

MEMORANDUM OF AGREEMENT BETWEEN
THE DEPARTMENTS OF ARMY (USA),
NAVY (USN), AND THE AIR FORCE (USAF),
AND
THE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)
FOR

TRI-SERVICE AGREEMENT (TSA) FOR SUPPORT AND ACCOMPLISHMENT OF FLIGHT TEST AND
ACCEPTANCE, FLIGHT OPERATIONS AND FLIGHT SAFETY
[AN2022-DCMA-MOA-22-012]

This is a Memorandum of Agreement (MOA) between DCMA and the USA, USN, and USAF. When referred to collectively, the USA, USN, and USAF are referred to as the “Military Services”. When referred to collectively, the DCMA and the Services are referred to as the “Parties”.

1. **BACKGROUND:** Per DFARS 242.202, DCMA is assigned DOD contract administration responsibilities at contractor plants/facilities. In this capacity, the Agency manages the flight test and acceptance of Government aircraft; approves contractor flight crews, contractor flights, and the contractor’s flight and ground operating Procedures; and ensures the contractor maintains an aircraft flight and ground operations and flight safety program as prescribed by the contract and the Combined Instruction entitled, “Contractor’s Flight and Ground Operations,” (DCMA INST 8210-1 (Series), AFI 10-220_IP, AR 95-20, NAVAIRINST 3710.1 (Series), and COMDTINST M13020.3 (Series)). DCMA will provide oversight and assessments of contract administration offices (CAOs) that would typically be provided by Service Inspection/Standardization Teams.

2. **AUTHORITIES:** The Parties enter into this agreement pursuant to the authorities vested in the Secretary of Defense and the Service Secretaries by title 10, United States Code.

3. **PURPOSE:** The following policy statements and procedures for the support and accomplishment of flight test and acceptance, aircraft flight and ground operations, and flight safety are herein agreed to by DCMA and the Military Services. This Agreement is intended to document the mutual understanding, intent, and agreement of the Military Services and DCMA, but does not itself obligate the expenditure of any funds.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. DCMA will manage military aircraft and other assets associated with its flight activities to ensure their use is consistent with legitimate flight test and acceptance requirements, aircrew training and proficiency, or special Service requirements.

4.2. DCMA will exercise flight management control of assigned military aircrews and monitor their use. DCMA will publish a flight management instruction detailing responsibilities and procedures in the areas of aviation general provisions, aircraft operations, flight rules, aircrew requirements, training, aviation safety, and standardization. DCMA will coordinate with

the Military Departments to provide Service evaluator crews to complete flight standardization and evaluation requirements. DCMA will provide all necessary travel related expenses. DCMA is responsible for assigned aircrew proficiency, currency in the mission aircraft and annual flying minimums (as required). In the event that aircrew assigned to DCMA are unable to meet Service standards for currency and proficiency due to lapses in production rate or other causes, DCMA will seek access through the procuring Service to facilities and aircraft to regain qualifications and flight time to meet Service requirements.

4.3. The applicable DCMA field activity will be responsible for preparing agreements with the nearest appropriate military flight operations facility for providing and maintaining flight records, personal flight equipment, and physical examinations for all aircrew personnel.

4.4. The owning Service is responsible for funding all aircraft deliveries, unless otherwise dictated by the applicable contract. DCMA aircrews may perform delivery missions upon request from the owning Service and subject to aircrew availability; however, the owning Service is still responsible for all funding, to include the associated aircrew TDY costs.

4.5. The Military Departments will retain controlling custodian responsibilities for all aircraft under DCMA administered contracts.

4.6. The Military Departments will retain mishap accountability, safety and legal investigations, and reporting responsibility for aircraft mishaps associated with contracts administered by DCMA. The applicable DCMA activity will ensure the appropriate Military Department's aircraft custodian is notified of flight, flight-related, and aircraft ground mishaps by the most expedient means of communication. Notifications by DCMA will comply with the requirements of DoDI 6055.07, Mishap Notification, Investigation, Reporting, and Record Keeping, and the provisions of Federal Acquisition Regulation 42.301. DCMA activities will use contractor over and above rates and actual costs of material when reporting mishap costs to the program offices. The appropriate Military Department will be responsible for news releases pertaining to aircraft mishaps. DCMA will provide technical support to Service mishap investigation teams in the interpretation of contract requirements, as requested, when mishaps are associated with contractor operations under DCMA cognizance.

5. PERSONNEL:

5.1. Assignment of Service personnel to DCMA Aircraft Operations positions. Personnel from the Military Departments will be assigned to DCMA activities to perform the responsibilities in paragraph 1. Assignment of personnel will be based on the specific mission requirements of each DCMA activity and will be held to the minimum required to perform the mission in accordance with the crewmembers' parent Service directives. Permanent Change of Station (PCS) assignments for specific periods of time will be funded by the Military Departments in accordance with DoD policies. Prior to requesting additional positions, DCMA will coordinate new billet requirements with the appropriate program office.

5.1.1. Flight personnel. DCMA will assess the new workload and determine if existing personnel can adequately support the new work. In the event resident aircrews are unavailable,

the procuring Service will provide aircrews on a temporary basis to support the flight mission (with consideration given to the Service's operational mission requirements). If DCMA crews are available, temporary duty (TDY) expenses will be funded by DCMA.

5.1.2. Government Flight Representatives (GFRs), Ground GFRs (G-GFRs) and Government Ground Representatives (GGRs). GFRs, G-GFRs, and GGRs are the primary personnel responsible for mitigating the risk borne by the Government via DFARS 252.228-7001, Ground and Flight Risk, without which contractor flight operations cannot proceed. Prior to performing duties, the appointee must complete the DCMA-approved GFR/G-GFR/GGR Certification Course. Non-resident GFRs/G-GFRs/GGRs may be assigned to a maximum of six contractor facilities of which he/she may be Primary at no more than four. However, the size and scope of individual contract workload may require commanders to limit personnel to support a single facility.

5.2. To assist DCMA in efficiently accomplishing the Agency's mission, the Military Departments will instruct their procuring offices to provide the earliest possible notification to DCMA-AO (DCMA.lee.hq.mbx.ao-inbox@mail.mil) of the placement or potential placement of aircraft contracts that involve flight test and acceptance responsibilities.

5.3. The Military Departments will ensure that properly qualified Contract Management Office (CMO) commanders, aircrews, GFRs, and GGRs are provided to DCMA in a timely manner to fulfill the Agency's mission. DCMA will determine the training requirements for each position. Funding/funding guidance to meet these training requirements will be provided by:

5.3.1. Air Force: Subject to the availability of funds, the Office of the Deputy Assistant Secretary (Acquisition Integration) Assistant Secretary (Acquisition) (SAF/AQX) for TDY and per-diem costs associated with DCMA training classes; AFPC will provide guidance for other training costs associated with ensuring appropriately qualified personnel are sent to the DCMA training classes.

5.3.2. Army: Army Human Resource Command (AHRC). AHRC will ensure appropriately qualified personnel are selected to support DCMA in accordance with Army Manning Guidance and a valid requisition. Officer requirements will be processed through Officer Personnel Management Directorate (AHRC-ORD) and Enlisted requirements through Enlisted Personnel Management Directorate (AHRCEPD). AHRC Officer and Enlisted Personnel Management Directorates will direct training attendance TDY en route ensuring training is completed concurrently. Army will provide funding and training management guidance IAW HQDA Message – Training TDY en route to the Defense Contract Management Agency, dated 6 November 2020.

5.3.3. Navy: The Navy Personnel Command.

5.3.4. USMC: Training and Education Command (TECOM), Marine Corps Combat Development Center (MCCDC), Financial Management (FM) Branch. Once TECOM FM

approves funding for the training, MMOA/MMEA (Officer Assignments/Enlisted Assignments) will issue the orders.

5.4. DCMA will exercise reasonable management flexibility in use of assigned personnel to meet mission responsibilities. When the flight test and acceptance workload or special requirements temporarily exceed the capability at a plant/facility, DCMA will draw upon the Agency's total capability to provide interim support to meet the requirements. DCMA will request personnel from the Military Department, coordinated with the applicable program office, to augment DCMA when critical skills are required, short-term peak workloads are anticipated, or long-term requirements do not justify permanent party aircrews. When DCMA determines the number of assigned personnel exceeds requirements, personnel will be returned without delay to the Military Department.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For DCMA –

6.1.1.1. Michael A. Fludovich, DCMA
Policy and Training Program Manager – Aircraft Operations
Office: (804) 279-4318
michael.a.fludovich2.civ@mail.mil

6.1.1.2. Charles E. Moore, DCMA
Policy and Training Division Supervisor – Aircraft Operations
Office: (804) 279-3036
charles.e.moore126.civ@mail.mil

6.1.1.3. Isaac D. Melton, Maj, USAF
DCMA Chief of Policy – Aircraft Operations
Office: (804) 279-4380
isaac.d.melton.mil@mail.mil

6.1.2. For the Department of the Army –

6.1.2.1. Gregory A. Fawcett, HQAMC, G-1 Safety, Aviation Standardization,
Training and Safety Manager
Army Service Waiver Authority/Cognizant Service Safety Officer
Office: (256) 450-7165
gregory.a.fawcett6.civ@mail.mil

6.1.2.2. Mary McCrillis, HQDA ODCS, G-3/5/7 DAMO-TRI
Institutional Training Division, IT-TDY Program Manager
Office: (703) 614-9702
mary.mccrillis.civ@mail.mil

6.1.2.3. Army Human Resources Command
AHRC G3 Readiness
Office: (502) 613-4004
DSN: (312) 983-4004

6.1.2.4. James A. Bamburg
PEO AVN, APEO for Logistics/G-4
Office: (256) 876-7847
james.a.bamburg.civ@mail.mil

6.1.3. For the Department of the Navy –

6.1.3.1. Josh E. Calloway, CDR, USN
Chief of Staff, DASN Air
Office: (703) 614-3560
joshua.e.calloway.mil@us.navy.mil

6.1.3.2. Bradley J. Sams, LtCol, USMC
Chief of Staff, DASN Ground
Office: (703) 697-7164
bradley.j.sams.mil@us.navy.mil

6.1.4. For the Department of the Air Force –

6.1.4.1. Todd P. Bramble, NH-IV, USAF SAF/AQ
Chief, SAF/AQ Operating Resources
Office: (571) 256-0388
todd.p.bramble.civ@mail.mil

6.1.4.2. Earnestine Sampson, NH-III, USAF SAF/AQ
Travel Resource Manager
Office: (571) 256-0353
earnestine.sampson.civ@mail.mil

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to the MOA will be addressed, if to DCMA, to –

6.2.1. Defense Contract Management Agency
ATTN AO
3901 A Avenue Bldg 10500
Fort Lee, VA 23801

or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed every three years on or around the anniversary of its effective dates in its entirety by DCMA and the Military Services.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at anytime upon the mutual written consent of the Parties.


6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. Expiration Date. This MOA expires on 1 January 2031.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the previously signed agreement between the same parties with the subject Tri-Service Agreement for Support and Accomplishment of Flight Test and Acceptance, Flight Operations and Flight Safety, with an effective date of October 2016.



KAREN D. H. SAUNDERS
SOPTDO Assistant Secretary of the
Army (Acquisition, Logistics and
Technology)

William E. Taylor
Deputy Assistant Secretary of the Navy
(Air/Ground Programs)

DARLENE J. COSTELLO
Acting Assistant Secretary of the Air Force
(Acquisition, Technology & Logistics)

David G. Bassett
LTG, USA
Director, DCMA

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Douglas R. Bush
Acting Assistant Secretary of the Army
(Acquisition, Logistics and Technology)

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Frederick J. Stefany
Acting Assistant Secretary of the Navy
(Research, Development and Acquisition)
Acting

Darlene J. Costello
Acting Assistant Secretary of the Air
Force (Acquisition, Technology &
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