b) Providing an assessment of the current situation regarding regulations that have been adopted by the DGCA, especially ATM Directory, as well as define the actual stage of the Implementation of the EU standards in the entire activity of ATM.
 - c) Assisting on drafting of regulations and building up a road map in regard to the process implementation of the EU and International Standards in the field of Airports and Security.
5. It is mutually agreed that at the end of each session and especially at the end of the defined processes, subject of this agreement, ENAC will provide Albanian DGCA with a proposed working plan in all required fields of cooperation. If required by the Management of Albanian DGCA, further technical support can be provided by ENAC for any specific task related to the areas of cooperation.
6. The entire process of cooperation and support in the areas of Aviation Safety, ATM and Airports and Security will be based and practically conducted with reference to the appropriate ICAO Standards and best recommended practices, EU regulations and related EASA acceptable means of compliance, as well as Eurocontrol, ECAC and other international required standards and regulations. For issues that are not covered by EU rules, ENAC will follow its internal procedures and working methods, notifying Albanian DGCA and making available the relevant documentation. It will be Albanian DGCA's responsibility to inform ENAC in case of the above internal practices and regulations,

means of compliance and procedures used by ENAC maybe in conflict with Albanian laws and national regulations, if any, and provide the Country Representative of ENAC and its experts, with the alternatives acceptable by the Albanian law.

7. Albanian DGCA will take all necessary actions to grant authorisation to the ENAC representative and all the ENAC experts, to access all the facilities, aircraft and documentation related to technical assistance process, airport and security areas, ATM facilities, to ask for and take copies of all necessary documentation, manuals, records and whatever is needed in regard to the related to the fields of expertise covered by this agreement.
8. All the findings, areas of improvement, actual level of implementation of the EU Regulations as well as proposals for improvement in the areas covered by this agreement will be orally debriefed to the management level of DGCA and responsible area director and then send in writing to DGCA together with the required corrective actions accompanied by the technical expertise given by ENAC. The entire activity will be coordinated by the ENAC Country Representative in cooperation with the management of Albanian DGCA.
9. At the end of each phase that requires an Albanian DGCA respective field approval (like for Safety Oversight Maintenance Programme, MEL or for Airport and security : Issue of an certificate, Renewal of Certificate, License etc), ENAC will issue a "Recommendation for Approval" with an attached form containing the basic information needed to issue the approval according the Albanian DGCA's procedures.
10. ENAC will issue any kind of "Recommendation for Approval" only when satisfied that the relevant requirements have been in compliance with EU and International standards and recommended practices.
11. Any financial matter that will associate this agreement will be drafted in a separated sheet and then agreed by both parties.
12. Further modification of this agreement would be allowed with separate letters mutually signed by General Directors of both Institutions Albanian DGCA and ENAC or their authorised officials.
13. This Agreement will enter in force immediately upon signed by the respective Directors General of Albanian DGCA and ENAC.

For and on Behalf of:
DGCA – Albania



Ervin MAZNIKU
GENERAL DIRECTOR
Date... 09/10/2009

For and on Behalf of:
ENAC - Italy

Alessio QUARANTA
DIRECTOR GENERAL

Date