



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVE SE
WASHINGTON NAVY YARD DC 20376-0001

IN REPLY TO

NAVSEAINST 8023.2D
Ser N7/518
27 Mar 03

NAVSEA INSTRUCTION 8023.2D

From: Commander, Naval Sea Systems Command

Subj: SHIPMENT OF AMMUNITION, EXPLOSIVES, AND DANGEROUS
ARTICLES THROUGH U.S. NAVY PORT FACILITIES

Ref: (a) OPNAVINST 3128.10E
(b) NAVSEAINST 7030.3A
(c) Title 49, Code of Federal Regulations, Parts 100-178
(d) NAVSEA OP 5
(e) OPNAVINST 5530.13B

Encl: (1) Sample Format for Subject Shipment Applications
(2) Sample of an Indemnity Agreement for Private Industry
(3) Sample of an Indemnity Agreement for Foreign
Government

1. Purpose

a. To provide guidelines and procedures for using U.S. Navy port facilities for the transshipment of ammunition, explosives, and dangerous articles not owned by the Armed Forces of the United States.

b. In accordance with policies issued by references (a) and (b), to provide shippers with rules for using U.S. Navy port facilities for the shipment of explosives, materials, and other dangerous articles not owned by the Armed forces of the United States.

2. Cancellation. NAVSEAINST 8023.2C of 8 July 1988.

3. Background. The primary mission of ordnance capable U.S. Navy port facilities is to receive, handle, store, issue, and ship ammunition and explosives and dangerous articles owned by the Armed Forces of the United States. However, circumstances may arise in which the national interest is served by permitting handling and shipping of such articles through a U.S. Navy port facility when they are not owned by the Armed forces of the United States. In most cases, shipping of explosives through a commercial port facility is either prohibited or is not feasible

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due to the commercial port's inability to meet requisite industrial, state/municipal, U.S. Department of Transportation and U.S. Coast Guard hazardous material safety and port security criteria.

4. Definitions

a. In the context of this instruction, commercial and military ammunition and explosives and other dangerous articles consist of the following:

(1) Class 1, Division 1 thru 6 explosives material as defined in reference (c).

(2) Fertilizer grade ammonium nitrate.

b. Defense Security Assistance (DSA) includes Foreign Military Sales (FMS) and the Military Assistance Program (MAP). FMS are conducted under authority of the Arms Export Control Act to sell defense articles, services, and training to foreign governments. MAP is a grant aid program that is carried out under the authority of the Foreign Assistance Act of 1961, as amended, to grant or loan defense articles or services to foreign governments. Both FMS and MAP are U.S. Government programs conducted in accordance with foreign government agreements.

5. Policy

a. U.S. Navy port facilities may be authorized to handle and ship ammunition, explosives and other dangerous articles not owned by the Armed Forces of the United States provided that:

(1) The work is authorized by a statute authorizing work for non-DoD customers, such as the Arms Export Control Act or 10 U.S.C. 2563.

(2) There will be no interference with the primary mission of the U.S. Navy port facility.

(3) The work and services requested will be performed at no cost to the U.S. Navy.

b. U.S. Navy port facilities may be authorized to handle and ship explosives and other dangerous articles not owned by the Armed Forces of the United States under the following circumstances:

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(1) When materials are furnished to foreign governments under an approved DSA program. (Note: for purposes of this instruction, all such materials shall be considered owned by the foreign government.)

(2) When materials to be shipped are for a state or municipal government or a United States Government agency.

(3) When materials owned by a foreign government have been purchased directly from private industry provided that:

(a) Prior approval has been obtained from the Department of State if required.

(b) Such shipments are authorized by statute.

(c) It has been determined that performance of the shipping task will not place the U.S. Government in competition with private industry.

(4) When materials are owned by private industry and are under sponsorship by a foreign government under an approved DSA program provided that the foreign government assumes responsibility for payment of the shipment as part of the DSA program agreement.

6. Action

a. All shipments of explosives material and other dangerous articles not owned by the Armed Forces of the United States must receive the prior approval of the Commanding Officer Naval Ordnance Safety and Security Activity (NOSSA). Strategic, operational, economic, and national security concerns will be considered in making this decision. NOSSA will inform the Chief of Naval Operations, N41, in writing of all such approvals.

b. Shipments to be made in foreign military ships must receive clearance from CNO (OP N2L) to allow berthing of vessels. The foreign government will obtain this clearance in accordance with reference (a). This clearance is mandatory; no work will be performed until such clearance is received.

c. All Navy port operations involving foreign military ships must receive clearance from CNO (N2L). The foreign government will obtain this clearance in accordance with reference (a). The clearance request is mandatory and must be made no later than 30 days prior to arrival in port.

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7. Work Performed for Private Parties. NOSSA approval for the use of the U.S. Navy port facility is granted for explosives safety and security approval only. It does not include approval for work performed for private parties. The private party seeking to use the U.S. Navy port facility is responsible for complying with all legal and financial obligations.

8. Request for Approval. Applications for use of U.S. Navy port facilities shall be submitted to the Commanding Officer, Naval Ordnance Safety and Security Activity (Attn: Code N7), 23 Strauss Ave., Indian Head, MD 20640-5555. A copy of the application must be forwarded to the servicing U.S. Navy port facility. Applications must be received at NOSSA no later than one month prior to the ship's estimated date of arrival at the U.S. Navy port facility. The application shall include the following:

a. Complete and detailed identification and description of the ammunition, explosives, or dangerous articles. Included must be proper shipping name, DOT Hazard Class and Division, United Nations (UN) ID number, quantity, and net explosives weight.

b. Name and address of the manufacturer or the U.S. Armed Forces point of origin of materials in the shipment.

c. Identification of military or other federal programs involved, including contract, requisition, and Foreign Military Sales (FMS) case numbers. For shipments of non-DoD/non-DSA commercial material, a copy of the export/import license is required.

d. Name and address of consignor and consignee.

e. For commercial shipments (non-DoD/non-DSA), explain why commercial port facilities cannot be used.

f. Any special or unusual requirements for berthing, blocking, and bracing or other services that you may require.

g. A sample application for use of U.S. Navy port facilities for shipments of explosive materials and other dangerous articles not owned by the Armed Forces of the United States is provided in enclosure (1).

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9. Conditions Required for Approval. The following conditions must be met before approval can be granted:

a. Indemnity Agreement. For shipments other than those described in paragraphs 5b(1) and (2), the application must include a signed indemnity agreement. Sample indemnity agreements for private industry and foreign government applicants are provided at enclosures (2) and (3). The original indemnity agreement will be forwarded to NOSSA with a copy of the agreement forwarded to the U.S. Navy port facility. The original indemnity agreement from private industry must have the raised seal of the corporation or foreign government affixed as applicable. The indemnity agreement shall be signed by an authorized representative of the agency, company, or foreign government requesting the work, services, or use of the U.S. Navy port. If warranted for special cases, a private party may also be required to provide an indemnity bond in the amount to be specified by the affected U.S. Navy port.

b. Payment for services for DSA shipments or shipments by a U.S. government agency will be made by a reimbursable funding document from the Military Traffic Management Command or from the cognizant government agency and must be received at the U.S. Navy port facility prior to starting work. Services performed for non-DSA customers require an advanced deposit equal to the total cost estimated by the facility that will perform the work. The private party's check will be payable to the Treasurer of the United States.

c. The applicant must comply with all applicable explosives safety requirements of reference (d), the regulations of the U.S. Navy port facility involved in the shipment, and any other requirements specified by the commanding officer of that facility or other U.S. Navy facility used.

10. Responsibilities

a. The responsibility for complying with the requirements of paragraphs 8 and 9 will reside with the party making the request for the use of the U.S. Navy port facility.

b. It shall be the responsibility of the U.S. Navy port facility performing the work to ensure that the administrative and operational safety requirements of references (b), (c) and (d) and the requirements of paragraphs 8 and 9 are complied with prior to acceptance of cargo and commencement of any

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services. The U.S. Navy port facility will also ensure that the physical security requirements of reference (e) are complied with.

c. Navy activities whose mission involves the handling and shipping of ordnance materials will advise interested shippers, freight forwarders, or other agencies concerning the conditions and requirements of this instruction.



P. M. BALISLE

Distribution:

SNDL FKPLH NAVSEA Activities
Copy to:
SNDL 21A1 COMLANTFLT Norfolk VA
21A2 COMPACFLT Pearl Harbor HI
A3 CNO Washington DC
A6 CMC Washington DC
B2A Dept of Defense Explosives Safety DB Alexandria VA
C28L LANTORDCOM DET Charleston SC
LANTORDCOM DET Yorktown VA
LANTORDCOM DET Earle Colts Neck NJ
D3A NAVY IPO Washington DC
FA24 COMNAVREG Midlant Norfolk VA
FA27 WPNSTA Charleston SC, Earle Colts Neck NJ
WPNSTA Yorktown VA
FB14 NAVWPNSTA Seal Beach CA
FB28 COMNAVREG Hawaii Pearl Harbor HI
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FB31 NAVMAG Indian Island WA
FKA1G COMNAVSEASYS COM (00L) Washington Navy Yard DC
FKP3 NAVORDSAFSECACT Indian Head MD
FT88 EDOSCOL Port Hueneme CA

Commander
HQM1MC
200 Stovall St.
Alexandria, VA 22332

Commander
MTMC Operations Center
Attn: MTDC-OP-CL
661 Shepard Place, 2nd Floor
Fort Eustis, VA 23604-1644

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SAMPLE FORMAT FOR SUBJECT SHIPMENT APPLICATIONS

Letterhead of
Government or Organization
Submitting Request

(Date)

To: Commanding Officer
Naval Ordnance Safety and Security Activity
Attn: Code N714
Farragut Hall Bldg-D323
23 Strauss Avenue
Indian Head, MD 20640-5555

Subj: APPLICATION FOR SHIPMENT OF EXPLOSIVES MATERIAL AND
OTHER DANGEROUS ARTICLES THROUGH U.S. NAVY PORT
FACILITIES

1. The _____
(Government, Agent, Freight Forwarder or Other
Application Submitter)

requests approval to ship explosives material or other dangerous
articles through the U.S. Navy port facility listed below:

a. Name and address of U.S. Navy port facility: _____

b. Vessel ID, Voyage number and flag of the ship, which is
to transport the materials: _____

c. Estimated arrival date into port: _____

d. If a foreign flag naval vessel, include a statement
confirming that a required clearance to visit a U.S. Navy port
has been approved in accordance with reference (a).

Enclosure(1)

2. Description of Articles in the Shipment.

a. Provide in this subparagraph a complete list of each type of ammunition, explosives or related dangerous materials. For each item, include proper shipping name, Hazard Class/Division, United Nations (UN) Number, Quantity (pieces), and Net Explosives Weight (NEW).

3. Provide name and address of the shipper (DoD activity/DoD contractor activity/commercial supplier) and ultimate inland consignee.

4. Identify the U.S. military, other federal agency, state or municipal programs involved, if any. Include requisition, contract or Foreign Military Sales (FMS) case numbers, if applicable. If material to be shipped is commercial and/or non-FMS but Defense Security Assistance (DSA) related, enclose a copy of the export/import license/permit with the application.

5. For non-DSA shipments, explain why commercial port facilities cannot be used.

6. Describe any special or unusual requirements for berthing, blocking and bracing or other services that you may require.

SAMPLE OF AN INDEMNITY AGREEMENT FOR PRIVATE INDUSTRY

KNOW ALL MEN BY THESE PRESENT:

That the undersigned _____, a

(Name of Corporation)

corporation organized and existing under the laws of the State of _____, in consideration of permission granted for (e.g., the use of the facilities and the necessary services to load explosives and other dangerous cargo.) _____

(Description of work)

at _____ and as a condition precedent thereto, does

(Location)

hereby expressly agree to indemnify and hold harmless the U.S. Government and its agencies and instrumentalities against all suits, actions, claims, costs, or demands (including, without limitation, suits, actions, claims, costs, or demands for death, bodily injury, and property damage), except those caused by the willful misconduct or gross negligence of the U.S. Government or its agencies or instrumentalities, to which the U.S. Government, its agencies, and instrumentalities may be subject by reason of damage or injury (including death) to the property or person of anyone, whosoever they may be, arising or resulting from any and all operations hereafter performed either by the _____

(Naval Activity)

or by the undersigned, its agents, employees or subcontractors in (e.g., the use of the facilities and the necessary services to load explosives and other dangerous cargo) _____

(Description of Work)

or effecting any other work which the undersigned may require at _____ during the time that the above described

(Location)

work is performed, or in any other way arising there from or connected therewith.

IN WITNESS WHEREOF, this indemnity agreement has been duly executed this _____ day of _____, 20____.

(Corporation)

By _____

(President)

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CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation executing this indemnity agreement; that _____, who signed this indemnity agreement on behalf of said Corporation, was then President thereof; that the seal affixed to this indemnity agreement is the Corporate seal of said Corporation, and that said indemnity agreement was duly signed for and on behalf of the said Corporation and said corporate seal was affixed thereto by authority of its governing body.

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SAMPLE OF AN INDEMNITY AGREEMENT FOR FOREIGN GOVERNMENT

KNOW ALL MEN BY THESE PRESENT:

That the Government of _____, in
(Name of Foreign Government)
consideration of permission granted for (e.g., the use of the
facilities and the necessary services to load explosives and
other dangerous cargo.)

_____ (Description of work)
at _____ and as a condition precedent thereto, does
(Location)

hereby expressly agree to indemnify and hold harmless the
U.S. Government and its agencies and instrumentalities
against all suits, actions, claims, costs, or demands
(including, without limitations, suits, actions, claims, costs,
or demands for death, bodily injury, and property damage),
except those caused by the willful misconduct or gross
negligence of the U.S. Government or its agencies, or
instrumentalities, to which the U.S. Government, its agencies,
and instrumentalities may be subject by reason of damage or
injury (including death) to the property or person of anyone,
whosoever they may be, arising or resulting from any and all
operations hereafter performed either by the _____ or
(Naval Activity)
the Government of _____ its agents, officers,
(Foreign Government)
employees, instrumentalities, or contractors in _____
_____ or effecting

_____ (Description of Work)
any other work which the Government of _____
(Foreign Government)
may require at _____ during the time
(Location)

that the above described work is performed, or in any other way
arising there from or connected therewith.

IN WITNESS WHEREOF, this indemnity agreement has been duly
executed this _____ day of _____, 20____.

(Foreign Government)

By _____
(Duly Authorized Official
Having Authority to Bind
the Foreign Government to
this Indemnity Agreement)

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CERTIFICATE

I, _____, certify that I am the
_____ of the Government of _____
(Official Title) (Foreign Government)
executing this indemnity agreement; that _____,
who signed this indemnity agreement on behalf of the Government
of _____ was
(Foreign Government)
then _____ thereof; and was duly
authorized to sign for and on behalf of the Government
of _____
(Foreign Government)
pursuant to an Authorization, dated _____, signed by
the _____.
(Appropriate Authorized Foreign Government Official)

(Signature)

(Name and Official Title)