DEPARTMENT OF THE NAVY
U.S. NAVAL SUPPORT ACTIVITY
PSC 817 BOX 1
FPO AE 09622-0001

NAVSUPPACT NAPLES INST 1740.4
N01J
30 APR 2010

NAVSUPPACT NAPLES INSTRUCTION 1740.4

From: Commanding Officer, U.S. Naval Support Activity, Naples, Italy

Subj: COMMERCIAL ACTIVITIES ON BOARD U.S. NAVAL SUPPORT ACTIVITY, NAPLES, ITALY

Ref:
(a) DOD Directive 1344.07, Personal Commercial Solicitation on DOD Installations, of 30 Mar 06
(b) Navy Regulations
(c) Memorandum of Understanding between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy
(d) OPNAVINST 1700.7 (Series)
(e) NAVSUPPACT NAPLES INST 1710.11 (Series)
(f) OPNAVINST 1700.9 (Series)
(g) NAVSUPPACT NAPLES INST 1700.12 (Series)
(h) DOD 5500.7-R, Joint Ethics Regulation, of 30 Aug 93
(i) COMUSNAVEURINST 5840.2 (Series)
(j) NAVSUPPACT NAPLES INST 1752.3 (Series)
(k) NAVSUPPACT NAPLES INST 11101.12 (Series)
(l) SECNAVINST 1740.2 (Series)
(m) SECNAVINST 5720.42 (Series)
(n) SECNAVINST 5211.5 (Series)
(o) DOD Instruction 1015.10, Programs for Military Morale, Welfare, and Recreation (MWR), of 3 Nov 95
(p) DOD 7000.14-R, Volume 7(a), Chapters 41 and 42, DOD Financial Management Regulation, of Feb 02
(q) DOD Instruction 1342.27, Personal Financial Management for Service Members, of 12 Nov 04
(r) DOD 7000.14-R, Volume 5, Chapter 34, Procedures Governing Banks and Credit Unions and Other Financial Institutions on DOD Installations, of Sep 00
(s) DOD Directive 1344.9, Indebtedness of Military Personnel, of 27 Oct 94
(t) Section 1751 of title 12, United States Code
(u) NAVSUPPACT NAPLES INST 1620.2 (Series)
(v) Section 1601 of title 15, United States Code

Encl: (1) Solicitation request - insurers and insurers' agents
(2) Solicitation request - other than insurers and insurers' agents
(3) Commercial activities request - individual with base access
(4) Commercial activities request - individual without base access

1. Purpose. To provide guidance on commercial solicitation and private business on board U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy. Such business includes, but is not limited to, housecleaning, financial planning services, service as a nanny, dry cleaning, tutoring, Tupperware parties, and providing music or dance lessons.

2. Background. In accordance with reference (a), it is NAVSUPPACT Naples policy to safeguard and promote the welfare of Department of Defense (DOD) personnel as consumers. Per reference (b), the Commanding Officer, NAVSUPPACT Naples is responsible for safeguarding personnel and preventing unauthorized access to the installation. Per reference (c), the Commanding Officer, NAVSUPPACT Naples is responsible for establishing controls to prevent unauthorized personnel from purchasing goods exempted from duties and taxes under reference (c). Reference (d) designates the Navy Exchange as the primary source of resale merchandise and services on Navy installations.

3. Scope

a. This instruction applies to:

(1) all personal commercial solicitation on board NAVSUPPACT Naples as defined below and in reference (a); and

(2) all private business on board NAVSUPPACT Naples, with the exception of non-applicable business identified in paragraph 3b below.

b. This instruction does not apply to:

(1) goods and services provided by the Navy Exchange,

the Defense Commissary Agency, or MWR, either directly or through contract with other companies;

(2) fundraisers and other events conducted by command-recognized private organizations in accordance with reference (e);

(3) banks and credit unions on board NAVSUPPACT Naples, unless specified in this instruction;

(4) Child Development Homes established on board NAVSUPPACT Naples under references (f) and (g);

(5) employment by U.S. Government entities;

(6) work performed pursuant to contract with U.S. Government entities;

(7) private sales of privately-owned vehicles and other personal property on board NAVSUPPACT Naples subject to the following conditions:

(a) the property is being acquired by the purchaser for the personal use of himself, herself, or a dependent; and

(b) the property was acquired by the seller for the personal use of himself, herself, or a dependent;

(8) child care provided by individuals with unescorted (independent) base access as long as the care is conducted for no more than ten total child care hours per week;

(9) child care provided by school-aged teenagers and 12-year-olds with unescorted (independent) base access during evenings or weekends in accordance with the requirements of reference (j); and

(10) yard sales conducted in accordance with reference (k).

c. This instruction does not preclude representatives from the Navy Mutual Aid Association from offering membership,

benefit plans, and services to current and prospective members and survivors.

4. Definitions

a. In accordance with reference (a), personal commercial solicitation is any contact on board the installation, including, but not limited to, meetings, meals, or telecommunications contact, including electronic communications, for the purpose of seeking private business or trade.

b. For the purposes of this instruction, private business is defined as the exchange of goods or services for money. It includes, but is not limited to, housecleaning, financial planning services, service as a nanny, dry cleaning, tutoring, Tupperware parties, and providing music or dance lessons. It does not include private business identified as non-applicable in paragraph 3b above.

c. For the purposes of this instruction, the term "commercial activities" includes both private business as defined in this instruction and personal commercial solicitation as defined in this instruction and reference (a).

5. Policy

a. All commercial activities

(1) No person has authority to enter NAVSUPPACT Naples to engage in commercial activities as a matter of right.

(2) Commercial activities may be limited due to space limitations and operational, security, or other considerations. The Commanding Officer, NAVSUPPACT Naples reserves the right to impose additional restrictions as necessitated by current conditions. Nothing in this instruction limits the inherent authority of NAVSUPPACT Naples to deny access or to establish time and place restrictions on commercial activities at NAVSUPPACT Naples.

(3) Government resources, including telephones, copy machines, e-mail, and other communications systems, shall not be

used to support any commercial activity, unless authorized in accordance with reference (h).

(4) The military postal service (MPS) shall not be used to support any commercial activity. Goods shipped and received through the MPS must be for the exclusive personal use of the addressee.

(5) Goods that have been acquired tax-free or duty-free shall not be sold or transferred to unauthorized persons except as permitted by reference (i).

(6) NAVSUPPACT Naples does not endorse any commercial activity. DOD employees acting in their official capacity shall not endorse or appear to endorse any solicitor, agent, or commercial activity.

(7) Solicitors and those conducting commercial activities on board NAVSUPPACT Naples shall observe all applicable Italian and U.S. laws and regulations and all applicable international agreements. The North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA) protections and tax exemptions are limited to certain individuals acting in their official capacity. These protections and tax exemptions do not apply to commercial activities. The NATO SOFA exemptions from taxation on salaries paid to members of the force and civilian component from the U.S. Government do not apply to income derived from other sources. Solicitors and those conducting commercial activities on board NAVSUPPACT Naples are responsible for paying all applicable taxes and duties, obtaining proper visas, abiding by all labor and/or business laws, and complying with all other applicable laws and regulations.

(8) Those engaged in commercial activities on board NAVSUPPACT Naples shall secure Comprehensive General Liability insurance to indemnify and protect NAVSUPPACT Naples and the Navy against public liability and property damage claims or other legal actions that may arise as a result of the commercial activities. The insurance policy shall be written by a commercial insurance company and shall include NAVSUPPACT Naples and the U.S. Navy as named insured under the insurance policy

coverage. Such insurance shall be primary coverage, not secondary or contributory with any other liability insurance policy. As a minimum, the insurance policy must provide protection of up to $500,000 per person, with a $1,000,000 total limit per occurrence, for bodily injury or death, and a $100,000 property damage limit per occurrence. Requests to waive this insurance requirement must be submitted to the Commanding Officer, via the Office of the Staff Judge Advocate. Such requests will be considered on a case-by-case basis.

(9) A violation of this instruction will result in the withdrawal of privileges to engage in any commercial activities on board NAVSUPPACT Naples.

b. Private business. Private business, with the exception of business identified as non-applicable in paragraph 3b above, shall not be conducted on board NAVSUPPACT Naples without specific authorization from the Commanding Officer, NAVSUPPACT Naples, or designee.

c. Personal commercial solicitation

(1) Personal commercial solicitation shall not be conducted on board NAVSUPPACT Naples without specific authorization from the Commanding Officer, NAVSUPPACT Naples, or designee.

(2) All personal commercial solicitation on board NAVSUPPACT Naples shall comply with references (a) and (l) and with this instruction.

(3) Personal commercial solicitation will be permitted only if the following minimum requirements are met:

(a) The solicitor is duly licensed under applicable Italian and U.S. laws and has complied with installation regulations, including base access procedures. The solicitor presents documentary evidence that the solicitor, the company they represent, and its agents meet the applicable licensing requirements.

(b) A specific appointment has been made with named persons for each meeting.

(c) Each meeting is conducted only in the area designated by the Commanding Officer, NAVSUPPACT Naples, or his/her designee.

(d) The solicitor agrees to provide and does provide each person solicited with DD Form 2885, the personal commercial solicitation evaluation, during the initial appointment. The person being solicited is not required to complete the evaluation. Completed evaluations shall be sent by the person who was solicited to the NAVSUPPACT Naples Office of the Staff Judge Advocate (SJA).

(e) The solicitor agrees to provide and does provide DOD personnel with a written reminder, prior to their making a financial commitment, that free legal advice is available from U.S. Region Legal Service Office, Europe and Southwest Asia.

(4) Before granting permission to solicit on board NAVSUPPACT Naples, the solicitor must provide license status and any complaint history from appropriate regulators.

(5) Personal commercial solicitation may only be conducted during pre-approved appointments.

(6) The following commercial solicitation practices are strictly prohibited on board NAVSUPPACT Naples:

(a) The use of desk space for interviews for other than a specified pre-arranged, pre-approved appointment. During such appointment, the solicitor shall not display desk signs or other materials announcing his or her name or company affiliation. The agent shall not distribute, or make available for distribution, literature or advertisement materials to any person other than the person being interviewed.

(b) The use of the NAVSUPPACT Naples Plan of the Week, PAO notes, marquee, webpage, or other official notice to announce the presence of an agent or his or her availability.

(c) Solicitation of personnel in a group setting or "mass" audience.

(d) Solicitation of personnel in a "captive" audience where attendance is not voluntary.

(e) Making appointments with or soliciting personnel during their normally scheduled work hours.

(f) Soliciting in the barracks, work areas, or transient personnel housing.

(g) Use of common access cards (CACs), NAVSUPPACT Naples identification cards, or other official military identification cards to gain access to NAVSUPPACT Naples for the purpose of soliciting. Even a solicitor with base access shall be escorted by the person being solicited for the purpose of engaging in personal commercial solicitation.

(h) Procuring, attempting to procure, supplying, or attempting to supply non-public listings of DOD personnel for purposes of commercial solicitation, except for releases made in accordance with references (m) and (n).

(i) Offering unfair, improper, or deceptive inducements to purchase or trade.

(j) Using promotional incentives to facilitate transactions or to eliminate competition.

(k) Using manipulative, deceptive, or fraudulent devices, schemes, or artifices, including misleading advertising and sales literature.

(l) Using oral or written representations to suggest or give the appearance that the DOD, Department of the Navy (DON), NAVSUPPACT Naples, or any other DOD organization or official either sponsors or endorses any particular company, its agents, or the goods, services, and commodities it sells.

(m) DOD personnel making personal commercial solicitations or sales to DOD personnel who are junior in rank

or grade, or to the family members of such personnel, except as authorized in paragraphs 2-205 and 5-409 of reference (h).

(n) Using any portion of NAVSUPPACT Naples facilities, including the barracks or military family housing, as a showroom or store for the sale of goods or services.

(o) Soliciting door to door or without an appointment, with the following exception: in accordance with reference (k), children who reside in military family housing may solicit door to door within the general part of their housing area for non-profit groups such as Student Activity Funds and scouting organizations. Such organizations must be command-recognized, and the activity must be pre-approved by the Office of the Staff Judge Advocate, per reference (e).

(p) Using official positions, titles, or organization names, for the purpose of personal commercial solicitation or other commercial activities, except as authorized in reference (h). Military grade and service as part of an individual's name (e.g., "Lieutenant Smith, U.S. Navy") may be used in the same manner as conventional titles, such as "Mr." or "Ms."

(q) Contacting DOD personnel by calling a government telephone, by faxing to a government fax machine, or by sending e-mail to a government computer, unless a pre-existing relationship exists (i.e., the DOD member is a current client) and the DOD member has requested to be contacted in that particular way.

(r) Distribution of competitive literature or forms on board NAVSUPPACT Naples by off-base banks or credit unions.

d. Life insurance and securities. In addition to the applicable regulations established above, the following applies to commercial activities related to life insurance and securities:

(1) NAVSUPPACT Naples strongly encourages every Sailor to obtain maximum Servicemember's Group Life Insurance (SGLI)

coverage. NAVSUPPACT Naples does not endorse any commercial life insurance company or product.

(2) When making appointments for insurance business, insurance agents shall identify themselves to the prospective client as an agent for a specific insurer.

(3) Only those insurers registered under the Overseas Life Insurance Registration Program of reference (a) will be permitted to solicit on board NAVSUPPACT Naples.

(4) All financial products which contain insurance features must clearly and thoroughly explain the insurance features of those products.

(5) Life insurance products and securities offered and sold to DOD personnel shall meet the prerequisites described in enclosure (3) of reference (a). Prior to authorizing any solicitation of an insurance or securities product on board NAVSUPPACT Naples, the commanding officer or designee will review all product documents, costs and fees, sales materials, literature, and all other items associated with the sale of the product.

(6) Prior to authorizing any solicitation of an insurance or securities product on board NAVSUPPACT Naples, the list of agents and companies currently barred, banned, or limited from soliciting on any DOD installations will be reviewed on www.commanderspage.com

(7) The following is strictly prohibited with respect to life insurance and securities:

(a) The use of DOD personnel representing any insurer, dealing directly or indirectly on behalf of any insurer or any recognized representative of any insurer on board NAVSUPPACT Naples, or as an agent or in any official or business capacity with or without compensation.

(b) The designation of any agent or the use by any agent of titles that in any manner states or implies any

endorsement from the U.S. Government, the Armed Forces, or any U.S. State or Federal agency.

(8) For servicemembers in pay-grades E-4 and below, only those discretionary allotments for life insurance that are accompanied by a memorandum from the unit's Command Financial Specialist (CFS), Fleet and Family Service Center (FFSC) Financial Educator (FE), or a legal assistance attorney shall be processed. A sample memorandum is provided as enclosure (3) of reference (l). For servicemembers in paygrades E-4 and below, at least seven days shall elapse between the signing of a life insurance application and the certification of a military pay allotment for any supplemental commercial life insurance. The purchaser's commanding officer may grant a waiver of the seven-day "cooling-off" period requirement for good cause, such as the purchaser's imminent deployment or permanent change of station.

e. In accordance with reference (d), the Navy Exchange is the primary source of resale merchandise and services on board NAVSUPPACT Naples. All requests to engage in commercial activities on board NAVSUPPACT Naples will be forwarded to the General Manager of the Navy Exchange for review and comment before being sent to the SJA.

f. Advertising and Commercial Sponsorship

(1) Solicitors may provide commercial sponsorship to MWR programs or events in accordance with reference (o). Sponsorship may not be used as a means to obtain personal contact information without written permission from the individual. Commercial sponsors shall not advertise products or services prohibited by reference (o) or this instruction or not specifically agreed to in the sponsorship agreement.

(2) In accordance with reference (p), distribution of competitive literature or forms on board NAVSUPPACT Naples by off-base banks or credit unions is prohibited.

(3) Posting and distribution of flyers, posters, notices and other advertisements. The advertisement of commercial activities through the use of flyers, posters, notices, and other advertisements on board NAVSUPPACT Naples is not permitted

unless the Commanding Officer, NAVSUPPACT Naples, or designee has granted the commercial activity permission to operate using the procedures of section six below. Approved commercial activities may advertise on the installation, provided they comply with base regulations on the posting of flyers, which are:

(a) Flyers are neatly posted only on bulletin boards, on the wall space immediately adjacent to doors in the parking garages on board the NAVSUPPACT Naples installation at Capodichino, or on the column closest to the mailboxes in the east parking garage on board the installation at Capodichino;

(b) Flyers are no larger than 8 ½ inches by 11 inches;

(c) Flyers are in good taste and do not imply any endorsement by DOD, DON, NAVSUPPACT Naples, or any other DOD organization or official;

(d) The individual posting the flyer removes the flyer when it is no longer needed; and

(e) The individual posting the flyer complies with the requirements of the organization responsible for the bulletin board.

g. Educational Programs and Counseling

(1) The FFSC shall develop and disseminate information and provide educational programs for members of the Military Services on their personal financial affairs, including such subjects as insurance, Government benefits, savings, budgeting, and other financial education and assistance requirements outlined in reference (q). Commercial agents, including representatives of loan, finance, insurance, or investment companies, shall not serve as instructors for this purpose. The primary providers of financial and consumer education programs for military members will be the FFSC FEs and unit CFSs. FEs shall be accredited per reference (q). On-base banks and credit unions may provide qualified instructors and materials subject to the following conditions:

(a) If the bank or credit union sells insurance or securities or has any affiliation with a company that sells or markets insurance or other financial products, the Commanding Officer, NAVSUPPACT Naples, or designee, shall consider that company's history of complying with this instruction and references (a) and (l) before authorizing the institution to provide the financial education.

(b) All prospective educators must agree to use appropriate disclaimers in their presentations and on their other educational materials. The disclaimers must clearly indicate that they do not endorse or favor any commercial supplier, product, or service, or promote the services of a specific financial institution. Visual aids and handouts shall be devoid of corporate logos.

(2) Other educational resources may be used provided that they meet requirements as a 501(c) non-profit organization and have an established Memorandum of Understanding with the DD or DON. The Navy Mutual Aid Association is approved to provide such programs on board NAVSUPPACT Naples.

(3) The FFSC shall provide individual counseling on loans and consumer credit transactions in order to encourage thrift and financial responsibility and to promote a better understanding of the wise use of credit, in accordance with reference (r).

(4) Military members are encouraged to seek advice from a legal assistance attorney, a CFS, or a financial counselor before making a substantial loan or credit commitment.

(5) Legal assistance attorneys and FEs shall provide advice and guidance to military members concerning reference (s). The advice and guidance provided must balance the protection of the servicemembers against unfair collection practices and the requirement that servicemembers satisfy just debts.

(6) Disinterested third-party insurance counseling shall be available at the FFSC. Financial counselors shall encourage DOD personnel to seek legal assistance or other advice from a

disinterested third party before entering a contract for insurance or securities.

(7) Banks and credit unions operating on board NAVSUPPACT Naples shall provide financial counseling as an integral part of their financial services offerings under reference (t).

h. Nothing in this instruction limits the inherent authority of the Commanding Officer, NAVSUPPACT Naples, and the Armed Forces Disciplinary Control Board under reference (u).

i. Nothing in this instruction limits the authority of Agency Designees to require DOD employees under their jurisdiction to report outside employment or activities under paragraph 2-303 of reference (h).

j. A copy of this instruction will be available on the NAVSUPPACT Naples website for viewing and downloading by the general public.

6. Procedures

a. Personal commercial solicitation

(1) Life insurance. Life insurers and their agents shall request permission to solicit on board NAVSUPPACT Naples by submitting an application following the format provided in enclosure (1) to the SJA. No solicitation may be conducted on board NAVSUPPACT Naples until permission is granted.

(2) Other personal commercial solicitation. Other companies and agents shall request permission to solicit on board NAVSUPPACT Naples by submitting an application following the format provided in enclosure (2) to the SJA. No solicitation may be conducted on board NAVSUPPACT Naples until permission is granted.

(3) If solicitation of a life insurance or securities product on board NAVSUPPACT Naples is authorized, it will be communicated to the agent in writing, using the format provided

at enclosure (1) of reference (l). Such approval shall not be communicated by an agent to a prospective purchaser.

(4) If solicitation is authorized, the Commanding Officer, NAVSUPPACT Naples, or designee, will designate the area where commercial activities may be conducted.

(5) Solicitors will not be provided with base access letters; they must be escorted on base by the person being solicited.

b. Other commercial activities

(1) Individuals with base access. Individuals with base access shall request permission to engage in commercial activities on board NAVSUPPACT Naples by submitting an application following the format provided in enclosure (3) to the SJA. No commercial activities may be conducted on board NAVSUPPACT Naples until permission is granted. All applicants must provide proof of lawful status in the Republic of Italy. The request shall include a detailed description of the proposed commercial activities, including the following minimal information:

(a) services or goods to be sold;

(b) costs and fees to be charged;

(c) hours of operation, including total number of hours per week and times of the day;

(d) locations on board NAVSUPPACT Naples where the activities will take place; and

(e) justification for engaging in the commercial activities on board NAVSUPPACT Naples, including a description of the benefit to the NAVSUPPACT Naples community and why the services or goods do not compete with Navy Exchange, DeCA, or MWR programs.

(2) Individuals without base access. Individuals without base access shall request permission to engage in

commercial activities on board NAVSUPPACT Naples by submitting an application following the format provided in enclosure (4) to the SJA. The request shall include a detailed description of the proposed commercial activities, including the minimal information identified above in paragraph 6b(1). No commercial activities may be conducted on board NAVSUPPACT Naples until permission is granted. A current certificato penale del casellario giudiziale and certificato dei carichi pendenti must accompany all requests. Applicants may be required to arrange for or participate in additional background investigations before the request will be approved. All applicants must provide proof of lawful status in the Republic of Italy. Permission to engage in on-base commercial activities will be granted to individuals without base access for no longer than six months at a time.

(a) Nannies and other babysitters without base access who desire to provide child care on board NAVSUPPACT Naples shall submit a request under this provision through their sponsor. This provision applies not only to nannies who desire to provide child care in the child's military family housing unit but also to nannies who desire to pick up or drop off a child at the installation or provide child care anywhere on base, including playgrounds, regardless of where the child resides. A nanny who desires to enter MWR facilities, including gymnasiums, the bowling alley, pools, and Carney Park, with the child must specifically state this on the request they submit through their potential employer. The request shall come from the child's sponsor whom the nanny will provide care for. The request shall also include contact information for the child's sponsor. The child's sponsor must submit the request to the SJA. In the endorsement, the sponsor shall state whether or not there is an arrangement with the applicant to provide child care and shall provide justification for any requested access to MWR facilities. The sponsor shall also identify their projected rotation date and shall commit to notifying the SJA prior to transferring out of the Naples area or when the nannies services are no longer in use. Nannies are not eligible for shopping privileges and will not be authorized to enter the Navy Exchange or Commissary. Nannies shall not operate Allied-Forces-Italy-plated vehicles or use gas coupons.

7. Denial, Suspension, and Withdrawal of Installation Solicitation Privileges

a. The Commanding Officer, NAVSUPPACT Naples will deny, suspend, or withdraw permission to conduct commercial activities on base if such action is in the best interest of the Command. The grounds for taking these actions may include, but are not limited to, the following:

(1) Failure to meet the licensure and other regulatory requirements.

(2) Violation of applicable Italian law.

(3) Violation of this instruction.

(4) Substantiated complaints or adverse reports regarding the quality of goods, services, or commodities, or the manner in which they are offered for sale.

(5) Knowing and willful violations of the "Truth in Lending Act," (reference (v)).

(6) Personal misconduct by an individual with commercial activities privileges while on board NAVSUPPACT Naples.

(7) The possession of, or any attempt to obtain, supplies of allotment or direct deposit forms or any other form or device used by Military Departments to direct a servicemember's pay to a third party, or the possession or use of facsimiles thereof.

(8) Using or assisting in using a servicemember's "MyPay" account or other similar internet medium for the purpose of establishing a direct deposit for the purchase of insurance or other investment product.

(9) Failure to abide by the policies contained in reference (s).

(10) Action by the Secretary of the Navy extending

denial or withdrawal of solicitation privileges throughout the DON.

(11) Action by the Principal Deputy Under Secretary of Defense for Personnel and Readiness extending denial or withdrawal of solicitation privileges throughout DOD.

(12) Objection by the Navy Exchange to the commercial activities occurring on board NAVSUPPACT Naples.

(13) Objection by Morale, Welfare and Recreation (MWR) to the activities occurring on board NAVSUPPACT Naples.

(14) Objection by the Italian authorities to the commercial activities occurring on board NAVSUPPACT Naples.

(15) Objection by a NAVSUPPACT Naples property landlord to the commercial activities occurring on the property.

(16) Determination by the Commanding Officer, NAVSUPPACT Naples, or designee that the commercial activities no longer further the best interest of the Command.

(17) Determination by the Commanding Officer, NAVSUPPACT Naples, or designee that the product or service is inappropriate for the needs of the NAVSUPPACT Naples community.

b. The Commanding Officer, NAVSUPPACT Naples, or designee will presume that any life insurance product with any of the features described below is inappropriate for the needs of the NAVSUPPACT Naples community. In the event that the commanding officer or designee cannot determine whether the product meets these standards, the product will not be approved for solicitation or sale on board NAVSUPPACT Naples. Such products, deemed inherently inappropriate, include but are not limited to:

(1) Any life insurance policy in which the premium for life insurance is more than the amount that would be charged for Veterans' Group Life Insurance (VGLI) coverage for a 25-year-old insured for the same amount of insurance coverage. VGLI rates can be accessed online at the Department of Veterans' Affairs website at http://www.insurance.va.gov/sgliSite/VGLI/VGLI.htm;

(2) Excluding annuities, any life insurance product with a savings component or side fund; or

(3) Any life insurance product that does not meet the standards established in the National Association of Insurance Commissioners "Military Sales Practices Model Regulation."

c. Procedures

(1) Suspected violations of this instruction shall be reported to the Security Department or to the SJA.

(2) Upon receiving an allegation of inappropriate commercial activities on board NAVSUPPACT Naples, the Commanding Officer, NAVSUPPACT Naples, or designee may immediately suspend commercial activity privileges while an investigation is conducted to determine whether further action is warranted. Suspension of commercial activity privileges will be communicated in writing to the individual engaged in the commercial activity and to the company that the individual represents, as applicable.

(3) Before personal commercial solicitation privileges are withdrawn or denied, an investigation into the allegations upon which the action is predicated will be conducted. Incident to the investigation, the individual or company shall be notified of the proposed action and given a period of ten calendar days to become familiar with the matters to be considered by the Commanding Officer, NAVSUPPACT Naples, or designee and to submit a statement with supporting facts for the consideration of the Commanding Officer, NAVSUPPACT Naples or designee. These procedures apply only to personal commercial solicitation privileges; other commercial activity privileges may be withdrawn or denied without conducting an investigation.

(4) The Commanding Officer, NAVSUPPACT Naples, or designee shall make a final commercial activity denial or withdrawal decision based upon the entire record in each case.

(5) The SJA and Security Officer will be notified of all decisions of suspensions and withdrawals of commercial activity privileges.

(6) After personal commercial solicitation privileges have been denied, suspended, or withdrawn, the solicitor shall not be escorted or sponsored onto NAVSUPPACT Naples by any means until the privileges have been reinstated.

(7) NAVSUPPACT Naples will report all violations of reference (a) or (l) within ten days of determining that an agent or company has violated said regulations. Reports will be made to the appropriate regulatory agency and Commander, Navy Installations Command via Commander, Navy Region Europe, Africa, and Southwest Asia. The report will comply with the format provided at enclosure (2) of reference (l) and with the guidance contained in paragraph 6g of reference (l).

(8) The Commanding Officer, NAVSUPPACT Naples, or designee may limit suspension or withdrawal of personal commercial solicitation privileges to a particular agent or extend it to the company which the agent represents. This decision will be based on the circumstances of the particular case, including, but not limited to, the nature of the violations, frequency of violations, the extent to which other agents of the company have engaged in such practices, any other matters tending to show the culpability of an individual and the company.

(9) Suspensions or withdrawals of commercial activity privileges may be permanent or for a set period of time. If for a set period, when that period expires, the individual or company may re-apply for permission to engage in commercial activities on base in accordance with the initial application procedures set forth in this instruction. The Commanding Officer, NAVSUPPACT Naples, or designee will notify the appropriate regulatory agencies, CNIC, and CNREURAFSWA when suspensions or withdrawals of personal commercial solicitation privileges are lifted.

(10) The appropriate regulatory authorities will be notified if an individual or company does not possess a valid license or if the agent, company, or product has failed to meet other regulatory requirements.

(11) The appropriate regulatory authorities will be

notified of concerns or complaints involving the quality or suitability of financial products or concerns or complaints involving marketing methods used to sell these products.

R. B. RABUSE

Distribution:
NAVSUPPACT NAPLES INST 5216.4Y
Lists: I through IV
Electronic via NAVSUPPACT Naples Web site
https://www.cnic.navy.mil/Naples/Departments/Administration/Instructions/index.htm

SOLICITATION REQUEST - INSURERS AND INSURERS' AGENTS

From:
To: Commanding Officer, U.S. Naval Support Activity, Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Ref: (a) DOD Instruction 1344.07 of 30 Mar 06
(b) SECNAVINST 1740.2E
(c) NAVSUPPACT NAPLES INST 1740.4

Encl: (1) Evidence that company and solicitor meet applicable licensing requirements
(2) Evidence of registration in accordance with reference (a)
(3) Written description of each product or service to be marketed to DOD client
(4) Evidence of insurance coverage

1. I respectfully request to engage in the following solicitation on board NAVSUPPACT Naples:

a. Client/potential client: _____
b. Type of meeting/communication: telephone call, in-person interview, meal, _____
c. Purpose of meeting/communication: _____
d. Proposed meeting place: _____
e. Proposed meeting time (prearranged with client): _____
f. Client's work hours: _____
g. Company that I represent: _____

2. I will not conduct solicitation on board NAVSUPPACT Naples until I am granted permission in writing.

3. I have read, I understand, and I will comply with references (a) through (c).

4. I will comply with all applicable Italian and U.S. laws and regulations and all applicable international agreements.

5. I am duly licensed under applicable Italian and U.S. law. Enclosure (1) is documentary evidence that the company that I represent and I meet applicable licensing requirements.

6. I agree to do the following:

a. Meet only with the DOD client identified in paragraph 1 and only at the place designated by the Commanding Officer, NAVSUPPACT Naples, or designee;

b. Provide the client identified in paragraph 1 with the DD Form 2885 and inform the client that the completed form may be sent to the NAVSUPPACT Naples Office of the Staff Judge Advocate (SJA); and

c. Provide DOD personnel with a written reminder, prior to their making a financial commitment, that free legal advice is available from U.S. Region Legal Service Office, Europe and Southwest Asia.

7. I agree not to engage in any of the practices prohibited in references (a) through (c).

8. The company that I represent and I are registered in the Overseas Life Insurance Program in accordance with enclosure (4) of reference (a). Enclosure (2) of this request is documentary evidence of such registration.

9. The company that I represent and I are not currently barred, banned, or limited from solicitation on any DOD installations.

10. In accordance with enclosure (3) of reference (a), enclosure (3) of this request contains a written description of each product or service that I intend to market to the DOD client identified in paragraph 1 above. Enclosure (3) contains all product documents, sales materials, literature, and other items associated with the sale of the product. Enclosure (3) identifies all costs and fees associated with each product or service that I intend to market to the client identified in paragraph 1 above. Each product or service that I intend to market to the client meets the prerequisites of enclosure (3) of reference (a). I will not market any products or services,

other than those described in this request, to the client identified in paragraph 1.

11. The company that I represent and I agree to hold harmless and indemnify the United States, Department of Defense, Department of the Navy, and any of their agents or sub-units for claims arising from this solicitation or any of my activities on board NAVSUPPACT Naples. The company that I represent and I are insured in accordance with reference (c). Documentary evidence of such insurance is provided as enclosure (4).

12. I understand that, if permission to engage in this personal commercial solicitation is granted, I will not be granted unescorted base access. My client must escort me on base, and I will depart NAVSUPPACT Naples at the end of the pre-approved appointment.

SIGNATURE BLOCK

SOLICITATION REQUEST - OTHER THAN INSURERS AND INSURERS' AGENTS

From:
To: Commanding Officer, U.S. Naval Support Activity, Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Ref: (a) DOD Instruction 1344.07 of 30 Mar 06
(b) SECNAVINST 1740.2E
(c) NAVSUPPACT NAPLES INST 1740.4

Encl: (1) Evidence that company and solicitor meet applicable licensing requirements
(2) Written description of each product or service to be marketed to DOD client
(3) Evidence of insurance coverage

1. I respectfully request to engage in the following solicitation on board NAVSUPPACT Naples:

a. Client/potential client: _____
b. Type of meeting/communication: telephone call, in-person interview, meal, _____
c. Purpose of meeting/communication: _____
d. Proposed meeting place: _____
e. Proposed meeting time (prearranged with client): _____
f. Client's work hours: _____
g. Company that I represent: _____

2. I will not conduct solicitation on board NAVSUPPACT Naples until I am granted permission in writing.

3. I have read, I understand, and I will comply with references (a) through (c).

4. I will comply with all applicable Italian and U.S. laws and regulations and all applicable international agreements.

5. I am duly licensed under applicable Italian and U.S. law.

Enclosure (1) is documentary evidence that the company that I represent and I meet applicable licensing requirements.

6. I agree to do the following:

a. Meet only with the DOD client identified in paragraph 1 and only at the place designated by the Commanding Officer, NAVSUPPACT Naples, or designee;

b. Provide the client identified in paragraph 1 with the DD Form 2885 and inform the client that the completed form may be sent to the NAVSUPPACT Naples Office of the Staff Judge Advocate (SJA); and

c. Provide DOD personnel with a written reminder, prior to their making a financial commitment, that free legal advice is available from U.S. Region Legal Service Office, Europe and Southwest Asia.

7. I agree not to engage in any of the practices prohibited in references (a) through (c).

8. The company that I represent and I are not currently barred, banned, or limited from solicitation on any DOD installations.

9. Enclosure (2) contains a written description of each product or service that I intend to market to the DOD client identified in paragraph 1. Enclosure (2) contains all product documents, sales materials, literature, and other items associated with the sale of the product. Enclosure (2) identifies all costs and fees associated with each product or service that I intend to market to the client identified in paragraph 1 above. Each securities product or service that I intend to market to the client meets the prerequisites of enclosure (3) of reference (a). I will not market any products or services, other than those described in this request, to the client identified in paragraph 1.

10. The company that I represent and I agree to hold harmless and indemnify the United States, Department of Defense, Department of the Navy, and any of their agents or sub-units for claims arising from this solicitation or any of my activities

on board NAVSUPPACT Naples. The company that I represent and I are insured in accordance with reference (c). Documentary evidence of such insurance is provided as enclosure (3).

11. I understand that if permission to engage in this commercial solicitation is granted, I will not be granted unescorted base access. My client must escort me on base and I will depart NAVSUPPACT Naples at the end of the pre-approved appointment.

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COMMERCIAL ACTIVITIES REQUEST - INDIVIDUALS WITH BASE ACCESS

From:
To: Commanding Officer, U.S. Naval Support Activity, Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Ref: (a) NAVSUPPACT NAPLES INST 1740.4

Encl: (1) Detailed description of proposed commercial activity
(2) Proof of lawful status
(3) {Evidence of insurance coverage} or {Justification for waiver of insurance coverage requirement}

1. I respectfully request to engage in the commercial activities described in enclosure (1) on board NAVSUPPACT Naples.

2. I will not engage in any unauthorized commercial activity on board NAVSUPPACT Naples until I am granted permission in writing.

3. I have read, understand, and will comply with reference (a).

4. I will comply with all applicable Italian and U.S. laws and regulations and all applicable international agreements. In particular, I acknowledge that the North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA) protections and tax exemptions are limited to certain individuals acting in their official capacity. These protections and tax exemptions do not apply to my commercial activities. The NATO SOFA exemptions from taxation on salaries paid to members of the force and civilian component from the U.S. Government do not apply to income derived from other sources, such as my commercial activity. I acknowledge that I am responsible for paying all applicable taxes and duties and for complying with all other applicable laws and regulations.

5. I will comply with all labor and licensing requirements applicable under Italian and U.S. laws and regulations.

6. I will not use Government resources, including telephones, e-mail, and other communications systems, in support of my commercial activity, unless authorized in writing by the Commanding Officer, NAVSUPPACT Naples, or designee. I also agree not to engage in this business activity during normal working hours.

7. I will not use the military postal service (MPS) to support my commercial activity. I will neither receive nor ship goods through MPS in support of my commercial activity.

8. I acknowledge that goods that have been acquired tax-free or duty-free, either through shipment of household goods or purchase at the Navy Exchange, may not be sold or transferred to unauthorized persons.

9. I will neither state nor imply that the Department of Defense, Department of the Navy, NAVSUPPACT Naples, or any other DOD organization or official endorses my commercial activity.

10. I am lawfully present in the Republic of Italy. Enclosure (2) contains proof of my lawful status in the Republic of Italy.

11. I agree to hold harmless and indemnify the United States, Department of Defense, Department of the Navy, and any of their agents or sub-units for claims arising from my commercial activities on board NAVSUPPACT Naples. {I am insured in accordance with reference (c). Documentary evidence of such insurance is provided as enclosure (3).} or {I respectfully request a waiver of the insurance requirement of reference (c). A justification for this waiver is provided as enclosure (3).}

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COMMERCIAL ACTIVITIES REQUEST - INDIVIDUALS WITHOUT BASE ACCESS

From:
To: Commanding Officer, U.S. Naval Support Activity, Naples, Italy
Via: (1) [If applicable] Parents of child for whom child care will be provided
(2) Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Ref: (a) NAVSUPPACT NAPLES INST 1740.4

Encl: (1) Detailed description of proposed commercial activity
(2) Certificato penale del casellario giudiziale
(3) Certificato dei carichi pendenti
(4) Proof of lawful status
(5) {Evidence of insurance coverage} or {Justification for waiver of insurance coverage requirement}

1. I respectfully request to engage in the commercial activity described in enclosure (1) on board NAVSUPPACT Naples.

2. I will not engage in any unauthorized commercial activity on board NAVSUPPACT Naples until I am granted permission in writing.

3. I have read, understand, and will comply with reference (a).

4. I will comply with all applicable Italian and U.S. laws and regulations and all applicable international agreements. I acknowledge that I am responsible for paying all applicable taxes and duties and for complying with all other applicable laws and regulations.

5. I will neither state nor imply that the Department of Defense, Department of the Navy, NAVSUPPACT Naples, or any other DOD organization or official endorses my commercial activity.

6. I will comply with all licensing requirements applicable under Italian and U.S. laws and regulations.

7. Enclosure (2) is my current certificato penale del casellario guidiziale.

8. Enclosure (3) is my current certificato dei carichi pendenti.

9. I am lawfully present in the Republic of Italy. Enclosure (4) contains proof of my lawful entry and status in the Republic of Italy.

10. I will not use, or encourage the use, of Government resources, including telephones, e-mail, and other communications systems, in support of my commercial activity, unless authorized in writing by the Commanding Officer, NAVSUPPACT Naples, or designee. I also agree not to engage in this business activity during normal working hours.

11. I agree to hold harmless and indemnify the United States, Department of Defense, Department of the Navy, and any of their agents or sub-units for claims arising from my commercial activities on board NAVSUPPACT Naples. {I am insured in accordance with reference (c). Documentary evidence of such insurance is provided as enclosure (5).} or {I respectfully request a waiver of the insurance requirement of reference (c). A justification for this waiver is provided as enclosure (5.}

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