

**MEMORANDUM OF UNDERSTANDING
AMONG
THE U.S. ARMY COMBAT READINESS CENTER,
AIR FORCE AND NAVAL SAFETY CENTERS,
COMMANDANT OF THE 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 Combat Readiness Center, Air Force and Naval Safety Centers, Commandant of the Marine Corps (Safety Division) and the U.S. Coast Guard Health and Safety Directorate.

2. **Purpose.** DoD tasked the services to determine a lead service to investigate and report each joint service mishap. 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 a single joint safety investigative board and the selection of investigators from multiple agencies. Additionally, guidance is provided regarding preservation of physical evidence at a mishap site, accounting for losses, dissemination of reports, responsibility for recommendations, 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 DoD Instruction 6055.7 and Coast Guard Manual COMDTINST M5100.47.

4. **Joint Service Mishap Definition.** A joint service mishap is a single mishap involving two or more services in which one or more service(s) experience reportable injuries or damage. The provisions of this MOU will also be applicable to mishaps involving joint agencies or 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 which service will have primary responsibility for investigating and reporting each Class A joint service mishap. This authority may be delegated to safety center personnel for lower classes of mishaps. Normally, the convening authority for the investigation will be the service experiencing the greater loss, although other factors such as operational roles will also be considered. The convening service's safety investigation directives 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 not participating in the lead service's investigation.

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 involved 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, protect, document and preserve the mishap site to prevent contamination or removal

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of evidence. This includes ensuring search, recovery and criminal investigative organizations 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 safety investigators to participate in the board. These investigators will be voting/primary board members, who are experts in the program, operation and/or utilization of the facilities, personnel or equipment 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, including members from joint or DoD agencies, 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 must 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 or senior member and will be released at their 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. The convening service's safety center will promptly provide all involved services safety centers a complete, un-redacted copy of all the joint safety investigation board's reports and subsequent endorsements. Supporting documents will be provided upon request. Safety centers may further distribute any reports within DoD for safety purposes. The service producing the safety investigation report will respond to requests for copies of 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 board's report endorsing chain will be determined by the involved safety centers.

g. The service preparing the report will clearly identify recommendations targeted toward other services or agencies and forward the recommendations to the other services' safety center or to Joint or DoD agencies when appropriate. Each service's safety center will, in turn, forward applicable recommendations to the appropriate agency, organization, and/or elements in their service. 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 for analysis. The service whose facility conducts the analysis will fund the analysis.

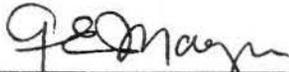
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i. Each service will provide funding for travel, per diem, rental car, and other expenses incurred by its representatives. The nearest military installation to the mishap site will provide Administrative and host base support while the board president/senior 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 requirements.

k. The service that is determined to have ownership of the mishap will account for all fatalities, injuries and property damage in that service's mishap statistics. The services recognize that this is not an obvious interpretation of DoDI 6055.7 reporting requirements, but have obtained DoD concurrence for this approach. Consistently reporting all losses in conjunction with a single event without regard to assignment of the assets assures proper prioritization of mishap prevention resources.

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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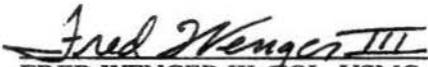
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