



Australian Government

Australian Transport Safety Bureau

MEMORANDUM OF UNDERSTANDING

between the

**Australian Transport Safety Bureau
and
Defence Flight Safety Bureau**

For Cooperation relating to Transport Safety Investigation

1. The parties

1.1. **Defence Aviation Authority (Defence AA).** Under a Joint Directive made under the *Defence Act 1903* by the Secretary of the Department of Defence and the Chief of the Defence Force, the Defence AA has functions including to:

- a. regulate and have oversight of all aspects of Defence Aviation
- b. establish the Defence Aviation Safety Authority (DASA) and
- c. establish an independent accident and incident investigative body, Defence Flight Safety Bureau (DFSB), which is a directorate within the DASA.

1.2. The DFSB provides the Defence AA with:

- a. a credible and defensible safety management system through a program of continuous improvement in Defence aviation safety management
- b. the Australian Defence Force (ADF) centre of excellence for aviation safety training, data analysis and aviation safety promotion
- c. an independent aircraft accident investigation capability for the investigation of accidents and incidents in order to prevent recurrence and improve safety performance.

1.3. **Australian Transport Safety Bureau (ATSB)** is an independent statutory agency established under Part 2 of the *Transport Safety Investigation Act 2003*.

1.4. The ATSB's function is to improve safety and public confidence in the aviation, marine, and rail modes of transport through:

- a. investigation of transport accidents and other safety occurrences
- b. safety data recording, analysis and research and
- c. fostering safety awareness, knowledge and action.

1.5. One of the ATSB's functions is to cooperate with organisations such as Defence that have functions or powers relating to transport safety.

1.6. For the purposes of this MoU, the following terms are defined:

- a. **ASIT** – DFSB Aviation Safety Investigation Team
- b. **ATSB** – Australian Transport Safety Bureau
- c. **ADF** – the Australian Defence Force
- d. **DAA or Defence AA** – the Defence Aviation Authority

- e. **DASA** – Defence Aviation Safety Authority established by and responsible to the Defence AA for enhancing and promoting the safety of military aviation
- f. **DFSB** – Defence Flight Safety Bureau, a Directorate within DASA, which carries out investigations of accidents and incidents
- g. **DD-I** - DFSB Deputy Director Investigations
- h. **Defence** – the Department of Defence and the Australian Defence Force established by the *Defence Act 1903* and it includes the Defence AA, the DASA, the DFSB and the ADF
- i. **DST** - Defence Science and Technology Group. DST’s principal function is to support Defence through application of science and technology, and from time to time to provide services to the ATSB. DST maintains a small group of experienced aircraft accident technical specialists that assist ASITs and the Defence Airworthiness Framework. DST can access other diverse technical specialists available to DST.
- j. **IAM** - The Royal Australian Air Force Institute of Aviation Medicine. The IAM enhances the effectiveness and safety of ADF air operations by conducting research into aviation medicine, and training RAAF aircrew to understand and manage the physiological effects of flight. The IAM promotes safety through knowledge by employing a mixture of uniformed and civilian personnel whose skills range from medicine, human factors and aeronautical life support.
- k. **MoU** - Memorandum of Understanding
- l. **TSI Act** – *Transport Safety Investigation Act 2003*.

2. Objective and Status

- 2.1. The purpose of this MoU is to enhance aviation safety by fostering close cooperation and support between the DFSB and the ATSB.
- 2.2. This MoU provides a framework to support DFSB and ATSB cooperation when investigating transport safety matters. With respect to each agency’s separate functions, this MoU through its provisions addresses the following objectives shared by the DFSB and the ATSB:
 - a. acknowledge the limited and dispersed national resources available for transport safety investigation should a major accident occur and the need to mutually provide a national transport safety investigation capability
 - b. confirm that both the DFSB and the ATSB operate in line with the principles enshrined in Annex 13 to the Convention on International Civil Aviation (the ‘Chicago Convention’) (subject to differences lodged by Australia), that the sole object of the investigation of an aircraft accident or incident shall be the

prevention of accidents and incidents and that it is not the purpose of the investigation activity to apportion blame or provide a means of determining liability (this principle extends to all transport safety investigations by the parties)

- c. acknowledge that the DFSB and the ATSB perform an equivalent and complementary function for aviation safety in Australia
 - d. recognise that the DFSB and the ATSB both provide a specialist, independent and comprehensive safety occurrence investigation capability
 - e. encourage mutual assistance, and the sharing of expertise, training opportunities, experience and equipment in transport safety investigations, and enhancement of public confidence in aviation safety
 - f. maximise the benefits of aviation safety outcomes
 - g. commit the parties to build on their existing capabilities and professionalism,
 - h. support the adoption of systemic approaches to aviation safety and
 - i. to the extent practicable, the avoidance of any impediments in the performance of each other's functions.
- 2.3. The parties acknowledge that this MoU is not legally binding.
- 2.4. The parties acknowledge that nothing in this MoU can legally restrict the statutory duties, discretion and powers of the parties under relevant legislation.
- 2.5. In pursuing these objectives, both parties agree to uphold the values of cooperation, honesty, trust, mutual respect, openness and professionalism.
- 2.6. Attachment 1 does not form part of this MoU and may be updated at any time by the agency responsible for the information.

3. Communication

- 3.1. DFSB and ATSB management will take appropriate steps to ensure their staff understand and act in accordance with the complementary roles and responsibilities of each agency in the aviation safety system.
- 3.2. DFSB and ATSB management will encourage open dialogue between the two agencies on matters of mutual interest and concern.
- 3.3. The Director DFSB and the Chief Commissioner ATSB and/or their nominated representatives, will endeavour to meet regularly to discuss matters including but not limited to:

- a. business and operational plans
 - b. relevant operating protocols of each agency and any associated necessary or desirable interaction between the two agencies
 - c. relevant safety issues and safety recommendations identified by the DFSB or the ATSB
 - d. trends and other developments bearing on aviation safety
 - e. issues related to existing and proposed legislation
 - f. mutual staff training and development opportunities and
 - g. biennial review of this MoU.
- 3.4. **Communication coordination and contact points.** During the course of an ATSB investigation or an ATSB research report related to a Defence matter, the ATSB will liaise in the first instance with the DFSB Deputy Director Investigations (DD- I). Further contact may be with a nominated representative of the DD-I as agreed for that investigation.
- 3.5. Where appropriate, DFSB will keep the ATSB informed of progress of Defence investigations involving civilian-registered aircraft.
- 3.6. The formal communication of DFSB’s position in response to matters raised by the ATSB, for inclusion in an ATSB investigation report, will normally be made through the Director DFSB or another nominated representative.
- 3.7. Key contacts are at Attachment 1.
- 3.8. **Shared training opportunities.** The ATSB and the DFSB will share their in-house training calendars with each other. To the extent there is capacity and available resources, each agency will seek to accommodate the requests of the other agency to have staff attend relevant training courses.
- 3.9. The ATSB and the DFSB will seek to identify opportunities for efficiency in the delivery of training from external providers by having their interested staff attend together.
- 3.10. The DFSB and the ATSB will endeavour to advise one another of any changes to their respective annual training schedules as soon as practicable.
- 3.11. The DFSB and the ATSB will consider opportunities for staff exchanges between the agencies to enhance professional development of staff members, subject to operational requirements and the requirements outlined in clause 6.2.

4. Cooperation in relation to investigations

- 4.1. **Parallel investigations.** The ATSB and the DFSB agree to consult with a view to conducting a joint investigation where their jurisdiction overlaps. The agreement to consult in these circumstances does not derogate from either the ATSB's or the DFSB's right to conduct its own, separate investigation.
- 4.2. The ATSB and the DFSB will notify each other as soon as practicable where either party commences an investigation in circumstances where jurisdiction overlaps.
- 4.3. The parties agree to the following where there is a joint investigation:
 - a. Where a transport-safety matter occurs involving a non-exempt transport vehicle that is operated by Defence, the ATSB, where it elects to investigate, will be the principal investigation agency unless the circumstances reveal the DFSB would be the most appropriate principal investigation agency.
 - b. Circumstances that may be taken into account include those that involve Defence-security matters or that will significantly involve specialist expertise resident in Defence, and appropriate protection of investigation data and evidence.
- 4.4. Where there are separate investigations, both agencies will cooperate to ensure to the extent practicable, that an investigation conducted by one agency does not impede on an investigation or functions of the other agency.
- 4.5. If either agency considers an investigation is creating an unreasonable impediment to the performance of their functions, they will raise the matter with the other agency.
- 4.6. **Protection and integrity of evidence.** When the ATSB notifies the DFSB of its decision to investigate a transport-safety matter relating to a Defence matter, the ATSB will also advise the DFSB whether or not a Protection Order, with its associated requirements, has been issued over evidential material that the DFSB may have possession or control of, or contact with.
- 4.7. A Protection Order issued by the ATSB may authorise the DFSB to make copies of recorded or stored data where such access or copying does not affect the integrity of the primary record. The ATSB will normally grant such permission. However, it may refuse at its absolute discretion.
- 4.8. The ATSB acknowledges that prior to the ATSB's issuing a Protection Order, the DFSB will make decisions about the handling of evidence for its own purposes. In doing so, the DFSB agrees it will be mindful of the potential effects of its decisions on ATSB investigations, including the need to preserve the integrity of evidence, and

will liaise with the ATSB as necessary to ensure the integrity of evidence is maintained.

- 4.9. When the ATSB notifies the DFSB of its decision to conduct an investigation, or as soon as practicable after that notification, the ATSB will inform the DFSB whether or not the ATSB will need to interview Defence members. At that time, the parties agree to discuss whether it is preferential that Defence members are interviewed by the ATSB before they are interviewed by the DFSB (for DFSB investigation purposes).
- 4.10. The parties agree that Defence members to be interviewed by the ATSB will not be given access to any on-board recording (OBR), audio or radar data associated with the investigation, prior to being interviewed by the ATSB.
- 4.11. Additional guidance in relation to physical evidence is at section 6.10 of this MoU.
- 4.12. **Request for assistance or involvement.** The DFSB and the ATSB may request assistance from each other in the performance of their respective functions. Resources permitting, and after consideration of any internal policies and legal requirements, as well as any conflicts of interest, each agency will seek to accommodate a request from the other.
- 4.13. Where assistance is provided, each agency will normally bear its own costs. However, if the agency providing assistance at the request of the other agency does so primarily or exclusively for the benefit of the requesting agency, some or all of the costs of the agency providing that assistance may be borne by the agency to whom that assistance is provided and a formal agreement may be entered into for this purpose.
- 4.14. Clauses 5 and 6 of this MoU provide guidance where the assistance provided involves participation in an investigation or where one agency seeks to be involved in the other agency's investigation.

5. ATSB participation as a team member in a Defence investigation

- 5.1. **Team members.** At the request of the Defence AA and subject to ATSB commitments and available resources, the ATSB agrees to provide transport safety investigators (TSI) to participate in a DFSB Aviation Safety Investigation Team (ASIT), or other Defence investigation teams, when formed. Where participation is agreed, the ATSB will seek to make the TSI from the requested speciality available within 24 hours or sooner if they are urgently required.
- 5.2. Where the Defence AA has not requested ATSB participation in an investigation, the ATSB, if it seeks more than an Observer role as detailed in clause 8, may make a request to DFSB for active participation of its personnel. DFSB agrees to consider the

request, and to take into account that an Observer role would not satisfactorily meet the needs of the ATSB.

- 5.3. The TSI will be attached to the ASIT and will be responsible to the Officer-in-Charge (OIC) ASIT while attached. ATSB's TSI contribution to the Defence investigation will be determined by DFSB and will be to the extent necessary to ensure effective participation.
- 5.4. Any ATSB participation in a Defence investigation will be initiated by the ATSB as an investigation under the TSI Act, and therefore subject to the TSI Act information protection provisions. At the time of negotiating ATSB TSI participation in a Defence transport safety investigation, Defence shall advise the ATSB of any possibility of ATSB TSI subsequently being required to give evidence at a proceeding that apportions blame or determines liability such as a Defence Commission of Inquiry. The ATSB may take this into account when making its decision about participation of TSI in a Defence transport safety investigation.
- 5.5. **Confidentiality.** A TSI will be required to sign a confidentiality agreement prior to participating in or observing a Defence investigation. A TSI may also be excluded from some aspects of a Defence investigation due to the security classification of some information.
- 5.6. Information gained during a Defence investigation can only be released by the relevant ASIT Appointing Authority, with initial requests for release of information being referred to DFSB.
- 5.7. The ATSB acknowledges that any confidentiality agreement signed by a TSI prevents disclosure of confidential investigation information gained by that TSI during an investigation to the ATSB or any other party without authorisation. The Defence AA recognises that a TSI participating in a Defence investigation has a responsibility to inform the ATSB of any matter that is relevant to an ATSB investigation or civil aviation safety more generally. Where a TSI participating in a Defence investigation believes that such information is evident, the TSI should bring the matter to the attention of the OIC of the ASIT. Where the Defence AA, in consultation with the TSI, agrees that the information indicates a need for safety action, the Defence AA agrees to release it to the appropriate authority as expeditiously as possible to enable safety action to be taken.

6. Defence participation in an ATSB investigation

- 6.1. **External investigator.** An external investigator is someone who is to contribute to the investigation as an active participant. Their participation is to be to the extent necessary to fulfil the agreed functions under this MoU, or to the extent necessary to fulfil the needs of the ATSB's investigation.

- 6.2. Before participating in an ATSB transport safety investigation, an external investigator will be required to sign an External Investigator Agreement (EIA) as required under ATSB policy and procedures. The EIA is an ATSB administrative arrangement under which the external investigator acknowledges their rights and duties appropriate to their level of involvement in the investigation and agree to follow ATSB requirements.
- 6.3. **Team members.** At the request of the ATSB and subject to Defence commitments and available resources, the DFSB agrees to provide an aviation safety investigator (ASI) to participate in an ATSB Investigation Team, when it is formed. Where participation is agreed, the DFSB shall endeavour to make the ASI from the requested speciality available within 24 hours or sooner if they are urgently required.
- 6.4. Where the ATSB has not requested Defence participation in an investigation, the DFSB, if it seeks more than an Observer role as detailed in clause 8, may make a request to the ATSB for the active participation of its personnel. The ATSB will consider the request and will take into account that an Observer role would not satisfactorily meet the needs of the DFSB.
- 6.5. An ASI will be attached to the ATSB Investigation Team and will be responsible to the Investigator in Charge (IIC) while attached. An ASI will be required to sign an EIA. Defence ASI contribution to an ATSB investigation will be determined by the ATSB and will be to the extent necessary to ensure effective participation.
- 6.6. At the discretion of the Chief Commissioner ATSB, an ASI may be delegated powers under the TSI Act to facilitate the ASI's participation in an investigation. The ASI may also be appointed as a consultant under section 16B of the TSI Act. This provision also applies to training exchanges under clause 3.11.
- 6.7. **Confidentiality.** Depending on an ASI's status of involvement in an investigation, the ASI may be required to sign specific confidentiality agreements as part of the EIA that permit access to different forms of confidential information gathered during the investigation process.
- 6.8. Where the ASI is delegated powers or provided access to restricted information or OBR as defined under the TSI Act, the confidentiality provisions with respect to the TSI Act shall apply.
- 6.9. The Defence AA acknowledges that any confidentiality agreement signed by an ASI prevents disclosure of confidential investigation information gained by an ASI during an investigation to Defence or any other party without ATSB authorisation. The ATSB recognises that an ASI participating in an investigation has a responsibility to inform the Defence AA of any matter that indicates a need to take safety action.

Where an ASI participating in an ATSB investigation believes that such information is evident, the ASI should bring the matter to the attention of the ATSB IIC. Where the ATSB, in consultation with the ASI, agrees that the information indicates a need for the Defence AA to take safety action, the ATSB agrees to release it to the Defence AA as expeditiously as possible to enable appropriate safety action to be taken.

- 6.10. **Physical evidence.** In order to facilitate cooperation and coordination in relation to physical evidence (including documents) relating to an investigation, each agency agrees to the following:
- a. When both the ATSB and the DFSB seek to remove and/or retain the same physical evidence, the agencies will consult with each other with a view to the achievement of each agency's objectives. However, where considered necessary, the ATSB may exercise priority over the removal and custody of evidence.
 - b. Each agency will ensure that the removal and/or retention of evidence is conducted in accordance with the appropriate chain-of-evidence protocols.
 - c. ATSB requests to the DFSB for physical evidence will normally be made through a Notice to Produce, issued under section 32 of the TSI Act and provided to the Director DFSB.
- 6.11. **Disclosure of information relating to investigations.** It is understood that the provision of all information will be subject to the legal obligations and policies applicable to both agencies.
- 6.12. The DFSB and the ATSB will consult with each other in the development of their policies and procedures regarding the disclosure and use of safety information, including the mechanisms for disclosure and protections to be applied to information received from the other agency.
- 6.13. If the ATSB requests information from the DFSB, including interviews with Defence staff, such requests will normally be directed to and through the Director DFSB in the first instance. Thereafter, further and/or related communications may be directed to another relevant officer or group within the DFSB as agreed with the Director DFSB.
- 6.14. The DFSB agrees to assist the ATSB in relation to the provision of documents and to other evidence or specialist participation concerning transport safety matters that the ATSB is investigating. Normally, the request will be made pursuant to a notice under section 32 of the TSI Act to ensure that information provided is protected as restricted information under Part 6 of the TSI Act. When a request for information is not directed to DFSB by a section 32 notice, the DFSB may request the issue of such a notice and its provision to the Director DFSB prior to the release of the requested information.

Note: The DFSB and the ATSB recognise and acknowledge their respective obligations under the Privacy Act 1988.

- 6.15. The ATSB will inform the DFSB at the time of the request as to whether or not ‘originals’ of any document or data are required. However, the ATSB recognises there may be limitations on the availability of original data dependent on the recording medium utilised by the DFSB. In circumstances where retrieval of original data is not possible or extensively not practical, the DFSB shall inform the ATSB accordingly. The DFSB will seek concurrence from the ATSB in such circumstances, permitting copies of data to be made in such a manner where copying does not affect the integrity of the original record.
- 6.16. Unless otherwise agreed, a notice issued under section 32 will allow the DFSB ten (10) working days (as applicable in the Act) to respond. The DFSB acknowledges that there may be exceptional circumstances where shorter timeframes may be required and will seek to cooperate in meeting those time frames.
- 6.17. The DFSB agrees that if a Defence member or an Australian Public Service employee in Defence is known to have information that could assist the ATSB in the performance of its investigative functions, the DFSB agrees to advise the ATSB of the existence of the information.
- 6.18. The ATSB recognises that the DFSB needs to be advised as soon as practicable where an investigation reveals information that indicates a need to take immediate safety- related action. In such cases, the ATSB will determine the most appropriate mechanism under the TSI Act to release the information in consultation with the DD- SI.
- 6.19. Whenever the DFSB conducts a parallel investigation into a transport safety matter that the ATSB is also investigating, the DFSB will, subject to any legal or other applicable requirements, provide the ATSB with a copy of the DFSB final investigation report or other compilation of relevant details as soon as it is practicable to do so.

7. Prerequisite training and required equipment

- 7.1. Before Defence personnel will be permitted onto an ATSB accident site, those Defence personnel should have completed a Blood Borne Pathogens course or advise the ATSB IIC if they have not. Failure to have completed a course will not preclude the Defence personnel from participating in the investigation; however mitigating strategies (such as remaining outside any identified contaminated area) will be undertaken to ensure the safety of all personnel.

- 7.2. The ATSB will ensure that TSI participating in a Defence investigation have adequate personal protective equipment (PPE). TSI will be required to present evidence of inoculation status to the OIC ASIT before deployment to a Defence accident investigation site.
- 7.3. The DFSB will ensure that ASI participating in an ATSB investigation holds adequate PPE. ASI will be required to present evidence of inoculation status to the IIC before deployment to an ATSB accident investigation site.

8. Requests for Observer status at an investigation

- 8.1. An Observer is a person who is to present to watch a transport safety investigation, or parts of it, for their own interests for those of their agency, rather than for the purpose of contributing to the investigation. Observers will not be authorised to
- a. interview witnesses and survivors
 - b. seek information from a person who is the subject of an investigation or
 - c. observe the output (in any form) of an on-board recorder.
- 8.2. The DFSB and the ATSB agree to facilitate arrangements for investigators of the other agency to observe an investigation, or aspects of an investigation, that it is conducting, where such observation results in a safety or training benefit for that agency.
- 8.3. The extent to which an Observer may view an investigation, or aspects of an investigation, will be at the discretion of the agency conducting the investigation.
- 8.4. The confidentiality requirements expressed in clauses 5 and 6 of this MoU apply with respect to Observers.

9. Specialist assistance

- 9.1. The DFSB may request specialist assistance from the ATSB during the course of a Defence investigation. The specialist assistance may include, but is not limited to:
- a. materials failure analysis
 - b. cockpit voice recorder and flight data recorder analysis
 - c. analysis of head-up display and maintenance tapes or
 - d. computer graphics.

Having regard to the seriousness of the occurrences and the resources available at the time, the ATSB will seek to give priority to the request.

- 9.2. The ATSB may request specialist assistance from the Defence AA, through the DFSB, during the course of an ATSB investigation. The request may be made in the areas of, but not limited to, aviation medicine, flight safety, systems engineering, avionics, et cetera. Having regard to the seriousness of the occurrence and the resources available at the time, the Defence AA will seek to give priority to the request.
- 9.3. At the request of the ATSB, the Defence AA agrees to seek DST or IAM services to be provided to the ATSB. An agreement for services with the DST will be subject to DST/IAM priorities and its principal obligation(s) to Defence. A fee-for-service arrangement may be agreed where there would otherwise be an unreasonable financial impost on the DST/IAM. All parties will implement and maintain appropriate evidence-handling procedures.

10. Occurrence notification and investigation reports

Notification of Transport Safety Matters and provision of reports.

10.1. Notification to the ATSB:

- a. DFSB and its personnel, in fulfilling their reporting requirements for immediately reportable matters (IRM) and routine reportable matters (RRM) under the TSI Act should normally use the contacts identified in Attachment 1.
- b. It is acknowledged that a written report from the DFSB, either as a follow up to an IRM or the submission of a RRM, will normally be in the form of an Electronic Safety Incident Report (ESIR).

10.2. Notification and reports to the DFSB:

- a. The ATSB will notify the DD-SI as soon as reasonably practicable if an IRM appears to relate to DFSB functions.
- b. Attachment 1 contains the relevant contact points for notification and investigation reports.

10.3. **Directly Involved Party process.** The ATSB will provide the DFSB with a copy of all aviation-related investigation reports involving, or relating to, Defence operations that the ATSB publishes.

10.4. The DFSB will be deemed a Directly Involved Party (DIP) by the ATSB and invited to respond on the content of aviation-related draft reports involving Defence operations.

10.5. The DFSB will submit all its comments to the ATSB in writing with supporting evidence.

- 10.6. Unless otherwise notified by the ATSB, all comments from the DFSB as a DIP will be made within the time periods nominated in the covering letter received by the DFSB with a draft report.
- 10.7. Comments from the DFSB will be considered by the ATSB and, where deemed appropriate by the ATSB, the final report will be amended accordingly. The DFSB will be given feedback on why comments of a substantive nature are not incorporated.
- 10.8. Where the ATSB proposes to release an aviation draft report, involving Defence operations, to give advance notice of the likely form of the final report, the DFSB will receive a copy at the same time as the other relevant parties.
- 10.9. **Safety action.** Where, prior to the release of a final report, Defence takes safety action in relation to an aviation-related investigation by the ATSB, the DFSB will notify the ATSB as soon as practicable. The ATSB will use its best endeavours to acknowledge in its final report the safety action taken by the DFSB, where the ATSB is advised at least 20 days prior to publication.
- 10.10. **DFSB response to safety recommendations.** The ATSB will consult with the DFSB should any safety issues be identified that affect Defence, and before making any formal recommendations for safety action by Defence.
- 10.11. The DFSB, on behalf of Defence, will respond to any formal safety recommendations issued, in accordance with section 25A of the TSI Act. Where consideration and implementation of the recommendation may be protracted, the DFSB will provide the ATSB with updates on its progress at least every three months from the date when the recommendation was first issued, or otherwise as frequently as the parties agree.
- 10.12. Defence acknowledges that the ATSB may publish some, or all, of the DFSB's response to a safety issue or recommendation.

11. Financial matters

- 11.1. **Participation costs.** Where the ATSB seeks to participate in a Defence investigation, or it is agreed that participation is of mutual benefit, the ATSB will bear its own costs.
- 11.2. Where the DFSB seeks to participate in an ATSB investigation, or it is agreed that participation is of mutual benefit, the DFSB will bear its own costs.
- 11.3. Where the ATSB requests that the Defence AA participate in an ATSB investigation and the Defence AA's participation will be solely for the purpose of the ATSB

investigation, the ATSB will cover the reasonable costs of the Defence AA's participation.

- 11.4. Where the Defence AA requests that the ATSB participate in a Defence investigation and the ATSB's participation will be solely for the purpose of the Defence investigation, the Defence AA will cover the reasonable costs of the ATSB's participation.
- 11.5. **Observer costs.** Costs of personnel attending investigations as Observers will be borne by the Observer's parent agency.
- 11.6. **Training costs.** The cost of any specialist or generalist training will be borne by the participant's parent agency.
- 11.7. **DST/IAM services.** The cost of any DST/IAM service will be met in accordance with clause 9.3.
- 11.8. **Special assistance costs.** Any unique equipment or training required to carry out the replay and analysis of Defence aircraft flight recorders will be provided to the ATSB, by the Defence AA, at no cost to the ATSB.

12. Duration, variations and dispute resolution

- 12.1. This MoU will remain in effect for five (5) years from the date of its execution.
- 12.2. This MoU may be extended, varied or terminated by the exchange of letters between the parties.
- 12.3. In the event that any disagreements or disputes arise in respect to any of the provisions of this MoU, the dispute/disagreement will initially be referred to the Director Transport Safety ATSB, and the DD-I DFSB. Should a mutually satisfactory resolution not be forthcoming, the issue will be referred to the Chief Commissioner, ATSB and the Director DFSB, for resolution.

13. Contacts

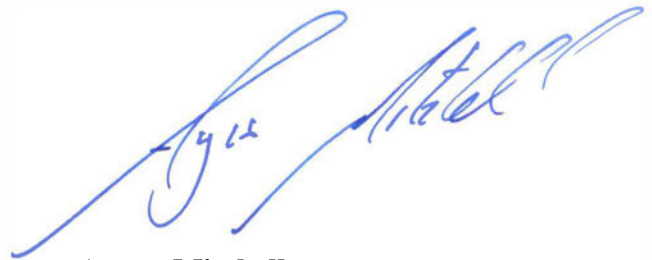
- 13.1. To establish such cooperation, the parties will maintain details of direct working contacts. The contact points are detailed at Attachment 1. Amendments to the contact details may be made at any time by the agency responsible for the information. Changes will be notified to the other party within seven (7) days of making the change.



Dennis Tan

GPCAPT
Director
Defence Flight Safety Bureau

14 September 2022



Angus Mitchell

Chief Commissioner
Australian Transport Safety Bureau

14 September 2022

Attachment 1– Contact list

Current at September 2022

Investigations

ATSB: Director Transport Safety

[REDACTED]

DFSB: Deputy Director Investigations

[REDACTED]

Reporting, Intelligence and Research

ATSB: Manager Safety Reporting

[REDACTED]

DFSB: Deputy Director Reporting, Intelligence and Research

[REDACTED]

Notifications

ATSB: Manager Safety Reporting

[REDACTED]

DFSB: Director DFSB

[REDACTED]

Education and Training

ATSB: Director Transport Safety

[REDACTED]

DFSB: Deputy Director Education and Training

[REDACTED]