

FORMAL AGREEMENT

between

THE MINISTRY OF DEFENCE

as represented by

THE MILITARY AIR ACCIDENT INVESTIGATION BRANCH (MiAAIB)

and

THE DEPARTMENT for TRANSPORT (DfT)

as represented by

THE AIR ACCIDENTS INVESTIGATION BRANCH

concerning

POST AIR ACCIDENT SUPPORT

1. INTRODUCTION

1.1 This Formal Agreement between the Ministry of Defence (MoD), as represented by the Military Air Accident investigation Branch (MilAAIB), and the Department for Transport (DfT), as represented by the Air Accidents Investigation Branch (AAIB), hereinafter referred to as the Participants, documents the post-accident support which each Participant will make available to the other in the event of an air accident.

This document outlines the assistance to be provided by MoD to the AAIB from aircraft recovery teams, survivability specialists, and pathologists, and the assistance to be provided by the AAIB to the MoD in the event of a military air accident. Whilst additional support may be arranged under the provisions of Military Aid to Civil Authorities, they fall outside the scope of this Agreement.

1.2 The provision of support by the Participants is subject to the proviso that the needs of each Participant's Primary Tasks, as defined below, will at all times take priority over support provided under this Agreement.

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1.4 Due to the nature of the air accidents and their investigations, the Participants agree that timeliness is paramount in the response to a request for support.

1.5 The AAIB provides administrative accommodation for the MilAAIB. This accommodation is provided under a separate contract between the AAIB representing DfT and the Defence Infrastructure Organisation representing MoD. The domestic arrangements to support this contract are covered by a separate Memorandum of Understanding between the AAIB to the MilAAIB. This accommodation arrangement falls outside the scope of this Agreement.

2. **DEFINITIONS**

2.1 **Primary Tasks.** The Primary Tasks of the Participants, in the context of this Agreement, are defined as follows:

- a. **MoD.** The Primary Task of the MoD assets contained in this agreement is to investigate accidents and incidents involving military registered aircraft. This includes the provision of post-crash management support for military aircraft and civil-registered aircraft owned and/or operated under military rules.
- b. **AAIB.** The Primary Task of the AAIB is to investigate accidents and incidents involving civil registered aircraft. This includes the provision of post-crash management support for these events.

3. **SUPPORT PROVIDED TO THE AAIB BY THE MoD**

3.1 On request, the MoD will provide the AAIB with the assistance detailed below.

3.2 **Aircraft Recovery.** On request, the Joint Aircraft Recovery & Transport Squadron (JARTS) will deploy an Aircraft Recovery Officer (ARO) to the accident sites of civil-registered aircraft. The ARO will be responsible for the Health & Safety management of MoD personnel and those contractors engaged by the MoD. The AAIB will remain responsible for the Health & Safety management of its own personnel and will have responsibility for the overall safety management of the site when under AAIB control. In addition, and if requested, the ARO may call teams forward to the crash site to:

- a. Survey the site.
- b. Recover and transport the wreckage.
- c. Clear the site.
- d. Provide communications on site.

3.3 **Occupational Safety and Environmental Health.** On request, either the Royal Air Force Centre of Aviation Medicine (RAF CAM) or the Institute of Naval Medicine (INM) will provide Occupational Safety and Environmental Health advice to the AAIB.

3.4 **Pathology.** In the event of a fatal accident, and if requested by the AAIB, RAF CAM will report to the AAIB on the medical and pathological aspects of the accident. An aviation pathologist from RAF CAM may undertake autopsies, if appointed by HM Coroner or equivalent, and may review reports from other pathologists. DDAvMed at HQ Air Command and RAF CAM at RAF Henlow will also be available to provide aviation medicine advice to the AAIB, if requested, in respect of non-fatal accidents.

3.5 **Survivability.** On request, RAF CAM will provide support to enable the investigation of, and reports on, the medical and technical aspects of survivability.

3.6 **Other Specialist Support.** The specialist accident investigators of the MilAAIB have experience and data, which may be of use to the AAIB in its investigations, such as ex military aircraft, assisted aircraft escape systems, complex rotary-wing aircraft. Any request for assistance will be sought directly from the Deputy Head MilAAIB.

3.7 **Cessation of Support.** Under this agreement, support to the AAIB at the accident site will cease when the AAIB relinquishes responsibility for an accident site. In the event that agencies other than the AAIB request a continued MoD presence at a site (e.g. to remove wreckage following a large-aircraft accident), any such arrangement is not covered under this Agreement.

3.6 **Training.** MilAAIB will attempt, where possible, to facilitate training opportunities for AAIB Inspectors on military aircraft types.

4. **SUPPORT PROVIDED TO THE MoD BY THE AAIB**

4.1 On request from Head MilAAIB, or delegated representative, the AAIB will provide independent advice in the form of an AAIB advisor. This advisor will assist the MilAAIB team in support of the Service Inquiry (SI). The advisor's role may include, but is not limited to:

- a. Deploy 'On site' to assist with assessments of wreckage and the accident site.
- b. Remain engaged with the investigation, providing investigative expertise and advice to the MilAAIB and SI panel, as requested.

4.2 **Reports.** The AAIB advisor will not be required to sign the SI report; however, under certain circumstances, advice and/or opinion given may need to be documented as evidence.

4.3 **Administrative Support.** AAIB personnel deployed to the accident site may require administrative support. The provision of such support is the responsibility of the MilAAIB. As the carriage of AAIB personnel by military means is in the interests of the MoD, MoD indemnity will not be required.

4.4 **Training.** MilAAIB investigators may be allowed to act as observers of civil aircraft accident investigations at the discretion of the AAIB Duty Coordinator. MilAAIB investigators must undergo a briefing prior to being allocated observer status. The guidance notes for MilAAIB observers is contained within the AAIB Ops manual.

5. **HEALTH & SAFETY**

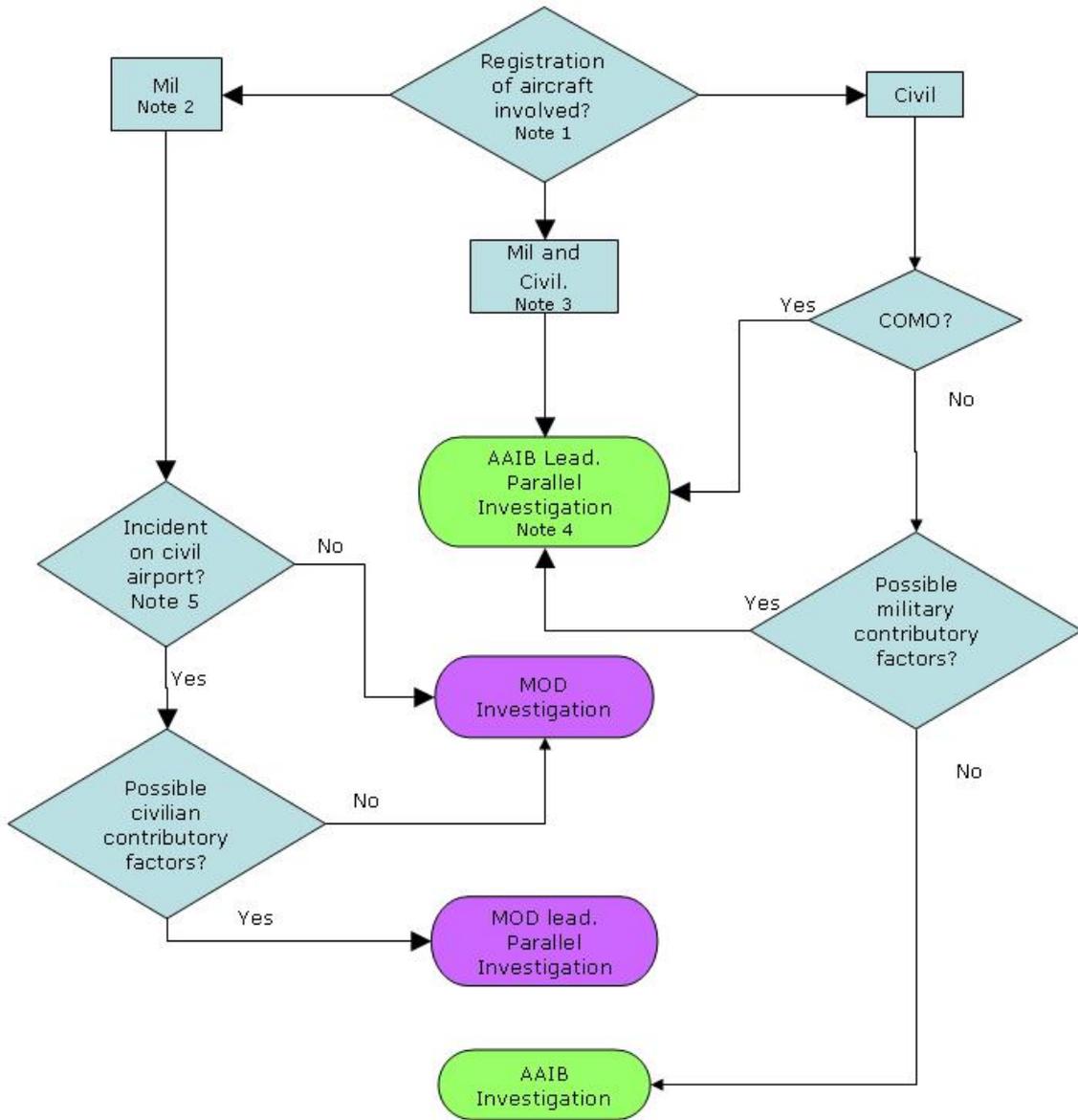
5.1 The AAIB and MoD will ensure that their investigation and response teams are provided with appropriate health and safety training and equipment to meet the range of risks associated with their activities; they will not be responsible for providing health and safety training or equipment for the other party. Advice and local training may be provided by on-site safety personnel from the AAIB or MoD to meet specific hazards associated with sites under their control.

6. **PARALLEL INVESTIGATIONS**

6.1 Figure 1 details the agreed lead responsibility for the investigation of MoD and civilian accident investigations. Joint Service Publication (JSP) 832 & MAA Regulatory Article 1420 specify the procedures to be followed for MoD aircraft accident investigations.

The AAIB Operations Manual specifies the procedures to be followed for civil aircraft accident investigations.

CIVIL/MILITARY ACCIDENTS - RESPONISIBILITY FLOWCHART



- Notes:
1. UAVs, treat iaw registration.
 2. Includes foreign military aircraft.
 3. e.g. Mid air collision.
 4. Inform MAAIB
 5. Within UK or dependant territories.

Table 1 – Civil/Military Accidents – Responsibility Flowchart

6.2 Investigation of Military Air Accidents at Civil Aerodromes. Under SI statute, a SI Panel is able to compel civilian witnesses to attend for interview. In the context of a military registered aircraft accident at a civil airfield, therefore, and unless it is considered necessary for civilian practice to be investigated, the AAIB would not normally conduct its own investigation. The AAIB would support a MoD investigation when asked under the terms of this Formal Agreement.

6.3 Investigation of Civil Air Accidents at Military Airfields. In the event of an accident or serious incident involving a civilian-registered aircraft at a military airfield, or where there is military involvement, the AAIB would carry out an investigation under the terms of the current Civil Aviation (Investigation of Air Accidents and Incidents) Regulations. Head MilAAIB will appoint a MilAAIB investigator to assist the AAIB as follows:

- a. in arranging access for the AAIB inspector to Service installations, Service witnesses and evidence contained on Service installations.
- b. in informing the Service of any special development or Flight Safety hazard revealed by the investigation on direction from the AAIB.
- c. To brief Service witnesses on the civil procedure for taking evidence and on the terms of the Civil Aviation Regulations.
- d. by being available for consultation during the formulation of the AAIB draft report.

6.4 Investigation of Accidents Involving Civil Registered, Military Operated Aircraft, or Involving Military & Civilian Aircraft.

6.4.1 In the case of an accident or serious incident involving both military and civilian aircraft, or a civil-registered but military-operated aircraft, both the AAIB and the MoD have a requirement to conduct an investigation. Both are no-blame investigations and are independent of each other.

6.4.2 To that end, the AAIB and the SI will allocate an 'advisor' to each other's investigation who will act as the conduit through which any factual and/or safety-critical

information can be passed. Witness statement should be taken separately by the AAIB and the SI Panel. Where a civil-registered aircraft is involved, AAIB will exercise initial control over the accident site and coordinate MilAAIB investigators' access to the wreckage.

6.4.3 In the case of a civil registered, military operated aircraft accident, MoD personnel should not have uncontrolled access to the accident site, unless engaged in actions necessary to preserve life and/or ensure the safety of personnel and public. To ensure continuity of evidence, MoD personnel will only have access to the accident site on the authority of the AAIB.

6.4.4 In all cases, the AAIB Duty Coordinator and Deputy Head MilAAIB should discuss access issues as soon as possible after the accident, and establish contact with MoD support agencies to reiterate the procedures to be followed during the investigation.

6.4.5 To avoid the possibility of prejudicing the outcome of an ongoing investigation, the publication of investigative findings should always be co-ordinated, and concurrent publication considered.

6.5 Investigation of Aircraft Accidents involving Civil Registered Aircraft Operating on Military Contracts. If a civil registered aircraft operating on a military contract is involved in an accident or serious incident the AAIB will investigate under their current regulations. Where necessary, a parallel SI may also be convened, whether under statute or as a matter of policy.

7. CALL-OUT PROCEDURES

7.1 AAIB support to MoD investigations will be requested by the MilAAIB duty coordinator through the AAIB Duty Co-ordinator. MoD support to civil investigations will be requested by the AAIB Duty Coordinator direct to the relevant organisation. AAIB use of MoD resources will be notified to Deputy Head MilAAIB on the next working day.

8. LIABILITY

8.1 Each Participant will deal with claims from and against its respective employees, servants, agents and third parties on the basis of its legal liabilities. Each Participant will bear its own costs in dealing with all claims.

9. **FINANCIAL ARRANGEMENTS**

9.1 Each Participant will provide its own staff, and meet associated travel and subsistence costs, without charge to the other. Site clearance to satisfy Health & Safety and environmental requirements on civil aircraft accident sites is normally the responsibility of the aircraft insurers.

10. **DURATION AND TERMINATION**

10.1 This Agreement will remain in effect unless terminated in accordance with the following procedures:

- a. The Participants may, with mutual written consent, jointly terminate this Agreement at any time.
- b. Either Participant may withdraw from this Agreement by providing 90 days notice in writing to the other Participant.

11. **AMENDMENT**

11.1 This Agreement may be amended with the mutual written consent of the Participants.

Signed in 2 original texts.

Colonel M J V Smith OBE

Head
Military Air Accident Investigation Branch

Jan 2012

Mr K Conradi

Chief Inspector of Air Accidents
Air Accidents Investigation Branch

Jan 2012