

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CIVIL AIR PATROL AND THE U.S. AIR FORCE  
AND  
NATIONAL TRANSPORTATION SAFETY BOARD**

**A. PURPOSE**

1. This agreement is to establish a basis of understanding for the investigation by the National Transportation Safety Board (NTSB), the U.S. AIR FORCE, and the Civil Air Patrol, Inc. (CAP) concerning the investigation of public aircraft accidents involving CAP while serving on an Air Force assigned mission number in accordance with the USAF/CAP Memorandum of Understanding and all other CAP corporate general aviation accidents.

**B. SCOPE**

This agreement includes, but is not limited to, those accidents involving serious or fatal injuries operating as civil aircraft and all accidents involving CAP aircraft operating in a public function.

**C. AUTHORITY**

Investigation of aircraft accidents involving public aircraft operated under jurisdiction of the CAP shall be conducted pursuant to the authority granted to the NTSB by the Independent Safety Board Act of 1974, and the Federal Aviation Act of 1958.

**D. IMPLEMENTATION**

1. Upon notification and when requested by the Air Force or Civil Air Patrol, Inc., the NTSB agrees to investigate aircraft accidents involving CAP aircraft. Depending upon the category of the mission, both the Air Force and CAP have the right to representation to any investigation conducted under the provisions of this MOU. Technical coordination and execution of aircraft investigations by the NTSB within these provisions will be provided by the NTSB Accident Investigator in Charge (IIC) assisted by the designated CAP representative (usually designated by the local Wing Commander) and the Air Force representative (designated by the HQ CAP-USAF Commander).

2. After being notified of an aircraft accident involving serious or fatal injuries or substantial property damage in accordance with the procedures outlined in CAP Regulation 62-2, MISHAP REPORTING AND INVESTIGATION (para. 4), the CAP National Administrator (or the National Corporate Legal Counsel) and the Commander, HQ CAP-USAF (or his designated representative) will determine which accidents will be investigated by the NTSB. They will request the CAP National Safety Officer to notify the Office of Aviation Safety or the designated NTSB field office at the earliest time possible.

3. The Civil Air Patrol Agrees to:

a. Notify the Office of Aviation Safety or designated NTSB field office at earliest time possible after an aircraft accident which is to be investigated by the NTSB. As noted above, the CAP National Safety Officer (SE) may request the local Wing Commander to notify the office of Aviation Safety or designated NTSB field office for CAP National Headquarters.

b. Facilitate the conduct of the Board's investigation, as appropriate, or as requested by the NTSB Investigator in Charge (IIC).

c. Designate a specific point of contact for coordination and provide a representative to participate as a party to the investigation, as appropriate. (This may be in addition to the HQ CAP-USAF Safety Officer.)

d. During the Board's investigations, conform to Board policies and procedures relative to accident investigation and release of information to the public.

4. HQ CAP-USAF as the designated USAF representative agrees to:

a. Designate a point of contact for coordination and provide a representative (normally the HQ CAP-USAF Director of Safety) to participate as a party to all investigations under this agreement.

b. Serve as a point of contact, through HQ CAP-USAF/LG, for coordinating all expenditures for wreckage removal, storage and security or special tests deemed necessary by the IIC for complete accident investigation.

5. The NTSB agrees to:

a. Conduct aircraft accident investigations in accordance with this MOU when requested by the Civil Air Patrol, Inc., or HQ CAP-USAF.

b. Appoint an Investigator in Charge (IIC) to provide overall management of the investigation.

c. Provide technical personnel, facilities, and administrative and laboratory support, as necessary, to support investigations.

d. Conduct investigations in accordance with standard Board procedures, except where otherwise stipulated in this MOU.

e. Accept the suitably qualified designated agent(s) of CAP and/or HQ CAP-USAF as party representative(s), as appropriate.

f. Issue a Preliminary Investigations Report (NTSB Form 6120.19A) to the CAP and HQ CAP-USAF as soon as possible after field investigation of each accident has been completed.

g. Issue in accordance with standard procedures, a complete aircraft accident report (factual and probable cause) including sequence of events, to the CAP and HQ CAP-USAF which will be made available to the public through the NTSB established procedures.

h. Provide the CAP and HQ CAP-USAF copies of all pertinent documents and photographs collected during the accident investigation.

i. Informally brief the CAP and HQ CAP-USAF point of contact on all pertinent findings as soon they become available.


6. It is mutually agreed and understood by and among the undersigned parties that:

a. Nothing in this agreement shall be construed as obligating the USAF or CAP to expend funds in excess of appropriations authorized by law and administratively available for the purpose of this MOU.

b. This MOU will be effective from the date of execution by the undersigned representatives, and will remain in force until terminated by mutual agreement, or by one party upon 90 days written notice to the others.

10-5-92

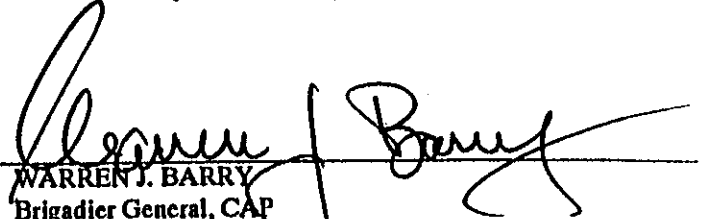
DATE



CARL W. VOGT  
Chairman  
National Transportation Safety Board

13 Oct 92

DATE



WARREN J. BARRY  
Brigadier General, CAP  
National Commander, Civil Air Patrol

13 Oct 92

DATE



MICHAEL P. REARDON  
Deputy Assistant Secretary of the Air Force  
(Reserve Affairs)