

INTERAGENCY AGREEMENT

between

NATIONAL TRANSPORTATION SAFETY BOARD

and

U. S. NAVY

This Interagency Agreement is made and entered into by and between the National Transportation Safety Board, hereinafter referred to as the "Board", and the U. S. Navy under the provisions of the Economy Act of 1932 (31 USC 1535).

Witnesseth:

Whereas, the Board is authorized and required to investigate civil aircraft accidents, and the U. S. Navy has certain aircraft that, while they are of civil aircraft manufacture, fall under the public aircraft exclusion from Federal Aviation Regulations; the Board is capable of providing aircraft accident investigation services to the U. S. Navy and is willing to do so upon request of the U. S. Navy. It is additionally understood that the priority assigned to any investigation undertaken by the Board pursuant to this agreement will be contingent upon the Board's technical staff workload associated with civil accident investigation activities.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree, as follows:

A. THE BOARD SHALL:

1. Conduct aircraft accident investigations in accordance with the provisions of this agreement when requested by the Director, Air Warfare Division (N889E).
 - a. Appoint an Investigator-In-Charge (IIC) to provide overall management of the investigation.
 - b. Provide technical personnel, facilities and administrative and laboratory support, as necessary, to support investigations.
 - c. Conduct such investigations in accordance with standard Board procedures, except where otherwise stipulated in this Agreement.
 - d. Accept a U. S. Navy coordinator as party to each investigation and may accept additional U. S. Navy representatives, as appropriate.
 - e. Issue a preliminary Investigation Report to the

U. S. Navy as soon as possible after the field investigation of each accident has been completed.

- f. Issue in accordance with standard procedures, a complete aircraft accident report, including probable cause and sequence of events, to the U. S. Navy which will be made a public record. Informally brief U. S. Navy on all pertinent findings as soon as the Board is able to ascertain them.

B. The U. S. Navy shall:

1. Notify the Office of Aviation Safety or designated individual(s) at the earliest possible time after a decision has been made by U. S. Navy to request the Board to investigate an aircraft accident. The designated individual(s) shall be the closest Board regional office or the Washington Headquarters Duty Officer.
2. Facilitate the conduct of the Board's investigation, as appropriate, or as requested by the Board IIC.
3. Designate the U. S. Navy coordinator as liaison officer and party to the investigation and designate additional U. S. Navy representatives, as requested.
4. During the Board's investigation, conform to Board policies and procedures relative to aircraft accident investigation and the release of information to the public.
5. Pay for or reimburse the Board, after coordination through the Director, Air Warfare Division (N889E) and the Commander, Naval Air Systems Command (Air-09F/Air-804), for the cost of all wreckage salvage, removal, and storage until the investigation is concluded; special tests and technical analysis of components and equipment deemed necessary by the Board IIC, providing expenditures in excess of \$5,000 per accident are approved in advance by N889E and Air-09F/Air-804. The U. S. Navy shall not be liable for actions or costs associated with final wreckage storage, technical investigations and Board actions pursuant to this agreement.

C. It is Mutually Agreed and Understood By and Between the Said Parties That:


1. Nothing in this Agreement shall be construed as obligating the U. S. Navy to expend funds in excess of appropriations authorized by law and administratively available for the purpose of this Agreement.
2. This Agreement will remain in force until terminated by

mutual agreement, or by one party upon 90-days written notice to the other.


3. The Board will submit billing for reimbursement (OPAC SYSTEM) of expenses within 90 days, but at least annually to the U. S. Navy, Chief of Naval Operations (N889E).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

27 January 1994
Date


Robert B. Payne, Sr.
Air Warfare Division, Aviation
Safety Coordinator (N889E)

14 February 1994
Date


Timothy P. Forte
Director,
Office of Aviation Safety



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
WASHINGTON, DC 20350-2000

IN REPLY REFER TO


Ser N889E/4U660833
27 January 1994

From: Chief of Naval Operations
To: Director, Office of Aviation Safety

Subj: INTERAGENCY AGREEMENT BETWEEN THE U.S. NAVY AND
THE NATIONAL TRANSPORTATION SAFETY BOARD

Encl: (1) Interagency Agreement (partially signed) (2 copies)

1. Enclosure (1) is forwarded for your signature. It is requested that one signed copy be returned for our files.


R. L. PAYNE, JR.
By direction

Copy to:
Naval Safety Center, ATTN: Mr. John Cataldo,
Code 101 w/o encl
CNATRA, ATTN: LCDR Mead (N81)w/o encl