

**MEMORANDUM OF UNDERSTANDING
AMONG
THE U.S. ARMY, AIR FORCE AND NAVAL SAFETY CENTERS,
HEADQUARTERS MARINE CORPS (SAFETY DIVISION) AND
THE U.S. COAST GUARD HEALTH AND SAFETY DIRECTORATE
FOR
SAFETY INVESTIGATION AND REPORTING
OF
JOINT SERVICE MISHAPS**

1. Subject. The working relationship, responsibilities and understanding among U.S. Army, Air Force, Marine Corps, Navy and Coast Guard (hereafter known as the "*services*") relative to joint service safety investigation and reporting of mishaps and incidents involving personnel, equipment and facilities. For the purposes of this Memorandum of Understanding (MOU), the term "*safety centers*" includes the U.S. Army, Air Force and Naval Safety Centers, Headquarters Marine Corps (Safety Division) and the U.S. Coast Guard Health and Safety Directorate.

2. Purpose. The parties recognize that the signatories hereto are tasked with investigating mishaps resulting in deaths, injuries and/or property damage that occur on their respective facilities, or involve their personnel and/or equipment. The purpose of this document is to clarify the "ownership" of a mishap when more than one service's assets are involved and to provide guidance for the establishment of the safety investigative board and the selection of investigators from multiple agencies. Additionally, guidance is provided regarding preservation of physical evidence at a mishap site and the spirit of cooperation and professionalism expected.

3. Scope. This MOU serves to establish agreements, responsibilities, procedures, and funding requirements for Joint Service Safety Investigations involving the services. Authority for investigation of military mishaps is contained in DODI 6055.7 and COMDTINST M5100.47.

4. Joint Service Mishap Definition. A "joint service mishap" is an incident involving two or more services in which one or more service(s) experience reportable injuries or damage, or involving joint programs where only one service experiences a loss and two or more services are/were involved in development and acquisition of a system.

5. Understandings, Agreements and Responsibilities.

a. The service safety chiefs will determine the accountability and responsibility for investigating and reporting of a mishap between the services. Normally, the convening investigating authority will be from the service experiencing the greater loss. That service's safety investigation directive will be used in investigating and reporting the mishap. The service safety chiefs have the authority to agree, on a case-by-case basis, to an alternate approach to a safety investigation, to include electing not to investigate.

b. The safety center which first becomes aware of a Class A, B, or C joint service mishap will provide immediate telephonic notification to the other services' safety centers. Each service will make available operational and technical experts for the safety investigation board as required. The service owning or controlling the facility where a mishap occurs or the service that is geographically closest, will secure, otherwise protect or preserve the mishap site to prevent

contamination or removal of evidence. This includes ensuring criminal investigative agencies do not disturb the mishap scene until released by the joint board president/senior member.

c. Joint service safety investigation boards will be comprised of the following representatives:

(1) Each involved service safety chief may send a safety investigator(s) to assist the board. This person will be a voting/primary board member, who is an expert in the operation and/or utilization of the facilities, personnel or equipment which are involved in the mishap. Those investigators will be granted access to all relevant information, both privileged and non-privileged and related board deliberations.

(2) Other board members may be required as determined by the involved safety centers.

(3) Voting/primary board members are only authorized to communicate with their respective service safety chief. The board president/senior member will authorize all other communications. Non-voting/non-primary technical advisors and observers may not discuss privileged or non-privileged investigative proceedings with their parent service without approval of the board president/senior member.

(4) Voting/primary board members work solely for the safety investigation board president/senior member and will be released at his/her discretion.

d. The joint service safety investigation board president/senior member will allow concurrent investigators access to the mishap site and non-privileged physical evidence.

e. Distribution. The safety investigation report format will follow the investigating service components' directive. All involved services will receive a complete, unredacted copy of the joint safety investigation board's report (message) and all subsequent endorsements. Supporting documents will be provided upon request. The service producing the safety investigation report will respond to requests for copies of the non-privileged portions of the report, to include requests from other DOD staff sections, organizations and commands, as well as requests from the public under the Freedom of Information Act (FOIA).

f. The joint service safety investigation boards' report endorsing chain will be determined by the investigating safety centers.

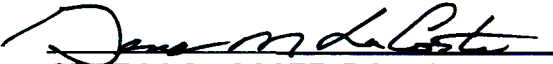
g. The services preparing the report will clearly identify recommendations targeted toward other services and forward to the other services safety centers. Each service's safety center will, in turn, forward to the appropriate agency, organization, and/or element those safety investigation board recommendations which are applicable to that service agency, organization, and/or element. Each service's safety center will track to completion the status of those recommendations and inform any other involved service's safety center of actions taken.

h. When there is a suspected material failure, the board president/senior member will submit the item(s) in question to the service-appropriate facility at which a comprehensive tear down analysis may be conducted. Each service will provide funding for the costs associated with the tear down analysis/engineering investigation of items owned by that service.

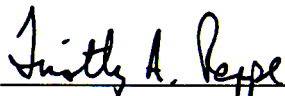
i. Each service will provide funding for travel, per diem, rental car, and other expenses incurred by its representative(s). The nearest military installation to the mishap site will provide Administrative and host base support while the board president/senior member is present. Other expenses (site security, special equipment, consultants, etc.) will be borne by the investigating service. Each service will provide funding for salvage/wreckage recovery of its own assets.

j. When briefings are requested, the service safety chiefs will coordinate post investigation board requirements.


6. **Effective Date, Periodic Review, Modification and Termination.** This agreement is effective on the date of the last signature and will remain in effect until rescinded, revised or superseded. This agreement may be cancelled at any time by mutual agreement or by any safety center with at least 30 days advanced written notice. All safety centers will review this agreement every three years and it may be modified by mutual consent of the signatories. A written request for modification shall be provided to the other safety centers at least 60 days prior to the proposed date of changed.



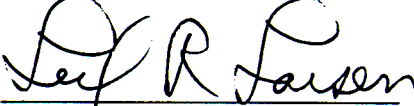
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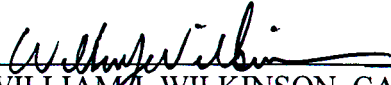
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24 May 2001
Date Approved