

**AGREEMENT RENEWING THE ALLIANCE
BETWEEN
THE MINE SAFETY AND HEALTH ADMINISTRATION
U.S. DEPARTMENT OF LABOR
AND
THE ASSOCIATION OF EQUIPMENT MANUFACTURERS**

The Mine Safety and Health Administration (MSHA) and the Association of Equipment Manufacturers (AEM) recognize the value of maintaining a collaborative relationship to foster safer and more healthful workplaces at the Nation's mining and milling operations.

MSHA and AEM hereby renew their Alliance to provide mine industry personnel with information, guidance, and access to training materials to emphasize the safe use and operation of equipment at mines. MSHA and AEM will work cooperatively to:

- i. Aid in identifying the scope of safety and health concerns and provide a way to proactively communicate that scope to all AEM manufacturers of mobile and powered haulage equipment.
- ii. Promote educational and training programs that address the maintenance and operation of equipment in a safe and healthful manner.
- iii. Develop and disseminate best practices to stakeholders who operate and maintain equipment.
- iv. Speak, exhibit, or appear at MSHA/AEM and other industry conferences or meetings attended by equipment operators, maintenance personnel, and mine operators to promote the safe use and maintenance of mining equipment.
- v. Review final accident reports and accident data involving mobile and powered haulage equipment within AEM's scope.

MSHA will be represented by designated personnel from Technical Support. MSHA's Mine Safety and Health Enforcement, Educational Policy and Development, and other appropriate program areas will provide support as needed. AEM will be represented by designated personnel from the Safety & Product Leadership Council, and its other Councils and Committees will provide support as needed. Representatives from both organizations will meet to develop a plan of action, determine working procedures, and identify the participants' roles and responsibilities.

AEM is authorized, with MSHA's approval, to use the MSHA Alliance Program logo on documents, webpages, and other products related to or created under the Alliance for as long as the Alliance remains in effect and in accordance with MSHA's "Guidance on the Use of the Alliance Program Logo" on the MSHA Alliance Program [webpage](https://www.msha.gov/support-resources/alliances-mous) (<https://www.msha.gov/support-resources/alliances-mous>). In particular, the logo may not be used to give the appearance that an Alliance Program participant's or other website is part of MSHA's website. The logo must not be used for fundraising or lobbying efforts, or to imply that MSHA endorses a

particular entity or its actions or products. Before the Alliance Program logo is used, MSHA and AEM must approve all materials and products developed under this Alliance. When possible, all documents or other products bearing the logo must include the following statement:

This product was developed as part of the MSHA Alliance Program. It does not necessarily reflect MSHA's official views. Use of the Alliance Program logo is reserved for MSHA and its active Alliance partners. The MSHA Alliance Program promotes miner safety and health through voluntary partnerships that provide training and education, outreach, technical assistance, and a national dialogue on mine safety and health. For more information, visit the MSHA Alliance Program [webpage \(https://www.msha.gov/support-resources/alliances-mous\)](https://www.msha.gov/support-resources/alliances-mous).

MSHA and AEM will provide all services, products, and resources related to or created under this Alliance without reimbursement from the other party.

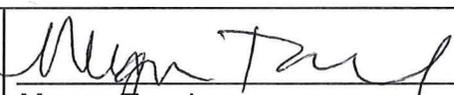
This Alliance creates no private right of action against the Federal Government or AEM. This Alliance creates no rights in any third party.

This Alliance is subject to the availability of funds. This agreement will not be construed as obligating funds. Nothing in this agreement obligates MSHA to expend appropriations or enter into any contract or other obligations.

Nothing in this Alliance shall limit, supersede, or otherwise affect MSHA's normal operations or decisions in carrying out its statutory or regulatory duties. This Alliance does not limit or restrict the parties from participating in similar activities or arrangements with other entities. This Alliance also does not limit or restrict the parties from taking any other necessary action.

The legal authorities for this Alliance are 30 U.S.C. §§ 952(a)-(c)(1) and 962.

Unless otherwise extended, this agreement will remain in effect for three (3) years. Either signatory may terminate it for any reason at any time, provided they give 30 days' written notice. This agreement may be modified at any time with the concurrence of both signatories.

 Wayne D. Palmer Assistant Secretary of Labor for Mine Safety and Health Administration	 Megan Tranel President & CEO Association of Equipment Manufacturers
Date: 3/3/26	Date: 3/3/24