

Commenter	Page	Ch.	P	Sp	Ssp	Comment	Rationale	Recommendation	Disposition
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Page is draft order page (numbering convention changed from “chapter-page” in draft to “page” in final document)

Ch. is draft order chapter

P is draft order paragraph (numbering convention changed from “chapter-paragraph” in draft to “paragraph” in final document)

Sp is draft order subparagraph

Ssp is draft order sub-subparagraph

There were changes in paragraph, subparagraph, and sub-subparagraph assignment during the development and editing of the document.

Aircraft Electronics Assoc.-1	0	U	0			As a general proposition, it is AEA’s stance that an ICA should only be required when a modification imposes unique maintenance or inspection requirements on the aircraft.	Take, for example, a hypothetical antenna installations on Part 23 aircraft. Generally, such installations do not impose any different inspection or maintenance requirements. Since every aircraft has an inspection of all antennas in their scheduled maintenance program, there should be no requirement for an ICA calling for an inspection on this antenna installation – such an ICA would be repetitive.		Concur: This is the existing process of reviewing existing ICA, in the context of the specific product, to determine if additional, deleted, or changed ICA are required. This review must be documented and the results made available per § 21.50(b).
Aircraft Electronics Assoc.-2 13 - Aviation Suppliers Association -1 24 - Modification and Replacement Parts Association -1	2-1	2	2			The last sentence of this section is ambiguous, as it may be interpreted to require that ICAs address information related to a product (as that term is described in Part 21) even when the part or alteration to which the ICA is related is limited to one small aspect of the complete product.	Association members have provided anecdotal stories about FAA inspectors demanding that ICA for a PMA, or a targeted repair or alteration, address issues that are outside the scope of the PMA, or a targeted repair or alteration.	The last sentence of this paragraph should read “The ICA <u>for a product</u> must contain ...”	Nonconcur: The detail discussion of ICA requirements in Chapters 2 and 4 (and related appendixes) should make the necessary extent of ICA for repairs, alterations, replacement parts, etc. clear.
Aircraft Electronics Assoc.-3 14 - Aviation Suppliers Association -2	2-1	2	3			This section lists the various things that may be considered design approvals. It does not specifically list field approvals. The bullet point for changes to type design does not include repairs, because repairs are not changes to type design. The FAA has required field approval applicants to provide ICAs, and some inspectors have required		In order to clear up this ambiguity, the FAA should decide whether major repairs are design approvals that may require ICAs, and should maintain consistency throughout the entire document. If the FAA decides that repairs are design approvals that require ICAs, then the FAA should amend the regulations to impose ICA requirements on repairs, just as they are currently imposed on parties who	Concur: Field approvals, for both repair and alteration, will be added to the list of design approvals requiring ICA, and both field approvals and “approved data” will be discussed in the paragraph for repairs and alterations.

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						this in circumstances that do not reflect changes to type design. Elsewhere in the Order, it is suggested that some repairs may require ICAs. This document creates an ambiguity as to when a field approval is a design approval for which ICAs are required		apply for type certificates.	
Aircraft Electronics Assoc.-4 15 - Aviation Suppliers Association -3	2-2	2	7			This section provides guidance for ICAs for major repairs; however, the FAA does have a repair design approval certificate, nor does the FAA have regulations that directly impose regulatory burdens on repair design approvals. As a consequence, there is no rule that requires that the applicant for a repair data approval create ICAs. Creating ICAs is a recordkeeping requirement, as that term is described in Title five of the U.S. Code. For other design approval holders, that recordkeeping requirement has been approved as part of the OMB approval of the Part 21 regulations. The OMB approval relied on burden estimates that considered only applicants for certificates under Part 21; that OMB recordkeeping requirement did not anticipate that such a recordkeeping requirement be imposed on other parties in the industry, and it did not include parties who create non-STC alterations and parties who create repairs. As a consequence, imposing the ICA creation requirement on such parties without rulemaking or		If the FAA decides that repairs and non-STC alterations are design approvals that require ICAs, then the FAA should amend the regulations to explicitly impose ICA requirements on repairs and non-STC alterations, just as they are currently imposed on parties who apply for type certificates, ATCs and STCs.	*Nonconcur: There is no relief from any applicable airworthiness or environmental standard for repairs and alterations approved through field approval or previously approved data (FAA Form 8110-3, FAA Form 8100-9). The creation of ICA is a compliance requirement, not a record keeping requirement. The burden of documentation (paperwork) is addressed as part of all rulemaking.

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						OMB approval of the process is a violation of the Paperwork Reduction Act.			
Aircraft Electronics Assoc.-5 (4-10, 12) 16 - Aviation Suppliers Association -4 26 - Modification and Replacement Parts Association -3  And 12/	4-9	4	11			The parenthetical in each of these sections states “(If CMM information was developed to demonstrate compliance to 14 C.F.R. §§ 21.50 and 26.1(a), then the CMM is part of the ICA)” The reference to § 21.50 is incorrect. That section requires ICAs to be made available. The sections that require ICAs to be created are sections 23.1529, 25.1529, 27.1529, 29.1529, 31.82, 33.4, and 35.4. Furthermore, it is the appendices that permit reliance on CMMs. Therefore the reference should be to those sections with which compliance is to be found.		AEA (We <i>ed.</i> ) recommends that this parenthetical be amended to read as follows: “(If CMM information was developed to meet a regulatory requirement for ICAs, such as the requirement found in certain appendices that permits an applicant for a type certificate to rely on CMMs, then the CMM is part of the ICA).”	Nonconcur: ICA are required to be developed by both 14 CFR § 21.50(b) and the §§ 2x.1529/31.82/3x.4 for different situations.  True, the appendixes themselves allow reference to data supplied by the manufacturer of the item (a CMM).  We believe the current language is sufficient to make it clear that referenced CMM becomes part of the ICA, and that the availability standard for the ICA then applies to the CMM.
Aircraft Electronics Assoc. -6 (Proposed new sub-paragraph) 17 - Aviation Suppliers Association -5	6-2	6	2			Some design approval holders have developed licensing agreements that require an air carrier/repair station entitled to receive the ICAs (under 21.50) to surrender certain rights as a condition of obtaining the manuals to which the air carrier/repair station is entitled. Examples of the provisions that have been found in such licensing agreements that we’ve reviewed include (but are not limited to):  (1) that the party seeking ICAs agrees not to share the manuals with any other parties (in violation of §		Add a new subsection to the end of Paragraph 6-2 that reads as follows: “c. If a party can show that they meet the ‘make available’ criteria in paragraphs 6-4(a)(1) through 6-4(a)(4), then it is inappropriate for the design approval holder to apply additional conditions to the 14 C.F.R. § 21.50 obligation to provide ICAs that are not included within the regulation. The ACO/ECO must not approve a design approval holder’s program for distribution of ICAs and changes if the program requires the party who meets the ‘make available’ criteria to surrender rights as a condition of obtaining the ICAs or changes to the ICAs. The ACO/ECO should carefully review any agreement that the design approval	*Partially concur: Examining such business arrangements were not considered as part of this revision. Resolution of this issue will be considered as part of a future revision.

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						<p>121.379(a), which requires air carriers to have the contractors perform maintenance according to the air carrier manuals, – those instructions usually include the ICAs per § 121.367(b)), 121.375 (requiring a training program to ensure that contractors are aware of manual requirements) and § 145.205(a) (requiring the repair station to follow the air carrier’s program, which usually includes the ICAs)</p> <p>(2) that the party seeking ICAs agrees not to obtain manuals or data from any other party aside from the design approval holder (anticompetitive)</p> <p>(3) that the party seeking ICAs agrees not to obtain aircraft parts from any other party aside from the design approval holder (anticompetitive)</p> <p>(4) that the party seeking ICAs agrees not to use PMA parts (anticompetitive)</p> <p>(5) that the party seeking ICAs agrees not use</p>		<p>holder might impose on parties already entitled to the ICAs and changes, to assure that it does not impose additional eligibility criteria over and above the criteria of the regulations. The ACO/ECO should make it clear to design approval holders that they may not condition their compliance with § 21.50 on completion of an agreement that imposes additional eligibility criteria over and above the criteria of the regulations.”</p>	

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						<p>DER repairs</p> <p>(6) that the party seeking ICAs agrees to surrender the ICAs upon the termination of the licensing agreement (despite the fact that the party remains entitled to receive the ICAs)</p> <p>It is a regulatory violation for a design approval holder to refuse to comply with section 21.50 in a situation where that regulation applies.</p> <p>Some design approval holders have claimed that they have copyright in the ICAs and that this entitles them to refuse to share the ICAs. The Courts have questioned whether there is really a valid copyright in ICAs <u>Gulfstream Aerospace Corporation v. Camp Systems International, Inc.</u>, 428 F. Supp. 2d 1369, 1375 (S.D. Georgia, 2006). The Courts have also found that notwithstanding any alleged copyright, there is a fair use exception that forbids the design approval holder from asserting copyright protections to prevent third parties from obtaining manuals. <u>Id.</u> It has even been said that preventing parties in the industry from obtaining manuals is anti-competitive.</p> <p>Furthermore, if there is a valid copyright, a copyright only protects the author/publisher's</p>			
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						<p>ability to profit from the work. The first sale doctrine has always prevented the copyright holder from controlling the work once it has been sold. Courts have stated that it is inappropriate to use intellectual property rights like copyright to obtain additional rights that are not accorded by the intellectual property laws <u>Bobbs-Merrill Co. v. Strauss</u>, 210 U.S. 339, 350-351 (1908), <i>invoking the first sale doctrine and chastising a copyright holder for attempting to control all future sales of a book at a fixed price</i>; <u>Quality King Distributors v. L'anza Research Intern.</u>, 523 U.S. 135, 136 (1998). Thus, “licensing agreements” that seek to control the ICAs after they have been made available to the parties entitled to obtain them represent inappropriate “overreaching” by the design approval holders. Some design approval holders have claimed that they have trade secrets in the ICAs. This is nonsensical. A touchstone of trade secret law is that the party who has a trade secret must take steps to maintain the secrecy. The ICAs are created in the context of a regulation (§ 21.50) that requires the ICAs to be made available to certain parties. Therefore, there can be no expectation of secrecy. With no reasonable expectation of secrecy, ICA trade secret claims are unfounded.</p> <p>It is inappropriate for a design</p>			
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						approval holder to condition its compliance with a regulation (§ 21.50) on a third party’s willingness to surrender its rights; such a practice has been decried by the courts and the practice also inhibits safety to the extent that it inhibits regulated parties from complying with the FAA’s safety regulations.			
Aircraft Electronics Assoc. -7 18 - Aviation Suppliers Association - 6	6-2	6	4	a	1	This section is limited to ICAs for TC, ATC and STC. This is inconsistent with the FAA’s position that other design approval holders should be required to prepare ICAs. It is also inconsistent with the plain language of section 21.50, which applies to design approval holders (not just TC, ATC and STC holders). If other design approval holders are required to prepare and make available ICAs then they should also be covered under this subsection. Therefore, an apparent limitation to TCs, ATCs and STCs is inappropriate.		Change this subsection to read “Application for the latest amendment to the design approval associated with the ICAs was made by the design approval holder on or after January 28, 1981.”	*Concur: Language changed to the general term “design approval.”
Aircraft Electronics Assoc. -8 19 - Aviation Suppliers Association – 7 27 - Modification and Replacement Parts Association -4	6-2	6	4	a	2	This section limits the obligation to provide ICAs only to design approvals for which the application included both 21.50 and 26.1 as part of the certification basis. The inclusion of 26.1 is inappropriate. Part 26 is a recent addition to the regulations. If the ICA requirement were limited to those applications for which both 21.50 and 26.1 were part of the certification basis, then the		We recommend striking the parenthetical reference in its entirety – no certification basis will include all of the sections listed in the parenthetical. In the alternative, the list of sections in the parenthetical should be separated by the disjunctive “or” rather than the conjunctive “and.”	*Concur: EWIS now beyond the scope of the revision, and certification basis references have been removed.

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						design approval applications submitted between 1980 and the effective date of Part 26 would no longer need to comply with 21.50(b). This is plainly contrary to the 14 CFR § 21.50(b), which required sharing ICAs before the promulgation of Part 26.			
Aircraft Electronics Assoc.-9 20 - Aviation Suppliers Association – 8 28 - Modification and Replacement Parts Association -5	6-2	6	4	a	2	This section limits the obligation to provide ICAs only to design approvals for which the application included all of the parenthetical sections (section 23.1529 etc.) as part of the certification basis. The inclusion of all of these sections is inappropriate, as they are mutually exclusive (including both transport and non-transport categories, as well as rotorcraft and fixed-wing standards). If the ICA requirement were limited to those applications for which all of the sections listed in the parenthetical were part of the certification basis, then no design approvals would be subject to the requirement. This is plainly contrary to the 14 CFR § 21.50(b), which required sharing ICAs.		We (MARPA <i>ed.</i> ) recommend striking the parenthetical reference in its entirety – no certification basis will include all of the sections listed in the parenthetical. In the alternative, the list of sections in the parenthetical should be separated by the disjunctive “or” rather than the conjunctive “and.”	Concur: With EWIS removed from the scope of this revision the regulatory reference was corrected to § 21.50 (only) and the appropriate airworthiness reference callouts corrected.
Aircraft Electronics Assoc.-10 21 - Aviation Suppliers Association – 9 29 - Modification and Replacement Parts Association -6	6-2	6	4	a	3	This sub-section limits repair station access to ICAs to those situations where the repair station is required by chapter one of 14 CFR to comply with ICA for the product part. This provision has already found itself open to interpretation, as parties have argued that no repair station is really required		We recommend that this clause be amended by eliminating the portion that reads: “..., and is required by chapter 1 of 14 CFR to comply with ICA for the product/part”.	*Nonconcur: “Required by this chapter” is a specific regulatory requirement for requiring a design approval holder to make ICA available.

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						<p>to comply with the manuals. This argument, which has been used as the basis for denying manuals and updates to repair stations, is ridiculous in light of the requirement in 14 CFR § 145.109(d) that requires a repair station to have the manuals, and the case law that requires a repair station to follow the manuals <u>Marion C. Blakey, Administrator, Federal Aviation Administration, v. Millennium Propeller Systems, Inc.</u>, NTSB Order No. EA-5218 (April 12, 2006). In light of this regulation and case law, this provision adds nothing, because all repair stations are required to comply with ICA under existing case law. Because this provision adds nothing, but has been interpreted in a manner that plainly contradicts the regulations’ intent (to provide competent and uniform instructions where maintenance is performed), it should be removed.</p>			
<p>Aircraft Electronics Assoc. -11 22 - Aviation Suppliers Association -10 30 - Modification and Replacement Parts Association -7</p>	6-2	6	4	a	3	<p>This sub-section limits repair station access to ICAs to those situations where the repair station has the product/part “listed in their limitations.” Only repair stations with limited ratings have limitations. <u>See</u> 14 C.F.R. § 145.61. Repair stations with class ratings do not have limitations. Therefore, it would be impossible for a class rated repair station to have a product/part “listed in their limitations.” Furthermore, capabilities lists are optional and</p>		<p>We recommend that reference to the need to have the product/part in the repair station’s limitations be removed.</p>	<p>Partially concur: The language has been revised to be consistent with the current interpretation and policy of the “make available” requirements of 14 CFR § 21.50(b) and current repair station rules.</p>

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						<p>in some cases repair stations that have requested the privilege of having a capabilities list have been refused by the FAA to be permitted to use such a list, so it would be inappropriate to interpret the term “limitations” to mean capabilities lists.</p>			
<p>Aircraft Electronics Assoc. -12 23 - Aviation Suppliers Association -11 31 - Modification and Replacement Parts Association - 8</p>	6-2	6	4	a	3	<p>This interpretation creates a “catch-22” situation. A repair station must have the maintenance manuals (data) in order to add the product/part to its ratings or capabilities list. <u>See</u> 14 C.F.R. §§ 145.51(b), 145.215(c). But according to this provision, an applicant for a rating or capability cannot obtain the manuals until it has obtained the rating or capability. This situation makes the ICA publisher a gate-keeper, giving them the capability to permit or prevent new entrants to the MRO market, since it is impossible for an applicant to obtain a rating without the ICAs. Because so many ICA publishers are also MRO owners, this permits them to forestall and regulate competition in the market, contrary to the standards described in <u>Kodak v. Imaging Technical Services</u>. The FAA has stated that it does not regulate competition, but by imposing a “catch-22” structure that prohibits new market entrants without the permission of an existing market entrant, it has implicitly regulated competition by providing a</p>		<p>We recommend that this clause be amended to read: “The requester (repair station) of the ICA is (1) currently rated for the product/part, or (2) has filed a conditional application for a change in rating that would expand the repair station’s ratings to include product/part, and the application has been conditioned upon obtaining the ICAs.”</p>	<p>*Nonconcur: The language in the draft order is consistent with the current interpretation of the “make available” provisions of 14 CFR § 21.50(b). This requires the repair station to be <i>currently</i> rated.</p>

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						<p>policy mechanism that permits MRO competitors that are also design approval holders to prevent new MRO competition (a mechanism that is not visible on the face of the rule, but is instead a creature of policy-level interpretation of the rule). A change to this subsection that permits ratings change applicants to obtain ICAs before approval of the application would be consistent with the FAA’s policy of not regulating competition, because it would remove the current practice of using the FAA’s regulations as a mechanism for inhibiting competition. Potential competitors, though, would still need to obtain the tooling and equipment necessary to perform the work (and there is no regulatory obligation for the design approval holder to provide such tooling and equipment), so the FAA would not be ‘opening the door’ to unqualified competitors</p>			
	2-1	2	2			<p>The last sentence of this section is ambiguous, as it may be interpreted to require that ICAs address information related to a product (as that term is described in Part 21) even when the part or alteration to which the ICA is related is limited to one small aspect of the complete product.</p>	<p>Association members have provided anecdotal stories about FAA inspectors demanding that ICA for a PMA, or a targeted repair or alteration, address issues that are outside the scope of the PMA, or a targeted repair or alteration.</p>	<p>The last sentence of this paragraph should read “The ICA <u>for a product</u> must contain ...”</p>	See #2.
	2-1	2	3			<p>This section lists the various things that may be considered design approvals. It does not</p>		<p>In order to clear up this ambiguity, the FAA should decide whether major repairs are design approvals</p>	See #3.

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						<p>specifically list field approvals. The bullet point for changes to type design does not include repairs, because repairs are not changes to type design. The FAA has required field approval applicants to provide ICAs, and some inspectors have required this in circumstances that do not reflect changes to type design. Elsewhere in the Order, it is suggested that some repairs may require ICAs. This document creates an ambiguity as to when a field approval is a design approval for which ICAs are required.</p>		<p>that may require ICAs, and should maintain consistency throughout the entire document. If the FAA decides that repairs are design approvals that require ICAs, then the FAA should amend the regulations to impose ICA requirements on repairs, just as they are currently imposed on parties who apply for type certificates.</p>	
	2-2	2	7			<p>This section provides guidance for ICAs for major repairs; however, the FAA does have a repair design approval certificate, nor does the FAA have regulations that directly impose regulatory burdens on repair design approvals. As a consequence, there is no rule that requires that the applicant for a repair data approval create ICAs. Creating ICAs is a recordkeeping requirement, as that term is described in Title five of the U.S. Code. For other design approval holders, that recordkeeping requirement has been approved as part of the OMB approval of the Part 21 regulations. The OMB approval relied on burden estimates that considered only applicants for certificates under Part 21; that OMB recordkeeping requirement did not anticipate that such a recordkeeping</p>		<p>If the FAA decides that repairs and non-STC alterations are design approvals that require ICAs, then the FAA should amend the regulations to explicitly impose ICA requirements on repairs and non-STC alterations, just as they are currently imposed on parties who apply for type certificates, ATCs and STCs.</p>	See #4.

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						requirement be imposed on other parties in the industry, and it did not include parties who create non-STC alterations and parties who create repairs. As a consequence, imposing the ICA creation requirement on such parties without rulemaking or OMB approval of the process is a violation of the Paperwork Reduction Act.			
	4-9	4	11			The parenthetical in each of these sections states “(If CMM information was developed to demonstrate compliance to 14 C.F.R. §§ 21.50 and 26.1(a), then the CMM is part of the ICA)” The reference to § 21.50 is incorrect. That section requires ICAs to be made available. The sections that require ICAs to be created are sections 23.1529, 25.1529, 27.1529, 29.1529, 31.82, 33.4, and 35.4. Furthermore, it is the appendices that permit reliance on CMMs. Therefore the reference should be to those sections with which compliance is to be found.		We recommend that this parenthetical be amended to read as follows: “(If CMM information was developed to meet a regulatory requirement for ICAs, such as the requirement found in certain appendices that permits an applicant for a type certificate to rely on CMMs, then the CMM is part of the ICA)”	See #5.
	6-1	6	2			Some design approval holders have developed licensing agreements that require an air carrier/repair station entitled to receive the ICAs (under 21.50) to surrender certain rights as a condition of obtaining the manuals to which the air carrier/repair station is entitled. Examples of the provisions that have been found in such licensing agreements that we’ve		Add a new subsection to the end of Paragraph 6-2 that reads as follows: “c. If a party can show that they meet the ‘make available’ criteria in paragraphs 6-4(a)(1) through 6-4(a)(4), then it is inappropriate for the design approval holder to apply additional conditions to the 14 C.F.R. § 21.50 obligation to provide ICAs that are not included within the regulation. The ACO/ECO must not approve a design approval holder’s	See #6.

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						<p>reviewed include (but are not limited to):</p> <ul style="list-style-type: none"> <li>(1) that the party seeking ICAs agrees not to share the manuals with any other parties (in violation of § 121.379(a), which requires air carriers to have the contractors perform maintenance according to the air carrier manuals, – those instructions usually include the ICAs per § 121.367(b)), 121.375 (requiring a training program to ensure that contractors are aware of manual requirements) and § 145.205(a) (requiring the repair station to follow the air carrier’s program, which usually includes the ICAs)</li> <li>(2) that the party seeking ICAs agrees not to obtain manuals or data from any other party aside from the design approval holder (anticompetitive)</li> <li>(3) that the party seeking ICAs agrees not to obtain aircraft parts from any other party aside from the design approval holder (anticompetitive)</li> </ul>		<p>program for distribution of ICAs and changes if the program requires the party who meets the ‘make available’ criteria to surrender rights as a condition of obtaining the ICAs or changes to the ICAs. The ACO/ECO should carefully review any agreement that the design approval holder might impose on parties already entitled to the ICAs and changes, to assure that it does not impose additional eligibility criteria over and above the criteria of the regulations. The ACO/ECO should make it clear to design approval holders that they may not condition their compliance with § 21.50 on completion of an agreement that imposes additional eligibility criteria over and above the criteria of the regulations.”</p>	

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						<p>(4) that the party seeking ICAs agrees not to use PMA parts (anticompetitive)</p> <p>(5) that the party seeking ICAs agrees not use DER repairs</p> <p>(6) that the party seeking ICAs agrees to surrender the ICAs upon the termination of the licensing agreement (despite the fact that the party remains entitled to receive the ICAs)</p> <p>It is a regulatory violation for a design approval holder to refuse to comply with section 21.50 in a situation where that regulation applies.</p> <p>Some design approval holders have claimed that they have copyright in the ICAs and that this entitles them to refuse to share the ICAs. The Courts have questioned whether there is really a valid copyright in ICAs <u>Gulfstream Aerospace Corporation v. Camp Systems International, Inc.</u>, 428 F. Supp. 2d 1369, 1375 (S.D. Georgia, 2006). The Courts have also found that notwithstanding any alleged copyright, there is a fair use exception that forbids the design approval holder from asserting copyright protections to prevent third parties from</p>			

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						<p>obtaining manuals. <u>Id.</u> It has even been said that preventing parties in the industry from obtaining manuals is anti-competitive.</p> <p>Furthermore, if there is a valid copyright, a copyright only protects the author/publisher's ability to profit from the work. The first sale doctrine has always prevented the copyright holder from controlling the work once it has been sold. Courts have stated that it is inappropriate to use intellectual property rights like copyright to obtain additional rights that are not accorded by the intellectual property laws <u>Bobbs-Merrill Co. v. Strauss</u>, 210 U.S. 339, 350-351 (1908), <i>invoking the first sale doctrine and chastising a copyright holder for attempting to control all future sales of a book at a fixed price</i>; <u>Quality King Distributors v. L'anza Research Intern.</u>, 523 U.S. 135, 136 (1998). Thus, "licensing agreements" that seek to control the ICAs after they have been made available to the parties entitled to obtain them represent inappropriate "overreaching" by the design approval holders. Some design approval holders have claimed that they have trade secrets in the ICAs. This is nonsensical. A touchstone of trade secret law is that the party who has a trade secret must take steps to maintain the secrecy. The ICAs are created in the context of a regulation (§ 21.50)</p>			
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						that requires the ICAs to be made available to certain parties. Therefore, there can be no expectation of secrecy. With no reasonable expectation of secrecy, ICA trade secret claims are unfounded. It is inappropriate for a design approval holder to condition its compliance with a regulation (§ 21.50) on a third party's willingness to surrender its rights; such a practice has been decried by the courts and the practice also inhibits safety to the extent that it inhibits regulated parties from complying with the FAA's safety regulations.			
	6-2	6	4	a	1	This section is limited to ICAs for TC, ATC and STC. This is inconsistent with the FAA's position that other design approval holders should be required to prepare ICAs. It is also inconsistent with the plain language of section 21.50, which applies to design approval holders (not just TC, ATC and STC holders). If other design approval holders are required to prepare and make available ICAs then they should also be covered under this subsection. Therefore, an apparent limitation to TCs, ATCs and STCs is inappropriate.		Change this subsection to read "Application for the latest amendment to the design approval associated with the ICAs was made by the design approval holder on or after January 28, 1981"	See #7.
	6-2	6	4	a	2	This section limits the obligation to provide ICAs only to design approvals for which the application included both 21.50 and 26.1 as part of the		We recommend striking the reference to section 26.1 in this provision – if the certification basis included section 21.50 then the fact that it included the later-promulgated 26.1	See #8.

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						certification basis. The inclusion of 26.1 is inappropriate. Part 26 is a recent addition to the regulations. If the ICA requirement were limited to those applications for which both 21.50 and 26.1 were part of the certification basis, then the design approval applications submitted between 1980 and the effective date of Part 26 would no longer need to comply with 21.50(b). This is plainly contrary to the 14 CFR § 21.50(b), which required sharing ICAs before the promulgation of Part 26.		does not matter. In the alternative, sections 21.50 and 26.1 should be separated by the disjunctive “or” rather than the conjunctive “and.”	
	6-2	6	4	a	2	This section limits the obligation to provide ICAs only to design approvals for which the application included all of the parenthetical sections (section 23.1529 etc.) as part of the certification basis. The inclusion of all of these sections is inappropriate, as they are mutually exclusive (including both transport and non-transport categories, as well as rotorcraft and fixed-wing standards). If the ICA requirement were limited to those applications for which all of the sections listed in the parenthetical were part of the certification basis, then no design approvals would be subject to the requirement. This is plainly contrary to the 14 CFR § 21.50(b), which required sharing ICAs.		We recommend striking the parenthetical reference in its entirety – no certification basis will include all of the sections listed in the parenthetical. In the alternative, the list of sections in the parenthetical should be separated by the disjunctive “or” rather than the conjunctive “and.”	See #9.
	6-2	6	4	a	3	This sub-section limits repair station access to ICAs to those		We recommend that this clause be amended be eliminating the portion	See #10.

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						<p>situations where the repair station is required by chapter one of 14 CFR to comply with ICA for the product part. This provision has already found itself open to interpretation, as parties have argued that no repair station is really required to comply with the manuals. This argument, which has been used as the basis for denying manuals and updates to repair stations, is ridiculous in light of the requirement in 14 CFR § 145.109(d) that requires a repair station to have the manuals, and the case law that requires a repair station to follow the manuals <u>Marion C. Blakey, Administrator, Federal Aviation Administration, v. Millennium Propeller Systems, Inc.</u>, NTSB Order No. EA-5218 (April 12, 2006). In light of this regulation and case law, this provision adds nothing, because all repair stations are required to comply with ICA under existing case law. Because this provision adds nothing, but has been interpreted in a manner that plainly contradicts the regulations' intent (to provide competent and uniform instructions where maintenance is performed), it should be removed.</p>		<p>that reads: "... and is required by chapter 1 of 14 CFR to comply with ICA for the product/part"</p>	
	6-2	6	4	a	3	<p>This sub-section limits repair station access to ICAs to those situations where the repair station has the product/part "listed in their limitations." Only repair stations with limited ratings have limitations. <u>See 14</u></p>		<p>We recommend that reference to the need to have the product/part in the repair station's limitations be removed.</p>	<p>See #11.</p>

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						C.F.R. § 145.61. Repair stations with class ratings do not have limitations. Therefore, it would be impossible for a class rated repair station to have a product/part “listed in their limitations.” Furthermore, capabilities lists are optional and in some cases repair stations that have requested the privilege of having a capabilities list have been refused by the FAA to be permitted to use such a list, so it would be inappropriate to interpret the term “limitations” to mean capabilities lists.			
	6-2	6	4	a	3	This interpretation creates a “catch-22” situation. A repair station must have the maintenance manuals (data) in order to add the product/part to its ratings or capabilities list. <u>See</u> 14 C.F.R. §§ 145.51(b), 145.215(c). But according to this provision, an applicant for a rating or capability cannot obtain the manuals until it has obtained the rating or capability. This situation makes the ICA publisher a gate-keeper, giving them the capability to permit or prevent new entrants to the MRO market, since it is impossible for an applicant to obtain a rating without the ICAs. Because so many ICA publishers are also MRO owners, this permits them to forestall and regulate competition in the market, contrary to the standards described in <u>Kodak v. Imaging Technical Services</u> .		We recommend that this clause be amended to read: “The requester (repair station) of the ICA is (1) currently rated for the product/part, or (2) has filed a conditional application for a change in rating that would expand the repair station’s ratings to include product/part, and the application has been conditioned upon obtaining the ICAs.”	See #12.

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						<p>The FAA has stated that it does not regulate competition, but by imposing a “catch-22” structure that prohibits new market entrants without the permission of an existing market entrant, it has implicitly regulated competition by providing a policy mechanism that permits MRO competitors that are also design approval holders to prevent new MRO competition (a mechanism that is not visible on the face of the rule, but is instead a creature of policy-level interpretation of the rule). A change to this subsection that permits ratings change applicants to obtain ICAs before approval of the application would be consistent with the FAA’s policy of not regulating competition, because it would remove the current practice of using the FAA’s regulations as a mechanism for inhibiting competition. Potential competitors, though, would still need to obtain the tooling and equipment necessary to perform the work (and there is no regulatory obligation for the design approval holder to provide such tooling and equipment), so the FAA would not be ‘opening the door’ to unqualified competitors.</p>			
		2	2			<p>The last sentence of this section is ambiguous, as it may be interpreted to require that ICAs address information related to a product (as that term is described in Part 21) even when</p>	<p>Association members have provided anecdotal stories about FAA inspectors demanding that ICA for a PMA, or a targeted repair or alteration, address issues that are outside the scope of the</p>	<p>The last sentence of this paragraph should read “The ICA <u>for a product</u> must contain ...”</p>	<p>See #2.</p>

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						the part or alteration to which the ICA is related is limited to one small aspect of the complete product.	PMA, or a targeted repair or alteration.		
Modification and Replacement Parts Association -2		2	5			The FAA has proposed new language that specifies that a design approval holder cannot prohibit the application of their ICAs to a PMA part. ICA language in violation of this clause has been a persistent problem in the industry. This problem has been recently recognized in several FAA documents. We are pleased to see the FAA taking a proactive stand, consistent with the recent SAIB and the recommendations of the FAA's RAFT Report.		No action necessary. We appreciate the addition.	Noted.
		4	11			The parenthetical in each of these sections states "(If CMM information was developed to demonstrate compliance to 14 C.F.R. §§ 21.50 and 26.1(a), then the CMM is part of the ICA)" The reference to § 21.50 is incorrect. That section requires ICAs to be made available. The sections that require ICAs to be created are sections 23.1529, 25.1529, 27.1529, 29.1529, 31.82, 33.4, and 35.4. Furthermore, it is the appendices that permit reliance on CMMs. Therefore the reference should be to those sections with which compliance is to be found.		We recommend that this parenthetical be amended to read as follows: "(If CMM information was developed to meet a regulatory requirement for ICAs, such as the requirement found in certain appendices that permits an applicant for a type certificate to rely on CMMs, then the CMM is part of the ICA)."	See #5.
		6	4	a	2	This section limits the obligation to provide ICAs only to design approvals for which the application included both 21.50		We recommend striking the reference to section 26.1 in this provision – if the certification basis included section 21.50 then the fact that it	See #8.

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						and 26.1 as part of the certification basis. The inclusion of 26.1 is inappropriate. Part 26 is a recent addition to the regulations. If the ICA requirement were limited to those applications for which both 21.50 and 26.1 were part of the certification basis, then the design approval applications submitted between 1980 and the effective date of Part 26 would no longer need to comply with 21.50(b). This is plainly contrary to the 14 CFR § 21.50(b), which required sharing ICAs before the promulgation of Part 26.		included the later-promulgated 26.1 does not matter. In the alternative, sections 21.50 and 26.1 should be separated by the disjunctive “or” rather than the conjunctive “and.”	
		6	4	a	2	This section limits the obligation to provide ICAs only to design approvals for which the application included all of the parenthetical sections (section 23.1529 etc.) as part of the certification basis. The inclusion of all of these sections is inappropriate, as they are mutually exclusive (including both transport and non-transport categories, as well as rotorcraft and fixed-wing standards). If the ICA requirement were limited to those applications for which all of the sections listed in the parenthetical were part of the certification basis, then no design approvals would be subject to the requirement. This is plainly contrary to the 14 CFR § 21.50(b), which required sharing ICAs.		MARPA recommends striking the parenthetical reference in its entirety – no certification basis will include all of the sections listed in the parenthetical. In the alternative, the list of sections in the parenthetical should be separated by the disjunctive “or” rather than the conjunctive “and.”	See #9.
		6	4	a	3	This sub-section limits repair		We recommend that this clause be	See #10.

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						<p>station access to ICAs to those situations where the repair station is required by chapter one of 14 CFR to comply with ICA for the product part. This provision has already found itself open to interpretation, as parties have argued that no repair station is really required to comply with the manuals. This argument, which has been used as the basis for denying manuals and updates to repair stations, is ridiculous in light of the requirement in 14 CFR § 145.109(d) that requires a repair station to have the manuals, and the case law that requires a repair station to follow the manuals <i>Marion C. Blakey, Administrator, Federal Aviation Administration, v. Millennium Propeller Systems, Inc., NTSB Order No. EA-5218 (April 12, 2006)</i>. In light of this regulation and case law, this provision adds nothing, because all repair stations are required to comply with ICA under existing case law. Because this provision adds nothing, but has been interpreted in a manner that plainly contradicts the regulations' intent (to provide competent and uniform instructions where maintenance is performed), it should be removed.</p>		<p>amended be eliminating the portion that reads: "... and is required by chapter 1 of 14 CFR to comply with ICA for the product/part".</p>	
		6	4	a	3	<p>This sub-section limits repair station access to ICAs to those situations where the repair station has the product/part "listed in their limitations." Only repair stations with limited</p>		<p>We recommend that reference to the need to have the product/part in the repair station's limitations be removed.</p>	<p>See #11.</p>

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						<p>ratings have limitations. See 14 C.F.R. § 145.61. Repair stations with class ratings do not have limitations. Therefore, it would be impossible for a class rated repair station to have a product/part “listed in their limitations.” Furthermore, capabilities lists are optional and in some cases repair stations that have requested the privilege of having a capabilities list have been refused by the FAA to be permitted to use such a list, so it would be inappropriate to interpret the term “limitations” to mean capabilities lists.</p>			

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		6	4	a	3	<p>This interpretation creates a “catch-22” situation. A repair station must have the maintenance manuals (data) in order to add the product/part to its ratings or capabilities list. See 14 C.F.R. §§ 145.51(b), 145.215(c). But according to this provision, an applicant for a rating or capability cannot obtain the manuals until it has obtained the rating or capability. This situation makes the ICA publisher a gate-keeper, giving them the capability to permit or prevent new entrants to the MRO market, since it is impossible for an applicant to obtain a rating without the ICAs. Because so many ICA publishers are also MRO owners, this permits them to forestall and regulate competition in the market, contrary to the standards described in <i>Kodak v. Imaging Technical Services</i>. The FAA has stated that it does not regulate competition, but by imposing a “catch-22” structure that prohibits new market entrants without the permission of an existing market entrant, it has implicitly regulated competition by providing a policy mechanism that permits MRO competitors that are also design approval holders to prevent new MRO competition (a mechanism that is not visible on the face of the rule, but is instead a creature of policy-level interpretation of the rule).</p>		<p>We recommend that this clause be amended to read: “The requester (repair station) of the ICA is (1) currently rated for the product/part, or (2) has filed a conditional application for a change in rating that would expand the repair station’s ratings to include product/part, and the application has been conditioned upon obtaining the ICAs.”</p>	<p>See #12.</p>

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						A change to this subsection that permits ratings change applicants to obtain ICAs before approval of the application would be consistent with the FAA’s policy of not regulating competition, because it would remove the current practice of using the FAA’s regulations as a mechanism for inhibiting competition. Potential competitors, though, would still need to obtain the tooling and equipment necessary to perform the work (and there is no regulatory obligation for the design approval holder to provide such tooling and equipment), so the FAA would not be ‘opening the door’ to unqualified competitors.			
Airbus-1 Was 2/12//	2-4	4				The important issue to address “incomplete ICA” and how to handle it is being discussed at management level between FAA, EASA and with industry. This is an important discussion that needs to be further progressed and resolved before publishing any new information and update of this order.	Conflicting language between FAR 21.50(b) and EASA Part 21A.61 concerning availability and completeness of ICA have been identified as an important issue being discussed at FAA and EASA management level and with industry. It should be considered that what industry has been doing for 30 years is safe and constitute an acceptable compliance policy.	Postpone the publication of this order until the resolution of the conflicting language between FAA and EASA requirements and the agreement of a compliance policy. The type validation and Post-type validation procedures for imported products need to be considered in that discussion. This subject should be considered with the highest priority.	*Nonconcur: Order revision needs to proceed in order to update generally applicable procedures. Issues with specific agreements will have to be handled within those documents, if possible, or with exemptions if necessary.
Airbus-2	3-1	3	1			This paragraph states “The design approval holder must list the documents that will	For example, in the aircraft maintenance manual, the tasks related to cleaning of the cabin	Consider that only parts of some documents are ICA and provide a clear definition of what is ICA.	*Nonconcur: Including information not intended to be ICA within design

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						constitute a complete set of ICA...” This conveys the idea that ICA is a list of documents whereas only parts of some documents, and not the whole documents, should be considered as ICA.	are not part of ICA. Therefore, some manuals are containing both ICA and non ICA information without identifying which part of the documents is an ICA.	Ideally criteria should be provided to define what is to be considered as ICA in the documents.	approval holder produced ICA documents could lead to confusion, since identification and segregation of various data could be difficult. Full resolution of this issue is beyond the scope of this revision, and will be addressed at a later date.
Airbus-3  Was 2/2// And 4/12//	2-1	4	11			Language should be added to make clear the difference between ICA and CMM, and the different obligations of the design approval holder with respect thereto.	The draft order requires that the ICA “contain information on each item installed on the product.” (Paragraph 2) However, 14 CFR § 21.50(b) does not require the design approval holder to furnish ICA for all items installed on the product. (See April 14, 2003, interpretation issued by Richard McCurdy, AGC-210)	Add the following at the end of Draft Paragraph 2: “If a top-level ICA contains “remove and replace” instructions for certain components, rather than referencing CMM’s or specific repair procedures for those components, the aircraft can be maintained in an airworthy condition by replacement action, and the CMM or repair documentation is not part of that ICA.	*Concur: FAA understands that the design approval holder may determine that component level maintenance data are not appropriate for some items. In this case the requirement for “complete ICA” can be met by providing the necessary instructions to determine the item(s) unairworthy (or otherwise unserviceable) remove the item from the product, replace the item with an airworthy unit, and perform the necessary checks to be able to return the affected product to service. This language is added in 4-4(a)(1)(d).
Airbus-4	2-2	2	5			This paragraph states “A design approval holder can not prohibit the application of their ICA to PMA parts where the FAA has determined existing ICA to be acceptable”. If the ALS is applicable to the part, it can be considered as a “critical component” by EASA. There should be a warning excluding the ALS to avoid problems in case of part/aircraft transfer to a country under	The EASA DECISION N° 2007/003/C* states that an approval is issued by the Agency to an organisation under the regulatory oversight of the FAA for a part designed under their PMA system, provided that the PMA part is not a “critical component”. Typically, such components include parts addressed in the Airworthiness Limitations section of the manufacturer’s Instructions for	Add a note to exclude ALS from the affected ICA.	Nonconcur: For FAA approval any and all airworthiness limitations must be included in the ICA.

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						EASA jurisdiction.	Continued Airworthiness. The application of the ALS to PMA parts may raise difficulties in case of transfer  *: EASA DECISION N° 2007/003/C OF 16 JULY 2007 on the Acceptance of Certification Findings made by the Federal Aviation Administration of the United States of America (FAA) for Parts Designed in the United States of America under the Part Manufacturer Approval (PMA) System of the FAA		
Airbus-5	2-2	2	7			Minor repairs can also change ICA	E.g. a minor repair may have no impact on the Airworthiness Limitations but may have an impact on other ICA (AMM, etc...). From EU Part 21 classification criteria, change to ICA is not a classification criteria for major (except for Airworthiness Limitations that is a particular case) Refer to GM 21A.435(a).	Remove the word “Major” from the text.	*Nonconcur: Any repair affecting ICA is a major repair.
Airbus-67	2-3	2	8			Minor alterations can also change ICA	E.g. a minor alteration may have no impact on the Airworthiness Limitations but may have an impact on other ICA (AMM, etc...). From EU Part 21 classification criteria, change to ICA is not a classification criteria for major (except for Airworthiness Limitations that is a particular case) Refer to 21A.91/GM 21A.91 and 21A.107.	Remove the word “Major” from the text.	*Nonconcur: Any alteration affecting ICA is a major repair.
Airbus-7	3-1	3	2	b		This paragraph states “The principal manual is the one used for day-to-day maintenance of	Experience demonstrates that some Operators have overlooked approved & mandatory	Make the ALS a separate manual referenced in the TCDS.	Do not concur: The intent is that the ALS be in the principal manual, which also

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						the aircraft”. The day-to-day maintenance is described in the AMM. This would mean that the ALS must be included in this manual (ref Appendix H25.4). This could be a source of significant problems.	Airworthiness Limitations because the ALS was located in the AMM. ALS mainly contains planning information. Airbus has found MPD as an acceptable solution but some Operators requested Airbus to remove mandatory limitations from this manual (not approved by Authorities) providing recommendations.		serves as the “roadmap” to the balance of the ICA information. Placing this information in the principal manual should give it the greatest visibility.
Airbus-8	3-1	3	2	b		This paragraph states “If there are multiple manuals, there should be a principal manual that describes the other manuals and how to apply them. It should also have a table of contents of all other manuals.” A principal manual is not necessarily the only means to provide this information.	A principal manual is not required by 25.1529 and associated appendix H. In addition other means and tools, such as training, electronic tools or web-based application/information, allow providing the necessary information on other manuals or how to apply them.	Remove the need for principal manual, that is not required in the checklist and consider other means and tools to ensure that adequate information is provided to the users.	Do not concur: The principal manual requirement survives, conditionally, in H25.4(b). The intent for the principal manual, in part, is to provide a gateway to the information with directory of paths to specific information.
Airbus-9  Was 3/3/e/1&2 And 3/3/e/2	3-3	3	3	e	1	The purpose of the two step process (1) the impact assessment and (2) the assessment is not clear. In addition, when has each step to be provided? If it is allowed to state that there is no impact on ICA at time of impact assessment, is it allowed to defer ICA availability after the product entered into service?	Self explanatory.	Explain and Clarify.	Concur: The process is of evaluation of the current ICA, and as appropriate, submission of a justifying statement to maintain the existing ICA or submission of proposed changes. After acceptance/approval the applicant would, again as appropriate, provide a statement that existing ICA is sufficient or revised ICA. This will be clarified.
Airbus-10	4-4	4	1	a		This paragraph needs to be amended to also refer to CDCCL.	FAR 25 appendix H25.4	Amend the paragraph.	Concur: Created 4).
Airbus-11	4-4	4	1	b		This paragraph states “If the ICA consists of multiple manuals, require applicants to include the ALS in the	A lot of inspection procedures that are not needed ONLY for compliance with the ALS will have to be duplicated.	Authorize reference to other documents for maintenance procedures (i.e. procedures for inspection, modification,	Concur: The regulatory language is that the information related to the airworthiness limitations has to

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						<p>“principal manual” and do not allow reference to any other documents.”                      If no reference to any other document is allowed, a number of significant problems will be created.</p>	<p>Duplication means source of errors, different level of revisions, etc...                      Note: See also previous comments on 3-1 §2.b.</p>	<p>replacement, etc...).</p>	<p>be “set forth,” and not contained. It is reasonable that the detailed procedures exist in the maintenance instructions provided they are sufficiently identified and controlled as “approved data” (protected from unauthorized change) and they are referenced from the ALS of the ICA.                      That said the required information regarding maintenance intervals, task title/description, related procedures reference must be contained in the ALS to ensure proper visibility and emphasis.</p>
Airbus-12	4-2	4	2			<p>This paragraph states “CMRs are equal to a limitation and required as part of the ICA”. There is no paragraph(s) in the FAR 25 specifically requiring CMR.                      If CMR are equal to a limitation, why is it not required to include them in the ALS?</p>	<p>CMRs are not required by Appendix H25.4.</p>	<p>Clarify.</p>	<p>*Nonconcur:                      CMRs are operating limitation(s) placed on the type certificate as a means of satisfying an airworthiness requirement, usually 25.1309. CMRs are not explicitly addressed in the regulations, but are defined in related advisory material (AC 25.1309-1A System Design and Analysis, and AC 25-19, Certification Maintenance Requirements.)                      AC 25-19 provides that CMRs be contained in a document referenced in the type certificate data sheet. Order 8110.54 provides the CMRs be included in the ICA. Other relevant, current AC material is silent on where CMRs should be placed. Current part 25 provides ALS are specifically those limitations that arise from xx.571 or 25.981, 25.1701 as appropriate.                      Since CMR are now being used</p>

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									in certification of part 23 airplanes, and documenting AL and CMR have been addressed by various means full resolution of this issue is beyond the scope of this revision, and the information in AC 25-19 should be used.
Airbus-13	4-2	4	3	a	3	The use of the word “limitation” can be confusing (confusion with Airworthiness Limitations).	Is the intent to refer to airworthiness limitations?	Use e.g. the word “Tolerance” if they are not airworthiness limitations or amend FAR 25 appendix H25.4 to refer to such limitations and precise the kind of limitation: e.g. adjustment limitations.	Nonconcur: In the context of this section of the manual the “limitations” regard to the control and operation of components and systems in a maintenance context.
Airbus-14	4-2	4	3	a		This paragraph states “These manuals [...] must explain aircraft [...] features, and give information to the extent necessary to conduct aircraft [...] maintenance or preventive maintenance”. This paragraph seems to cover requirements of 4-3 §4.a.(6): “Description of how to adjust and test the system, including flight control systems functional checkout procedures after maintenance, and any required equipment and precautions.”.	Both paragraphs seem to include similar requirements.	Clarify or delete 4-3 §4.a.(6).	Nonconcur: These are two related requirements, specifically from the regulation, that are in different context; one in the “airplane maintenance manual or section,” the other in “maintenance instructions.” Both requirements are retained.
Airbus-15	4-3	4	4	a		Paragraph (1) states “Scheduling information for each part of the aircraft, [...]. This information should give recommended times for [...] inspecting, testing [...]each part. It includes the degree of inspection required, the wear tolerances, and work recommended.” The difference with the paragraph (3): “An inspection program consisting of the	Both paragraphs seem to state similar requirements.	Clarify.	*Nonconcur: The former paragraph provides for systems and equipment oriented requirements. The latter paragraph is structures oriented. These reflect the requirements of the ICA appendixes.

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						thresholds for inspection, inspection intervals, type of inspection required, and the extent of inspections necessary to ensure the continued airworthiness” is not clear.			
Airbus-16	4-3	4	4	a	2	Reference to overhaul. The FAA should provide a definition of “overhaul” or provides a cross-reference with the Part providing this definition.	No definition in FAR 25.	Clarify.	*Concur: Added the 14 CFR part 43 definition to the definitions appendix.
Airbus-17	4-3	4	4	a	2	This paragraph states “Information on overhaul periods should include the necessary cross-reference to the ALS [...]” It is difficult to understand why this requirement should be specific to overhaul periods and not applicable to all recommended maintenance times.	The comparison between the recommended maintenance times and the associated limitations (if any) indicates the flexibility available without exceeding the safety margins. Losing this information may lead local inspectors to reject interval escalations although no safety issue exists.	Require cross reference between all recommended maintenance times and airworthiness limitations (when an airworthiness limitation exists, even equal or greater than the LOV).	*Nonconcur: The quoted passage is a regulatory requirement and is an artifact from the rulemaking, where the proposed rule required an airframe overhaul section. Full resolution of this issue is beyond the scope of this revision, and will be addressed at a later date.
Airbus-18	4-3	4	4	a	2	This paragraph states “Information on overhaul periods should include the necessary cross-reference to the ALS if the overhaul time is a limitation identified in paragraph 4-1 of this order.” The subject paragraph 4-1 deals with mandatory replacement/inspection times and related inspection procedures, but not with overhaul times.	Self explanatory	Clarify.	* ncur: See #52.
Airbus-19	4-3	4	4	a	2	This paragraph states “If the ICA gives an overhaul time, then the ICA must include overhaul information or refer to an overhaul manual.” It seems that it is here possible to refer to another manual.	If the overhaul time is a limitation identified in paragraph 4-1 of this order, is it possible to refer to another manual? §1.b. does not allow such a reference to another manual. There is a contradiction.	Authorize reference to other documents in the ALS for maintenance procedures (i.e. procedures for inspection, modification, replacement, etc...).	*Concur: Generally, airframes are not overhauled, appliances, engines, propellers, etc. are; and generally the overhaul requirements are not AL (but might be CMR). By regulation the ALS must be in the “principal document” if

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									there is more than one document, and contain the replacement/inspection time, intervals, and procedures. (FAA has accepted the details of the procedures be contained elsewhere in the documents provided the reference to them is from and controlled by the ALS.)
Airbus-20 Also 4/12//	4-9	4	11			It should be considered that only part of a CMM can constitute an ICA and not necessarily the whole CMM.	As an example, for a CMM providing a list of tasks, only a given task can be referenced in the airplane maintenance manual. In this case only this referenced CMM task is part of the ICA and not the whole CMM.	Clarify that only part of a CMM may constitute the ICA and not necessarily the whole CMM.	*Concur: It is incumbent on the design approval holder to specify the limits of data incorporation. Language is added that addresses this issue in Chapter 4.
Airbus-21 And 4/11/e/	4-9	4	11	d		Duplication with 4-3 §4.a.(1) (3).	Possibility of future mistakes in revising this order.	Make reference to 4-3 §4.a. instead of duplicating information.	Nonconcur: Although the subject matter of the information is similar the context of the data is different, aircraft level ICA v. component maintenance manual. Resolving this is beyond the scope of this revision and will be taken forward to the next revision.
Airbus-22 And 4/12/e/	4-10	4	11	i		Reference to storage limits. It should be clarified if storage limits are airworthiness limitations.		Use e.g. the word “Tolerance” if they are not airworthiness limitations or amend FAR 25 appendix H25.4 to refer to such limitations.	Nonconcur: Storage limitations are not limitations in the sense of CMRs or ALs. They are recommended limits for the storage techniques described. There are typically deeper techniques that can be used if an aircraft is reaching the “limitation” of the current method(s), of the appropriate techniques should be used for the anticipated storage period.
Airbus-23 Was 5-2,5-3/1// and 5-4/g//	5-2	5	1			This paragraph states “The program should allow the applicant to send changes to the	The following regulatory statement must be included in the ALS: “The Airworthiness	Amend the paragraph to describe the specificity of the ALS.	Concur: Language added.

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						<p>owners while sending changes to the FAA for review. This ensures accurate ICA is immediately available to those operating the product.” This should not apply to the ALS.</p>	<p>Limitations section is FAA-approved and specifies maintenance required under §§43.16 and 91.403 of the Federal Aviation Regulations, unless an alternative program has been FAA approved.” As long as the ALS is not approved, it should not be provided to third parties. The release of any draft ALS documentation, even partially, or of any document having a similar aspect to the approved ALS is not authorized by the EASA in order to prevent any ambiguity. However, this does not preclude the dispatch of advance information by other means, provided sufficient precautions are taken: e.g. the TC holder can release OIT describing the anticipated changes in a future revision of the ALS, provided the TC Holder clearly indicates that the subject changes have not been approved yet. The use of terms like "will possibly be", "not approved yet by the EASA"...is recommended by the EASA.</p>		
Airbus-24	5-4	5	3	b		<p>This paragraph states “You can accept the proposed ICA if the ICA do not add or change existing requirements in the ALS, CMR or EWIS ICA. This review and acceptance of ICAs can be delegated to a designated airworthiness representative (DAR) with function code 50 which will allow the DAR to approve technical data for field approval in accordance with FAA Order 8900.1. However, if</p>	<p>For example, for a given structure, whose failure is potentially catastrophic, the TC Holder has defined that there is no need for airworthiness limitations, because the first inspection occurs beyond the Limit Of Validity of the maintenance program for this structure. A change developed by an organization other than the TC Holder may have an impact on the ALS. However, this</p>	Clarify how to handle this case.	<p>*Partial Concur: DAR with function code 50 does not have data approval authority and is being removed from this part of the process.</p> <p>The person preparing the data and the person approving the data are required to understand and assess the full impact of any changes they make. The related certification procedures are</p>

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						the change affects the ALS, CMR or EWIS ICA documents, you must contact the certifying ACO for approval.” There are nevertheless changes that apparently do not affect the ALS but indeed do.	organization may not be in the position to identify the need for the addition of airworthiness limitations.		beyond the scope of this order.
Airbus-25	I-2	I				Definition of ICA. The FAA should clarify what “essential” means.	Self explanatory	Clarify.	Non-concur: The dictionary definition should be applied.
Airbus-26	B-4	B				The purpose of the following added note is not clear: “NOTE: If there are no additional or new overhaul requirements, the ICA should clearly state “No additional overhaul time limitations””	The FAA should clarify what is expected, in which document and where.	Clarify.	Concur: These requirements will be removed. The intent was to highlight changes to ICA to ensure they are noted. In reality the TC holders ICA will become cluttered or ambiguous. Such changes, or lack thereof, driven by STC and PMA ICA will be obvious.
Airbus-27	B-5	B				Sections 26.43, 26.45 and 26.47 appear on the annex. They are not related to EWIS.	Self explanatory.	Clarify.	*Concur: 14 CFR part 26 Subpart E is beyond the scope of this order. EWIS has been determined to be beyond the scope of this revision. It will be addressed in a separate document.
Air Transport Association - 1	4-9	4	11			(comment provided in detail in letter)	(rationale provided in detail in the letter)	Component manuals be considered ICA <i>without</i> requiring their reference in higher-level ICA.	Nonconcur: Current interpretation and related policy allows certain items to be addressed only by instructions on removing the item and replacing it with a serviceable item. See item 38.
Air Transport Association - 2	6-1	6	4			(comment provided in detail in letter)	(rationale provided in detail in the letter)	FAA provide a clear statement that DAHs cannot attempt to limit an air carrier’s ability to distribute ICA as that carrier seeks to maintain the airworthiness of its fleet.	*Partially concur: Examining such business arrangements were not considered as part of this revision. Resolution of this issue will be considered as part of a future

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									revision.
Air Transport Association - 3	2-2	2	7			(comment provided in detail in letter)	(rationale provided in detail in the letter)	References to draft Order 8300.14 be removed from Chapter 2, paragraph 7, as that draft Order has not been released.	Concur: Reference removed.
Embraer – 1	I-1	I				There should have additional information to define “essential” instructions for continued airworthiness.	The current definition may lead to different interpretations among manufacturers, operators, and FAA offices.	There should have additional information to define “essential” instruction for continued airworthiness.	*Non-concur: The dictionary definition should be applied.
Embraer – 2		4				Documents to control airplane configuration, such as IPCs and MDL were included as manuals that contain ICAs.	There is no clear reference on Part 25 Appendix H25.3 that could lead to the interpretation that IPC/MDL should be considered as ICA.	We require additional clarification about that.	*Concur: Requiring IPC and MDL data is beyond the regulatory requirements. However, if properly maintained as ICA can be a benefit.
Embraer – 3	4-9	4	10	a		(Standard Wiring Practices Manual) The Order describes this manual as “required” for airplanes affected by 14 CFR Part 26.	However, 14 CFR 26.11 requires design approval holders to develop EWIS ICA and make available to affected persons.	There is no requirement to develop such specific manual. Additionally, Part 25, Subpart H also requires new airplanes to have EWIS ICA available so the SWPM should not refer only to airplanes applicable to 14 CFR Part 26.	*Concur: EWIS has been determined to be beyond the scope of this revision. It will be addressed in a separate document.
Embraer – 4	4-4	4				The identification of primary structure does not lead to any relevant information for maintenance purpose.	The identification of primary structure does not lead to any relevant information for maintenance purpose.	The information should be limited to the identification of structures subjected to inspections, clearly the scope of maintenance personnel.	Concur: This information would be redundant with the information required by 14 CFR part 26, subpart E.
General Aviation Manufacturers Association - 1	2-1	2	2			Clearly an ICA must provide all instructions which can be utilized to keep a product in an airworthy condition. The statement “The ICA must contain information on each item installed on the product.” could be misconstrued however.	Some could interpret this to mean the ICA must provide specifics on how to overhaul every part on an aircraft. It is not the responsibility of the ICA holder to provide information on each item installed, rather the ICA must contain information to keep the product in an airworthy condition. This may mean the ICA includes information on how a part (or it’s larger assembly) is removed and replaced or it may provide information on how to service the part in place.	GAMA requests the FAA reword this sentence to read as follows so as to avoid any misunderstandings: “The ICA must contain information to keep a product airworthy so it must address, in some manner, all parts of the product for which the ICA is written.” By including this alternate wording it is clear that all parts must be addressed however they may be addressed at a higher component level or even through several subcomponent instructions.	* Nonconcur: The term and language is specifically used in the regulation.

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General Aviation Manufacturers Association - 2	2-2	2	5			The language “A <i>design approval holder can not prohibit the applicant of their ICA to PMA parts where the FAA has determined existing ICA to be applicable.</i> ” could be seen to have implications beyond the airworthiness of the part.	The FAA may determine that a PMA replacement part has the same continued airworthiness requirements as the original part for which the ICA was created. In this case the PMA part does not have an independent ICA but relies upon the original product ICA.	This is clearly not the FAA’s intent and therefore GAMA suggests the following language that may be more clear: “ <i>If the FAA determines that the continued airworthiness requirements of a PMA replacement part are identical to those of the original part there is no need for the PMA manufacturer to create an independent ICA. Only the FAA can determine whether or not the ICA is applicable to a PMA part and therefore the existing ICA can not restrict application of the ICA to PMA parts.</i> ”	*Nonconcur: The language in the suggestion is redundant considering the existing published FAA requirements for ICA development, submittal, acceptance, and approval.
General Aviation Manufacturers Association - 3	3-1	3	1			This section makes reference to the “complete set of ICAs”. As there has been much confusion as to what this entails.		GAMA suggests the FAA clarify in this section that the “complete set of ICAs” includes those documents necessary to execute the instructions within the ICA that maintain airworthiness. For example if a set of instructions in the ICA refers you to a component maintenance manual for the completion of some task, that document has been incorporated by reference and is included in the “complete set of ICAs”. Additionally we request the FAA contact GAMA for some additional discussion on this issue as GAMA’s standard “Publication 2, <i>Manufacturers Maintenance Data</i> ” addresses this issue in more detail.	*Concur: A “complete set of ICAs” are the totality of the data prepared and found compliant with the appropriate regulations, including any special conditions etc.,that may apply to the product, part, repair, alteration, appliance, etc. at hand.  We agree to the idea that referring to another document incorporates that document by reference. This is explained in Chapter 4.
General Aviation Manufacturers Association - 4	3-1	3	2	a		This section makes reference to GAMA’s publication which has been revised along with iSpec 2200 to better align with the JASC.		The appropriate reference is “General Aviation Manufacturer Association’s Publication 2, <i>Manufacturers Maintenance Data</i> , latest edition.”	Concur: Changed.
General Aviation Manufacturers Association - 5	4-2	4	2			This section seems to be limited to part 25 products, couldn’t a CMR be applied to any product type (part 23, 27, 29, 31, 33,		GAMA requests the FAA consider the applicability of CMRs and make an appropriate change to this section, if only to remove the statement “(for	Concur: Use of CMRs recently expanded into a Part 23 (commuter) airplane.

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						35)?		Transport Category Airplane)".	Other guidance is limited and somewhat contradictory. Resolution is beyond the scope of this order and revision.
General Aviation Manufacturers Association - 6	4-9	4	10	a		Not all aircraft which are affected by part 26 are required to have a SWPM.		GAMA suggests the FAA include the following language in place of the first sentence in this section: "The requirement for a SWPM is determined by the requirement	Concur: EWIS has been determined to be beyond the scope of this order and will be addressed in a separate document.
General Aviation Manufacturers Association - 7	4-4	4	3	a	11	The revision has clarified the need to assure the applicability of the ICA to configuration: "A method for parts configuration control (eg. Illustrated Parts Catalog (IPC), Master Drawing List (MDL)." The examples chosen could lead one to believe that the IPC and MDL must be provided along with the ICA.	While clearly this is an option, many manufacturers may choose to include these specific part numbers or illustrations in the ICA its self.	To avoid reinforcing a misconception that the ICA always includes the IPC and MDL, GAMA requests the FAA clarify this statement as follows: "A method for parts configuration control (eg. Identifying specific parts within the ICA, referencing Illustrated Parts Catalog (IPC) or referencing Master Drawing List (MDL)."	*Concur: IPC and MDL data is beyond the regulatory requirements. However, if properly maintained they can be a valuable benefit to maintainers.
General Aviation Manufacturers Association - 8	4-9	4	11			The statement "(If CMM information was developed to demonstrate compliance to 14 CFR §§21.50 and 26.1(a), then the CMM is part of the ICA)." can be mis-interpreted to mean that all data used to demonstrate compliance to these regulations must be made available.	GAMA believes the FAA intends to assure that if CMMs are to provide the instructions for continued airworthiness to address the requirements of 21.50 and 26.1(a) then they shall either be included in the ICA or the ICA must reference them (invoking them as an ICA document through reference).	GAMA suggests the FAA use the following sentence in place of the current sentence: "If the instructions for continued airworthiness to address the requirements of 14 CFR §§ 21.50 and 26.1(a) are included in a CMM then the ICA must either include these instructions or must reference this CMM (in the latter case the CMM becomes part of the complete set of ICAs)."	*Concur: The data in the ICA are indeed the compliance with the regulatory requirements, not substantiating data or demonstration of compliance.  The language pertaining to inclusion or incorporation by reference is in order.
General Aviation Manufacturers Association - 9	4-10	4	12			GAMA believes the FAA intends to assure that if component overhaul manual information provides the instructions for continued airworthiness to address the requirements of 21.50 and 26.1(a) then they shall either be included in the ICA the ICA must reference them (invoking them as an ICA document through reference).	GAMA believes the FAA intends to assure that if component overhaul manual information provides the instructions for continued airworthiness to address the requirements of 21.50 and 26.1(a) then they shall either be included in the ICA or the ICA must reference them (invoking them as an ICA document through reference).	GAMA suggests the FAA use the following sentence in place of the current sentence: "If the instructions for continued airworthiness to address the requirements of 14 CFR §§ 21.50 and 26.1(a) are included in component overhaul manual information then the ICA must either include these instructions or must reference this component overhaul manual information (in the latter case the component overhaul manual	Concur: See item(s) 55 and 5.

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								information becomes part of the complete set of ICAs).”	
General Aviation Manufacturers Association – 10  Also B-5/B/H 25.4/; C-4/C/A27.4/; D-4/D/A29.4/; E-4/E/A31.4/; F-3/F/A33.4/; G-2/G/A35.4/	A-5	A	G23 .4			The draft order contains the following new language, “If there are no new (including changes) airworthiness limitations associated with the project, the airworthiness limitations section should include the following statement: ‘There are no new (or additional) airworthiness limitations associated with this equipment and/or installation.’ It appears that this language has been added to assure that when a new installation, which has an ICA associated with it that doesn’t include any additional limitations, is approved there is a clear expression of the fact that no new limitations apply to that installation.	GAMA is concerned that this could be misconstrued to mean that whenever a product undergoes a change (for example a change to a TC’d aircraft) the limitations section of the ICA must be reapproved by FAA’s AEG office despite the fact that there is no effect on the limitations section of the ICA. It is very common for a design approval holder to make changes to the product which don’t result in changes to the limitations within the ICA. If every change to a product had to be coordinated with the AEG for ICA limitation change approval, the design approval process would be significantly hampered. This would create additional workload and burden upon the FAA and industry and it is clearly not the intent of this new language. It would also result in a confusing set of instructions within the ICA if it was fraught with such statements when many changes to the product have not resulted in new ICA limitations.	To avoid any misunderstanding as time passes, GAMA suggests the following language be used: “If there are no airworthiness limitations associated with a project that results in the need for a new ICA, the airworthiness limitations section in this ICA should include the following statement: ‘There are no airworthiness limitations associated with this equipment and/or installation.’”	Partially concur: These requirements will be removed. The intent was to highlight changes to ICA to ensure they are noted. In reality the TC holders ICA will become cluttered or ambiguous. Such changes, or lack thereof, driven by STC and PMA ICA will be obvious.
Gulfstream -1	2-3	2	8	c		Makes reference to, “See Order 8900.1, Flight Standards Information Management Systems (FSIMS), for more information on the requirement for ICA on major alterations.”	FAA Order 8900.1, Volume 4, Chapter 9, Section 1, Perform Field Approval of Major Repairs and Major Alterations, Paragraph 4-1186, ICA. A. Field Approval Data Package states, The Administrator has determined that the field approval data package must include ICAs. The purpose of the ICA is to	Therefore, Gulfstream requests clarification: should Order 8110.54A state that only Major Alterations that require ICA are ones that are field approved?	Concur: The process for both field approvals and use of “approved data” will be clarified in regard to the treatment of ICA.

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							provide instructions on how to maintain aircraft that are altered and appliances that are installed IAW "a field-approved major alteration".		
Gulfstream -2	2-1	2	2			Adds ... "The ICA must contain information on each item installed on the product."	Gulfstream's position is that an ICA is not a maintenance manual.	Provide examples of what the FAA considers acceptable or at a minimum identify what has been deemed as ICA deficiencies.	*Nonconcur: It is impractical to provide an exhaustive list of what must be in ICA and what cannot be. The appendixes in the back of the order are an attempt to provide a practical list of what the ICA must contain. "Essential" as used in the regulation is not specifically defined. A working definition is, "information, without which, the airworthiness of the product cannot be maintained." When using this definition the interaction of the entire regulatory requirement must be considered; such as H25.1(c) "information essential" and H25.3(b)(1) "each item."  According to the ICA appendixes the ICA specifically contains maintenance instructions.
Gulfstream -3	4-4	4	4	a	9	appears to contain an incomplete sentence			*Nonconcur: But added punctuation.
Gulfstream -4	A-1	A	G23 .1b			(line #5) there's no visible change from the previous revision although there's a revision bar.			*Concur: Spaces were deleted for format purposes.
Gulfstream -5	A-4	A	G23 .1e			Contains an unnecessary period between "inspection and/or maintenance."			*Concur: Could this be G23.3(e)? Formatting corrected.
Gulfstream -5	B-5	B	H25 .3e			contains an unnecessary period between "inspection and/or			Concur: Formatting corrected.

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						maintenance.”			
Gulfstream -5	H-2	H				AC 33.4-3 title has redundant “Instructions for Continued Airworthiness” content.			Noted. These documents are interdependent, but not harmonized. Harmonization is beyond the scope of this revision but will be considered.
Rolls-Royce – 1	2-2	2	5			the following statement has been added: “A design approval holder can not prohibit the application of their ICA to PMA parts where the FAA has determined existing ICA to be acceptable.” This statement has been added in bold, italic font, apparently for emphasis.	Rolls-Royce recognizes that the determination of what ICA is applicable to a Design Approval Holder’s (“DAH’s”) product is a matter between the FAA and the applicant for the design approval. This is true regardless of whether the applicant seeks a Type Certificate (“TC”) or a Parts Manufacturer Approval (“PMA”). To the extent that an applicant for a PMA seeks to obtain FAA approval of existing ICA (e.g., of a TC holder’s ICA) by demonstrating to the FAA that the existing ICA satisfy regulatory requirements for the replacement part, Rolls-Royce understands that the TC holder has no role in the FAA’s review of the PMA applicant’s application. For the purposes of the FAR, this is a matter between the PMA applicant and the FAA.... Rolls-Royce is concerned, however, that the added language could be misinterpreted to imply that the TC holder has some responsibility for the application of the TC holder’s ICA to the PMA part.	We ask that the FAA remove this new language to help avoid the potential for misinterpretation noted above. If the referenced statement is included, Rolls-Royce requests that it be modified to clarify that the TC holder has the legal right to advise the ICA user of limitations in the TC holder’s liability with respect to parts manufactured by any entity other than the TC holder. We propose language such as the following: “A design approval holder can not prohibit the FAA from approving use of the design approval holder’s ICA as ICA for PMA parts, where the FAA has determined the existing ICA to be acceptable. In this case, the PMA holder, and not the TC holder, is responsible for the adequacy and correctness of the application of the approved ICA to parts produced by the PMA holder, and the DAH may advise the ICA user of this fact.”	*Non-concur: All PMA require assessment of existing ICA and supplemental ICA must be prepared as necessary. (Ref: Order 8110.42C).  The FAA acceptance/approval of either the assessment or the supplemental ICA is sufficient for the PMA applicant to comply with the ICA requirements.  There is no reason why a type certificate holder cannot advise owner/operators of separate ICA responsibilities for the original product and subsequent design changes by others, and that the ICA user should use care in using the appropriate data.
Rolls-Royce - 2	4-9	4				the following new language has been added: “(If CMM	As the FAA is well aware, there have been numerous reports	Rolls-Royce requests that the added language be amended to read: “(If	*Nonconcur: There is sufficient discussion

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						<p>information was developed to demonstrate compliance to 14 CFR §§ 21.50 and 26.1(a), then the CMM is part of the ICA).”</p>	<p>submitted to the FAA under 14 CFR Part 13, alleging violations of the regulations related to DAH obligations with respect to ICA. These allegations have been made by third parties seeking access to proprietary information included in the TC holder’s Component Maintenance Manual (“CMM”) or other TC holder proprietary maintenance documents that are not incorporated in the ICA. None of the Part 13 proceedings has resulted in an FAA finding against a TC holder. The FAA has made clear that information in a CMM that is not included as ICA is not subject to ICA obligations. The FAA expresses this in Chapter 6, paragraph 4.c of the draft Order. To avoid additional costly and time consuming complaints and protests, the FAA should confirm the existing FAA interpretations related to whether information in a CMM is included in ICA and should make clear that the added language does not change the existing interpretations.</p>	<p>CMM information was developed to demonstrate compliance to 14 CFR § 21.50 and 26.1(a), then the CMM is part of the ICA. Consistent with Chapter 6, paragraph 4.c of this Order, CMM material or other Type Certificate design approval holder proprietary information are ICA only if referred to in higher-level ICA (aircraft, engine, or propeller ICA) as the source of information for continued airworthiness actions.)”</p>	<p>that explains that component level data (CMM) that is included or referenced in the ICA is part of the ICA, and that information that is not included or referenced is not ICA.</p>
Rolls-Royce - 3	4-10	4	12			<p>the following new language has been added: “(If component overhaul manual information was developed to demonstrate compliance to 14 CFR §21.50 and 26.1(a), then the component overhaul manual is part of the ICA).”</p>	<p>Rolls-Royce is concerned this statement could inadvertently expand the definition of ICA by linking the purpose for which the original information was developed to whether it constitutes current ICA. The determination of what constitutes current ICA should be based on what information was submitted to the FAA, and subsequently approved by the FAA, as the</p>	<p>Rolls-Royce requests that the added language be amended to read: “(If component overhaul manual information was developed to demonstrate compliance with 14 CFR §§ 21.50 and 26.1(a), and it is also part of the version of the ICA currently approved by the FAA, then such component overhaul manual information is part of the ICA.)”</p>	<p>*Nonconcur: Although the language in paragraphs 4-11 and 4-12 is somewhat redundant on the issue of incorporation by reference, the issue of the currency status of referenced documents and the principal ICA document should be fundamental and clear; and no further change to the order is necessary.</p>

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							<p>current ICA. The TC holder has the right to structure and format the ICA as it finds appropriate provided that adequate instructions are available to allow the operator to maintain the product's airworthiness and the ICA satisfy FAR ICA content requirements. We believe that a DAH has the right to seek FAA approval of changes to its ICA, see FAR § 21.50(b), and that these changes may modify the ICA in any way that results in ICA that continue to satisfy regulatory ICA content requirements. Rolls-Royce is concerned that the new language could be construed as preventing the TC holder from revising or restructuring its ICA and/or modifying the material that is incorporated by reference. Rolls-Royce believes that would not be in the public interest.</p>		
Rolls-Royce - 4	2-1	2	2			<p>the following new language has been added: "The ICA must contain information on each item installed on the product."</p>	<p>To the extent that this merely reiterates language such as that found in Part 25, Appendix H, Sections H25.1 ("must include the information essential to the continued airworthiness of the airplane") or H25.3(b) ("Scheduling information for each part of the airplane and its engines, auxiliary power units, propellers, accessories, instruments, and equipment..."), Rolls-Royce concurs with the language. However, we are concerned that inclusion of this language in a section titled "Purpose of ICA" could be misinterpreted to imply a broader</p>	<p>In light of efforts by entities to obtain proprietary data from TC holders beyond the information required to be in, or actually in, the ICA, we believe that this language should be omitted, particularly since content requirements are already adequately addressed in Chapter 4 and the appendixes of FAA Order 8110.54. If the FAA elects to leave the added language in the Order, we recommend that the added language be amended to read: "The ICA must contain information on each item installed on the product sufficient to ensure that the ICA includes information essential to the continued airworthiness of the airplane."</p>	<p>*Nonconcur: The term and language is specifically used in the regulation. The sentence has been revised to include the term "or part" to be consistent with the ICA language in 14 CFR parts 33 and 35.</p>

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							meaning than it would if language about content requirements were expressed in other parts of the Order, such as Chapter 4 and the appendixes.		
Snecma -1	2-2	2	3			PMA are added as design approval needing ICA, but only for these substantiated by test and computation. All PMA, even these obtained by identity should have their own ICA.	Under 14CFR 21-50, the holder of a design approval shall furnish at least one set of complete Instructions for Continued Airworthiness. That applies to all types of PMA, including those approved by identity and not only by computation.	Delete “(test and computation)” in Chapter 2, §3, page 2-2.	Concur: All PMA require assessment of existing ICA and supplemental ICA must be prepared as necessary. (Ref: Order 8110.42C)
Snecma - 2	2-2	2	5			“A design approval holder can not prohibit the application of their ICA to PMA parts where the FAA has determined existing ICA to be acceptable.” This sentence does not contradict statement provided by some Type Certificate Holder (TCH) in their documentation. TCH should not endorse any responsibility for such FAA determination.	A Type Certificate Holder publishes and periodically updates Instructions for Continued Airworthiness for TCH Life Limited Parts in accordance with 14 CFR 33.4 (FAA) and CS-E (EASA). All technical documentation and information contained in TCH ICAs for Life Limited Parts, including assembly and disassembly, cleaning, inspection methods and limits, repair methods and limits, operational limits, life limits and the like are predicated on the use of TCH attaching hardware. TCH ICAs apply to TCH Life Limited Parts operated in TCH approved configurations. For this reason, a TCH does not have the technical capability to provide technical advice or continued airworthiness support for TCH Life Limited Parts operated in conjunction with non-TCH attaching parts.	Add that the FAA understands, as it is stated in SAIB NE-08-40, that “the TC/PC holder has no knowledge or data about the PMA and STC parts installed in the product and, therefore, can only assess the airworthiness and systems effects of their parts installed in the product”, for a TCH known configuration.	Nonconcur: This comment is relevant to continued adequacy of type certificate holder ICA and beyond the scope of this order and order revision. The effect of the PMA part on the product on which it is installed is evaluated as part of the approval process.
Snecma – 3	4-9	4	11			The potential integration of part of documentation "as the appropriate location for the	Only the referenced parts should become part of ICA	Detail sentence in parenthesis as following: “(If particular CMM information was developed to	*Concur: Although this comment is somewhat unclear it appears to

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						ICA" should not mean that the complete documentation manual or that all Documentation should be considered as part of the ICA.		demonstrate compliance to 14 CFR §§ 21.50 and 26.1(a), then this particular CMM information is part of the ICA).	be related to the issue(s) addressed in Item 55.
Snecma – 4	4-10	4	12			The potential integration of part of documentation "as the appropriate location for the ICA" should not mean that the complete documentation manual or that all Documentation should be considered as part of the ICA.	Only the referenced parts should become part of ICA	Detail sentence in parenthesis as following: "(If <b>particular</b> component overhaul manual information was developed to demonstrate compliance to 14 CFR §§ 21.50 and 26.1(a), then this particular component overhaul manual information is part of the ICA).	*Concur: Language already changed, see Item 55.
Snecma - 5	3-1	3	2			Air Transport Association's iSpec 2200, Information Standards for Aviation Maintenance, latest edition, and General Aviation Manufacturers Association's Specification No. 2, Maintenance Manual, dated September 1, 1982 standards are quoted. But ASD S1000D standard is not quoted.	Since an MOA was signed between AIA, ATA and ASD on S1000D and since S1000D has become the new documentation applicable standard for any new commercial project since the B787, suggestion is made to reference the ASD S1000D as an other applicant to sample format.	Add reference to ASD S1000D as another sample format in §2a How to Format the ICA.	*Concur: Added, plus a note suggesting obtaining concurrence of the standard/format/media to be used early in the ICA development process.
Dassault Falcon Jet Corp. Little Rock Ar. -1	2-1	2	2			In this paragraph it states "The ICA must contain information on each item installed on the product" We believe this statement is too broad.	The term "each item" could be misinterpreted to mean every nut, bolt and rivet in the aircraft.	We suggest a more general statement such as "The ICA must contain information on each item that is maintenance significant as determined by the manufacturer that is installing the product."	*Nonconcur: "Each item" is the specific regulatory language requirement. Some nuts, bolts, and rivets must have specific instructions. The person developing the ICA must determine what is "essential" in regard to "each item."
Argo-Tech Corp. (Eaton Corporation)	2-2	2	5			Argo-Tech Corporation's comments concern the new language being proposed for Chapter 2, Item 5 of the draft Order which states: "A design approval holder can not prohibit the application of their ICA [instructions for continued airworthiness] to PMA parts where the FAA has determined	The quoted language from the draft Order provided above allows the FAA and the manufacturer of PMA parts to assume that a PMA part can use the Type Certificate Holder's ICA safely and as a matter of right. Argo-Tech Corporation disagrees with both of those assumptions.	It is our recommendation that the above quoted language be deleted when the final version of FAA Order 8110.54A is issued. Should the quoted language not be deleted then we recommend that an additional sentence be added which states: "The manufacturer of PMA parts is responsible for the initial acceptability and continued	Partially concur: A requirement will be added for both PMA and STC applicants, which use part or all of existing product ICA, to either specify the product ICA version on which their assessment is based, or, provide a process that monitors product ICA for continued acceptability.

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						existing ICA to be acceptable.”		acceptability of the ICA throughout the life of the Type Certificate." This will make clear that the existence of alternate parts will not be the responsibility of the Type Certificate Holder as the Type Certificate Holder updates ICAs.	
Boeing Commercial Airplanes – 1	2-1	2	3			Boeing proposes that this paragraph be rewritten to clarify that, although 14 CFR §21.50 applies to all design approval holders, 14 CFR §26.1(a) does not.	Due to the complexity associated with identifying designs that would need to be assessed for their impact on an enhanced wiring maintenance program, only type certificates and amended type certificates were included in the part. In fact, §26.1(d) specifically excludes supplemental type certificates from the requirement to provide ICA. The absence of the applicability to PMA and TSOA from mention in §26.1 also necessitate the revision of this paragraph.	Clarification requested on these issues.	Concur: However, EWIS/EPAS has been determined to be beyond the scope of this order.
Boeing Commercial Airplanes – 2	2-2	2	5			Boeing proposes that the last highlighted sentence be revised as follows:  <i>"A design approval holder cannot prohibit the application of their ICA to PMA parts where the FAA has determined existing ICA to be acceptable; <b><u>nor is the design approval holder responsible for advising holders of PMA of changes to ICA.</u></b>"</i>	This revised statement is applicable to any applicant for a design approval that references the instructions for continued airworthiness of another. Type certificate holders are not normally consulted when a third party (STC, PMA, TSOA applicant) refers to the ICA of the type design as applicable to their third-party design. It is the responsibility of the design approval holder to assess the continued applicability of the instructions for continued airworthiness referenced in their design approval.	Revision requested to clarify this issue.	Concur: A requirement will be added for both PMA and STC applicants, which use part or all of existing product ICA, to either specify the product ICA version on which their assessment is based, or, provide a process that monitors product ICA for continued acceptability.
Boeing Commercial Airplanes – 3	3-1	3	1			Use of the term "document" refers to a traditional bound-	Boeing is moving from a traditional document-based	Please review this and other portions of the proposed Order with the	*Concur: Full resolution, description of

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And: Global						paper book containing printed information. Continued use of this term may restrict the implementation of new forms of information access and delivery.	transmittal of instructions for continued airworthiness to one based upon access to internal and external databases. Rather than maintaining paper or electronic data at the operator's many sites, the operator will be able to access accurate and timely information from one source.	purpose of replacing the term "document" with either "instructions" or "data."	acceptable non-paper formats, is beyond the scope of this revision and will be addressed in a later revision.
Boeing Commercial Airplanes – 4	3-1	3	2	b		Delete paragraph 2.b. regarding requirements for a "principal manual."	The "principal manual" is the document that contains the airworthiness limitations and the statement that the section is approved by the FAA under 14 CFR §43.16 and §91.403 [Appendix H25.4(b)]. It is also described within FAA guidance [AC 33.4-1] as being the maintenance document that provides maintenance scheduling information. There currently are no requirements within either Part 21 or Part 25 that the "principal manual" must also provide a table of contents of the other documents that comprise a design approval holder's instructions for continued airworthiness. We maintain that the design approval holder should determine the arrangement and content of the documents that provide the instructions for continued airworthiness. It is not currently -- nor should it be -- a requirement or a regulator's expectation that a table of contents be included within the "principal manual" of the instructions for continued airworthiness.	Deletion of the requirements of the paragraph is requested.	Nonconcur: Much of this request would require a regulatory change, which is beyond the scope of this revision. The "principal manual" is conditionally required by the regulation; if there are multiple manuals. In essence multiple physical "binders," or, an electronic information retrieval system constitute "multiple manuals." While neither a table of contents, nor index, is specifically required it is difficult to see how the "practical arrangement" requirements of H25.3(b) cannot be met without such information if the information constitutes more than a few pages.
Boeing Commercial	3-3	3	3	d	1	Please note via a revision bar	Editorial comment.	Editorial modification requested to	Concur:

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Airplanes – 5						that the last sentence of this paragraph was changed to include a reference to §26.1(a).		show where change has made in the proposed revised Order.	However, EWIS/EPAS has been determined to be beyond the scope of this order.
Boeing Commercial Airplanes – 6	4-2	4	3	a	11	Boeing requests that paragraph (11) be deleted from this section as there is no requirement in Part 25 that the instructions for continued airworthiness include a method of parts configuration control.	To expect or require that design approval holders include a method for parts configuration control into the instructions for continued airworthiness without an appropriate requirement in Part 25 would be inappropriate.	Revision requested to correct/clarify this item.	Concur: IPC and MDL data is beyond the regulatory requirements. However, if properly maintained they are a valuable benefit to maintainers and therefore are encouraged.
Boeing Commercial Airplanes – 7	4-4	4	4	a	9	Please include a period at the end of paragraph (9).	Editorial comment.	Editorial correction requested.	Concur: Changed
Boeing Commercial Airplanes – 8	4-9	4	10	a		Please remove reference to 14 CFR part 26 from this section.	Part 26 requires that design approval holders make available to affected persons instructions for continued airworthiness that comply with the requirements of Appendix H, paragraphs H25.5(a)(1) and (b). Those paragraphs require inclusion of EWIS maintenance and inspection requirements, including procedures and intervals for performing those procedures, in the form of a document appropriate for the information to be provided. EWIS maintenance practices in a standard format, which is the definition of a Standard Wiring Practices Manual, is an ICA requirement specified in Appendix H, paragraphs H25.5(a)(2).	Revision requested to correct/clarify this item.	Concur: However, EWIS/EPAS has been determined to be beyond the scope of this order.
Boeing Commercial Airplanes – 9	B-4	B				Boeing suggests deleting the Note that has been included in the Transport Category Aircraft ICA Checklist that states:  <i>"NOTE: If there are no</i>	The established industry standard is to note changes when actual changes are made to maintenance documents, including instructions for continued airworthiness. When there are no changes, the	Deletion/clarification request ed.	Concur: These requirements will be removed. The intent was to highlight changes to ICA to ensure they are noted. In reality the TC holders ICA will become

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						<i>additional or new overhaul requirements, the ICA should clearly state 'No additional overhaul time limitations,'"</i>	document remains as originally published. Expecting or requiring that a note be included when a change has not been made would require revision of the document for every airplane every revision cycle. This would create an unnecessary burden in terms of costs and resources. (Expecting or requiring this note would also conflict with Boeing plans to update our maintenance documentation review and publication processes.)		cluttered or ambiguous. Such changes, or lack thereof, driven by STC and PMA ICA will be obvious.
Boeing Commercial Airplanes – 10 And: /B-6/B//	B-5	B				Boeing requests deletion of the portion of the Transport Category Aircraft ICA Checklist that states:  <i>"If there are no new (including changes) Airworthiness Limitations associated with the project, the Airworthiness Limitations Section should include the following statement: 'There are no new (or additional) Airworthiness Limitations associated with the equipment and/or installation.'"</i>	The established industry standard is to note changes when actual changes are made to maintenance documents, including instructions for continued airworthiness. When there are no changes, the document remains as originally published. Expecting or requiring that a note be included when a change has not been made would require revision of the document for every airplane every revision cycle. This would create an unnecessary burden in terms of costs and resources. (Expecting or requiring this note would also conflict with Boeing plans to update our maintenance documentation review and publication processes.)	Deletion/clarification requested.	Concur: These requirements will be removed. The intent was to highlight changes to ICA to ensure they are noted. In reality the TC holders ICA will become cluttered or ambiguous. Such changes, or lack thereof, driven by STC and PMA ICA will be obvious.
GE Aviation – 1	2-1	2	1			GE disagrees with the last sentence in the paragraph suggesting that a DAH is responsible only for “ensuring there is enough information” in the ICA. For any DAH that is not the initial product level ICA provider (i.e. TCH), the DAH	14 CFR §21.50(b) requires that each DAH furnish an ICA applicable to their design.  The suggestion that any DAH can simply “ensure” that the baseline (i.e. TCH) ICA has enough information is contrary to this	Change the sentence to read:  “The <b>TCH</b> design approval holder is responsible for ensuring there is enough information in the ICA to maintain the continued airworthiness of the product. <b>Other DAHs are required to develop and furnish an</b>	Nonconcur: The requirement to assess existing ICA and either determine the existing ICA is acceptable or develop the necessary changes fulfills the requirement to develop ICA. The requirement to furnish/make

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						must “furnish” ICA in accordance with 21.50(b) for the DAH’s part design, just as the TCH “furnishes” ICA for the product.	regulation.	<b>ICA applicable to their part, which includes sufficient information to maintain the continued airworthiness of their part in the product.”</b>	available the related ICA is the same as for other design approval holders (type and supplemental type certificates). The intent of all ICA is to maintain the airworthiness of the product, not just constituent parts.
GE Aviation – 2	2-1	2	2			GE recommends clarification to the third sentence.	<p>There is no regulatory definition of “item,” so it is not clear what this sentence is intending to accomplish or change.</p> <p>Appendix A to Part 33 states: (b) The Instructions for Continued Airworthiness for each engine must include the Instructions for Continued Airworthiness for all engine parts. So, TCHs must provide ICAs to receive a TC</p> <p>The sentence would be applicable to post-product certification DAHs, e.g. PMA, TSO, Major Repairs or Alterations, who provide “items” at the piece part level and who are required to furnish ICAs for their part and its impact on the product.</p>	Clarify the purpose and intent for the additional sentence.	<p>*Concur: At the time the subject regulations were developed it was uncommon for engine and propeller type design to include parts/items/components beyond those necessary to meet the airworthiness standards. Most such “accessories” were usually part of the powerplant installation and were addressed by the aircraft airworthiness standards. Today, if parts/items/components for aircraft services etc. are part of engine or propeller type design then the intent of the regulation could clearly extend to include those things.</p> <p>The ICA rules for parts 33 and 35 clearly apply to repairs, alterations, parts approvals etc., including PMA.</p> <p>Language changed to cover “items” and “parts.”</p>
GE Aviation – 3 (2-2, 3)	2-1	2	3			GE supports the addition of PMA (test and computation) and TSO to the list of applicable DAHs, but think that PMA by Identity (without license) is also a Design Approval that should be included.	GE is aware of several instances where PMA by Identity was approved with changes to design, manufacturing processes, or materials that resulted in a design different from the TCH design – i.e. not “true” identity.	<p>Add an additional bullet to the list:</p> <ul style="list-style-type: none"> <li>Parts Manufacturer approval (PMA) (Identity without license).</li> </ul>	<p>Partially Concur: All PMA require assessment of existing ICA and supplemental ICA must be prepared as necessary. (Ref: Order 8110.42C)</p>

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							<p>PMA by Identity with License already has a design approval and applicable ICAs (via the TCH or STC ICAs), so should not be considered an independent DAH that is required to furnish separate ICA.</p>		
GE Aviation – 4	2-2	2	5			<p>GE objects to these two sentences.</p>	<p>Sentence 1: A PMA DAH applicant must do more than just “consider” the “effect” on the product ICA. As required by §21.50(b), a PMA DAH must “furnish” ICA applicable for his part, which should also include any effects of his part on the product.</p> <p>If a PMA or Major Repair/Alteration Provider determines that the requirements in the existing product level ICA should be the same for their part, they can provide an ICA that has the same recommended instructions, but clearly references the DAH’s part number and the applicable company/person who holds the design approval.</p> <p>The FAA practice identified in this Order and in 8110.42, which permits part-level DAHs to “show or state” that TCH ICAs apply to their design approval is contrary to the requirements of §21.50. This practice is also potentially unsafe. The underlying design assumptions, analysis, and manufacturing methods can be different for a different DAH, so the baseline</p>	<p>Sentence 1: Change to read:  <b>“A PMA applicant must furnish an ICA for his part that provides sufficient information to maintain the continued airworthiness of the product with his part installed.”</b></p> <hr/> <p>Sentence 2: Delete the sentence.</p>	<p>Sentence 1.                      Partially concur:                      The requirement to furnish/make available the related change ICA, or a notification that the existing ICA is sufficient, is the same as for other design approval holders (type and supplemental type certificate) and meets the regulatory requirements. This will be clarified. Then, providing a statement of acceptability, or, an ICA with necessary changes satisfies the requirement to furnish/make available ICA.                      A requirement will be added for both PMA and STC applicants, which use part or all of existing product ICA, to either specify the product ICA version on which their assessment is based, or, provide a process that monitors product ICA for continued acceptability.</p> <p>Sentence 2.                      Nonconcur:                      As discussed in Rolls-Royce #1 the FAA sees no reason why a design approval holder cannot advise interested parties of the source of certain ICA data and further that the data user should</p>

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							<p>product-level ICAs may not be applicable to an independent part DAH. Often a product-level ICA provider makes changes to its ICA over time because of known field performance characteristics, but there is no process by which such changes are evaluated against any other design approvals the FAA has issued as a replacement or alteration for the TCH part (e.g. PMA) either previously or in the future. In this regard, a PMA DAH cannot ensure compliance to the ICA requirements when changes in ICAs are made without regard to the PMA DAH.</p> <p>GE also believes it would be more beneficial and safe for operators and maintenance providers to have access to clear ICAs that apply to specific part numbers. This would ensure they work to clear instructions, understand who the accountable DAHs are, and mitigate the possibility of using instructions that are technically inappropriate for a part designed by a different DAH.</p> <hr/> <p>Sentence 2:</p> <p>The FAA acknowledged in SAIB NE-08-40 that a TCH is not able, nor required to assess the applicability of its ICA to other than the type design of its TC. A TCH and other DAHs have a right and a responsibility to</p>		<p>be vigilant to ensure the proper data is applied.</p> <p>Where the FAA has determined product (or other ICA) to be applicable to subsequent design changes, including STC, PMA, and repairs and alterations, the subsequent user is responsible for that new data usage. If the subsequent user, with FAA acceptance/approval, has found the data to be appropriate for the new use then the continued use of the product level data is likely to be the best data to ensure airworthiness at the product level with the new design incorporated.</p> <p>In essence the application of existing ICA is similar to the application of other retained design.</p>

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							<p>clearly identify the appropriate basis, use and application of its technical recommendations (ICA). DAHs also have the right and responsibility to identify to which parts it's technical recommendations apply.</p> <p>Operators are ultimately responsible for defining maintenance and ensuring continued airworthiness of their products. GE believes it is important for operators to understand the origin and source of data being used to make such determinations.</p> <p>This sentence will subject TCHs and other DAHs to potential liability. The FAA has no statutory or regulatory authority to inhibit a DAH's ability to disclaim applicability and warn users about limitations of their furnished ICA data. This proposed sentence arbitrarily, unfairly, and without justification impedes a DAH's right to limit its potential liability.</p>		
GE Aviation – 5	2-2	2	7			<p>GE believes major repairs should have ICAs provided by the developer of the repair.</p>	<p>Major repairs and alterations can introduce changes to the type design – such changes are not exempt from design approval considerations simply because they are done under the Part 43 maintenance rules.</p> <p>As a design-like approval, they should be held to the same standards as DAHs.</p>	<p>Change the first sentence to read:                      "... we require the developer of the repair to <b>furnish an ICA.</b>"</p>	<p>Partially concur:                      The data developer is required to assess existing ICA and provide whatever additional ICA or changes to ICA that are necessary to maintain the airworthiness of the repaired product.</p>
GE Aviation – 6	2-3	2	8			<p>GE believes major alterations</p>	<p>Same rationale as for 2-2, ¶7</p>	<p>Change the first sentence to read:</p>	<p>Concur:</p>

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						should have ICAs provided by the developer of the alteration.		“... we require the developer of the alteration to <b>furnish an ICA.</b> ”	Partially concur: The data developer is required to assess existing ICA and provide whatever additional ICA or changes to ICA that are necessary to maintain the airworthiness of the altered product.
GE Aviation – 7	3-1	3	1			<p>GE generally supports the new paragraph, but thinks it needs clarification.</p>	<p>GE agrees with the concept that all DAHs must provide ICAs and a plan how they plan to distribute the ICAs. However, the second sentence, as written, suggests that a DAH’s distribution program can include changes to the ICA made by independent DAHs, which the baseline product-level ICA provider has no knowledge of or control over (and vice-versa).</p> <p>In this regard, it is impossible for the product-level DAH/TCH to anticipate and have a plan to distribute the proliferation of several hundred thousands of possible product configurations that may result from independent part-level DAH’s part installations. Likewise, it is impossible for the independent part-level DAH to ensure that it has a plan to distribute changes made by other DAHs (e.g. TCH). No DAHs could comply with the requirement to provide a distribution plan or ensure revisions based on this wording, or based on the FAA’s practice of not requiring each DAH to furnish – i.e. provide – its own specific set of ICAs.</p>	<p>Change second sentence to read:</p> <p>“The submittal must include applicants’ program showing how they plan to distribute changes to the ICA made by them, or by manufacturers of appliances installed <b>under their design approval.</b>”</p>	<p>Concur: It is not the intent of the FAA to impose a duty to maintain subsequent use of their ICA. This falls on the subsequent users of the data.</p> <p>Language will be clarified to show the spirit or the suggestion, which is specifically included in the regulation(s).</p>

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GE Aviation – 8	3-3	3	3	e		GE supports the addition of the last sentence requiring additional review of ICAs by an AEG office, but thinks the sentence needs some clarification.	It is not clear what the “appropriate” AEG office is. GE presumes “appropriate” is meant to refer to the AEG office that has the data, knowledge, and understanding of the product-level ICA, and responsibility and oversight for the continuing airworthiness at the product level.	Revise the sentence to read, “PMA ICAs will be reviewed by the AEG office <b>having responsibility and oversight of the product</b> ”.	Nonconcur: FAA must retain the flexibility to have whatever office or offices deemed appropriate be involved in certification projects.
GE Aviation – 9 (3-3, 3e2)	3-3	3	3	e	1	GE objects to the statements and practice of allowing a DAH to provide only an “impact assessment” or “statement” that existing ICA apply.	This practice is contrary to the requirements of §21.50, is potentially unsafe as changes to existing ICA are made during ongoing operation, and is contrary to the concept of DAH accountability. Throughout the regulations, applicable Orders, SAIBs and recent RAF report the FAA has made clear that <u>all</u> DAHs are accountable for their design, continuing airworthiness of their parts, and accountability for managing their field performance. This is impossible to do with a premise where a DAH does not have to submit its own ICA.  See also Rationale Comments under Page 2-2, ¶5.	Change these sections to make clear that a DAH introducing product changes through PMA must furnish/submit its own ICA (as is required for a TCH or an STC) for its part, and also an impact assessment for the remainder of the ICA for the product.	Nonconcur: The process of developing and submitting an assessment of continued applicability of existing ICA, or as necessary, proposed changes to ICA satisfy the requirement for development.  Then, depending on the outcome of the approval providing, as appropriate, a statement of continued suitability of existing ICA or revised/new ICA satisfies the furnish/make available provisions.
GE Aviation – 10 (4-7, 8 4-10, 11g)	4-5	4	6			GE disagrees with referencing the IPC or MDL as a piece of the ICA because neither are part of a Type Certificate and should not be used as a configuration tool.  GE also does not believe it is appropriate to include the MDL as part of the ICAs because it does not want to make MDL	However, GE agrees that configuration control of products in the field is an essential part of continued airworthiness and safety. GE is concerned with the current practices and processed used to determine whether a part complies with the type design and is eligible for installation during maintenance. The current ICA rules do not specifically include a	Maintain the item “11” in paragraph 6 on page 4-6, but delete ( <b>eg., IPC, MDL</b> ). Maintain the item “10” in paragraph 8 on page 4-8, but delete ( <b>eg., IPC, MDL</b> ). Maintain paragraph “g” on page 4-10, but delete; <b>For example an IPC or MDL</b> .  GE would support an FAA study for	Concur: IPC, MDL, etc. have been removed as “required” data. Some form of configuration control is still desirable.

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						available to any persons under §21.50(b).	requirement for configuration control, there is no existing advisory material regarding configuration control, and today's products can have many configuration complexities due to factors such as service bulletins, AD implementation, upgrades, model changes, and multiple DAH approved part sources.	potential rulemaking that would require a clearly defined configuration management system with appropriate structure to allow owners/operators to easily and consistently control product configuration, which could then form the basis for part of the ICAs.	
GE Aviation – 11	5-1	5	1			GE supports the last sentence which reads, “you must advise all applicants that they have to develop ICA for every design approval application”	We believe this is in accordance with §21.50 and consistent with requiring all DAH to be responsible for their design and its continuing airworthiness. However, this standard appears to only be applied to TC and STC holders, but not other DAHs (e.g. PMA) who are allowed to simply “state” that the product-level ICAs apply to their design.	Use the rationale of this sentence to support changes to Section 3-3, ¶e and make clear that <u>all</u> DAHs must <u>develop</u> and <u>submit</u> an ICA with their name and with reference to their part number.	Nonconcur: The process of developing and submitting an assessment of continued applicability of existing ICA, or as necessary, proposed changes to ICA satisfy the requirement for development.  Then, depending on the outcome of the approval providing, as appropriate, a statement of continued suitability of existing ICA or revised/new ICA satisfies the furnish/make available provisions.
GE Aviation – 12 (5-1, 1b)	5-1	5	1	a		GE believes adding the clarification of the review and delegation process for ICAs is a positive move. This should provide a standard approach.		Keep the new sections (a) & (b)	Noted:
GE Aviation -13	5-2	5	1	i		GE disagrees with the statement allowing an “assessment showing there is no ICA”.	See comments throughout this Comment Log.	Change first sentence to read, “Should not normally issue design approvals before you and the AEG have concurred, where applicable, <b>with the ICA provided by the applicant.</b> ”	Partially concur: The statement “no ICA” should be “no changes to ICA.” The balance of this comment should be suitably addressed by other discussion regarding subsequent use of existing ICA.
HEICO Aerospace – 1	2-3	2	7			At the end of paragraph 7, FAA order 8300.14 is referenced. However, we believe that the final version of this Order has	n/a	Remove the reference to Order 8300.14 or reissue Order 8300.14	Concur: Reference removed.

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						not been officially reissued.			
HEICO Aerospace – 2	2-3	2	8			This paragraph in general is not specific enough for the proper control and distribution of important ICA documents as stated.	ICA changes must be reviewed and accepted by the FAA. All changes should be clearly identified and properly distributed in a manner approved by the FAA.	In 9.a.(2) delete “all owners of the product” and replace with “any person who must comply”, and then add the following: 9.a.(3). <b>Any document that contains a change to the ICA must be reviewed and accepted by the FAA. The change must be clearly identified and after FAA acceptance it shall be distributed to all owners and any other person required to comply with the ICA. It shall be distributed in accordance with the FAA approved ICA program.</b>	*Nonconcur: Changes to ICA are allowed to be distributed prior to FAA acceptance per Ch 5, para 5-1,1 provided airworthiness limitations and certification maintenance requirements are not affected. The proposed distribution is contrary to the guidance in Ch. 6, para. 6-4.
HEICO Aerospace – 3	2-3	2	9	b		There is some confusion in the industry as to exactly when a service document contains ICA and if the document is FAA approved or accepted.	This paragraph conflicts with AC33.4-1 para 9, with respect to the types of publications that can include ICA “should not be in unreferenced documents, such as service letters” AC20-114 is a very good reference for the portions of manufacturer’s service documents that require FAA approval.	Expand on the clarification of when a service document becomes ICA and what parts of the service document are FAA accepted.  Specific recommendation: Delete service newsletters; and service digests or magazines. Insure consistency between this Order, AC33.4-1 and AC20-114.	*Concur: Service documents should not be considered ICA unless they specifically contain language that they are ICA, typically either an addition or revision to existing information. It is expected that this advance/interim information be incorporated into the ICA documents. The user should determine the impact of the change on such as carrier maintenance programs and if major repairs and major alterations are involved. If the document is FAA approved that fact, and and conditions or limitations should be clearly shown. If the intent of the document is to affect ICA the design approval holder is expected to process it as any other ICA change, and it becomes approved.
HEICO Aerospace – 4	5-2	5	1	k		The review of the ICA program for acceptability and distribution	The applicant must include in its’ ICA program the method to make	Add the following after the first sentence in 5-2, 1.k. <b>‘The review and</b>	*Concur: Examining such business

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						by the FAA should be expanded. In order to properly evaluate the applicants overall ICA program for initial provisioning and ongoing revision support of ICAs, the FAA must include various applicant agreements that make up the basis for controlling the ICA.	available and distribute ICA. This is to insure the availability to any other person required to comply with this chapter. The DAH must include as part of the FAA review, other support documents such as General Terms Agreements and/or Purchase and License Agreements if they have any effect on availability and use of the ICA.	<b><i>approval of the applicant’s distribution program shall include a review of any document used by the applicant to distribute the ICA (such as, but not limited to, licensing agreements, general terms agreements, or purchasing agreements). This review is to insure that any provisioning document does not contain restrictions on use or availability that may conflict with the CFR and its intent. The ICA must be distributed to all owners and any other person required to comply with the ICA in accordance with the FAA approved ICA program.”</i></b>	arrangements are currently beyond the scope of the FAA’s policy and procedures, and beyond the scope of this revision. With the current extent of supplier production and increasing complexity of business arrangements the subject will be investigated and guidance added in a future revision if necessary.
HEICO Aerospace – 5 (6-1, 3b 6-1, 3c)	6-1	6	3	a		The section “Changes to ICA” states in the first sentence “...the design approval holder make changes to the ICA available to any person who must comply with them.” But in the following subparagraphs (a, b, and c), it refers to “all owners”. The lead in sentence to the subparagraphs should be revised to indicate “any person who must comply...”	Consistency within the Order.	Revise lead in sentence at the end of para 3. to state “ <b><i>Instruct approval holders they can distribute changes to ICA to all owners and any person who must comply with them using:...</i></b> ” Then remove the words “to all owners” from the sub paragraphs a, b and c, since it is covered in the lead in sentence. It is further recommended that for consistency throughout the Order, the statement “all owners” should be expanded to include “any person who must comply with the ICA”.	Nonconcur: The regulation does not explicitly specify that owners, as a group, must have changes made available.  The regulations and order provide access to changes assuming that owners are required to comply with the ICA.  Follow-on paragraphs provide guidance for providing ICA and changes to “any other person.”
HEICO Aerospace – 6	6-2	6	4	a	3	The sentence stating “currently rated” should be revised to include those repair stations also in the process of being rated by the FAA under Part 145	It is common for the FAA to be working with a certificated repair station in order to expand their current rating to include additional capabilities. They will need the current ICA they are entitled to in order to receive a full approval from the FAA.	Revise the first sentence in paragraph 4 a. (3) to state “ The requestor (repair station or individual) of the ICA is <b><i>currently rated or in the process of being rated by the FAA</i></b> for the product/part, has the product/part listed in.....	Nonconcur: The availability of ICA under 21.50(b) is based on the AGC-210 memo, dated April 14, 2003. This memo emphasized “currently” as in present, and not forward looking.
HEICO Aerospace – 7	6-2	6	4	c		This paragraph remains a confusing statement. If the	The owner must have all maintenance instructions made	Revise paragraph c to correct the statement that “CMM or repair	Nonconcur: Existing language should be

Commenter	Page	Ch.	P	Sp	Ssp	Comment	Rationale	Recommendation	Disposition
						component has ICA it must be referenced in the higher level ICA. Aircraft manufacturers are very specific about maintenance and ICA support required from their suppliers before they will contract with them to be on the airplane. Furthermore, this Order is also very specific about the requirements in the ICA checklists.	available in order to properly maintain the aircrafts airworthiness including various components that would have FAA accepted ICA. It is recognized that replacement action will maintain the aircrafts airworthiness for articles that do not have ICA requirements, but components that do have ICA requirements will be removed and in actuality be sent out for repair. These must have ICA made available in order to return the component to service.	documentation in not part of the ICA” to indicate that even though it may not be required to maintain the A/C airworthiness at the top level, the FAA required and accepted ICA may in fact exist and must be part of the overall maintenance instructions. Suggested replacement sentence; <b>“CMM or repair documentation may not be part of the top level ICA. However, FAA accepted ICA for these articles that were required as part of the design approval process, must be made available to all owners and any other person required to comply with the ICA in accordance with the FAA approved ICA program.”</b>	sufficient to administer ICA which includes component level data, either directly or by reference, or does not include component level data.
HEICO Aerospace – 8	6-2	6	4	c		This paragraph does not clearly address design holders ICA requirements for approvals of PMA and/or TSOA where the higher-level ICA does not refer directly to the applicable part or appliance.	It is common that the higher level ICA may not have all parts and/or articles with individual ICA referenced. However, ICA may in fact exist and has been accepted by the FAA during the design approval process. This should be noted in the Order.	Add a separate paragraph after paragraph 4 c that states: <b><i>For parts and/or articles that may have a separate PMA or TSOA design approval and ICA program requirement, the applicable ICA, if any, will be made available to all owners and any other person required to comply with the ICA in accordance with the FAA approved ICA program.</i></b>	Nonconcur: The suggested language addition may confuse the regulatory requirements in 21.50(b).  One goal of the ICA program is to standardize not only the ICA requirements but the expectations of maintainers on how to identify “supplemental ICA” and locate it.
HEICO Aerospace - 6	6-2	6	4	e		The last sentence of this paragraph refers to a commercial consideration which does not seem consistent with the purpose of the Order stated on page 1-1, Para. 1.	This sentence does not specify any impact on safety or applicant/FAA requirements but rather a business condition which is not in keeping with the Continued Operational Safety and regulatory aspects of this Order.	Remove this sentence from the Order.	*Nonconcur: The language in the subject subparagraph is extracted from various regulatory interpretations and policy decisions regarding 14 CFR § 21.50(b) in an attempt to explain and clarify the application of the rule.