NAVSUPPACT NAPLES INSTRUCTION 1710.11D

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

Subj: GUIDELINES FOR THE OPERATION OF NON-FEDERAL ENTITIES

Ref: (a) DoD 1000.15 of 24 October 08
     (b) DoD 5500.07-R of 20 August 93
     (c) CINCINST 11000.1A
     (d) DoDEA Administrative Instruction 1015.01 of 10 August 17
     (e) NAVSUPPACTNAPLESINST 1710.10F
     (f) NAVSUPPACTNAPLESINST 1710.15

Encl: (1) Request for Recognition by a Non-Federal Entity Sample Package

1. Purpose. To provide guidelines concerning the operation of Non-Federal Entities (NFEs) onboard U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, in compliance with references (a) through (f).

2. Cancellation. NAVSUPPACTNAPLESINST 1710.11C

3. Background. NFEs are self-sustaining organizations that are not an official component of the Federal government. NFEs are established, operated, and controlled by an individual(s) acting outside the scope of any official capacity as officers, employees, or agents of the Federal government. Examples of NFEs include Petty Officer Associations, spouse clubs, fraternal organizations, and businesses. The Navy has long recognized the important role NFEs have in improving the quality of life for Sailors, civilian employees and their families. NFEs provide opportunities for recreation, socializing, education, and professional development within the Navy community. In many cases, they also enhance esprit de corps and provide additional support to the warfighter. A NFE operating on the installation should make a positive contribution in terms of morale or service to installation personnel. These groups may operate on NAVSUPPACT Naples with permission of the Commanding Officer (CO), NAVSUPPACT Naples. The NAVSUPPACT Naples Staff Judge Advocate (SJA) is the designated office for oversight authority to ensure that NFEs comply with references (a) through (f) and this instruction.

4. Scope. This instruction applies to all NFEs unless pertinent statutes, regulations, or higher directives specify otherwise. The CO, NAVSUPPACT Naples may revoke the NFE's permission to operate onboard the installation when these regulations are violated. Consistent with reference (a), this instruction shall not apply to military relief societies, or banks or credit unions.
5. Policy

a. NFEs are not Federal entities and are not entitled to the sovereign immunity and/or privileges afforded to Federal entities and instrumentalities. NAVSUPPACT Naples’s support of NFEs is limited by reference (b). By Our Own, For Our Own (BOOFOO) organizations are specialized NFEs exempted from some of these restrictions and prohibitions, under paragraph 3-210 of reference (b). BOOFOOs are discussed in paragraph 6.

b. NFEs shall not conduct meetings, activities, or fundraisers onboard NAVSUPPACT Naples without first obtaining written approval from the CO, NAVSUPPACT Naples. Approval to operate onboard NAVSUPPACT Naples does not constitute approval of logistical support for meetings, fundraisers or other events or programs, nor does it bestow any official sanction, endorsement, or guarantee of support by the U.S. Government.

c. There shall be no official endorsement of NFEs, and NFEs may not imply or create the appearance that a NFE is an official part of NAVSUPPACT Naples, the Navy, or the Department of Defense (DoD).

1) To prevent the appearance of official sanction or support by the DoD or Department of the Navy (DoN), a NFE shall not use the following in its title or letterhead:

a) The name or seal of the DoD

b) The name or seal of the DoN

c) The seal, logo, or insignia of any other DoD component or instrumentality

d) The seal, logo, or insignia other identifying device of NAVSUPPACT Naples; or

e) Any other seal, logo, insignia, or the like, used by any DoD component to identify any of its programs, locations, or activities.

2) Per reference (c), NFEs shall not use the name or abbreviation of any Navy or DoD component in the NFE’s name (e.g., “Naval Support Activity Naples First Class Petty Officer’s Association”) without first securing consent from the Navy or DoD component whose name is used. Any such use must not create the perception that the NFE is an organizational unit of the Navy or DoD.

3) All NFEs must prominently display the following disclaimer on all print and electronic media: “THIS IS A NON-FEDERAL ENTITY. IT IS NOT A PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND IT HAS NO GOVERNMENTAL STATUS.” This disclaimer must also be provided in appropriate oral communications and public announcements when the name of the entity is used.
(4) NFEs and their members are responsible for complying with references (a) through (f). In particular, members of NFEs who are Government employees are reminded that the official or apparently official endorsement of events, the use of one's official title with respect to NFEs and the use of official channels to distribute information regarding events, absences to participate in events or fundraisers, and the use of Government resources, including e-mail, in support of events, are all restricted per reference (b).

(5) Service members participating in NFE fundraisers or events are not authorized to do so in uniform unless otherwise authorized by statute.

d. NFEs shall be financially self-sustaining. Neither DoD components nor Non-Appropriated Fund (NAF) instrumentalities may provide financial assistance to any NFE.

c. Any logistical support provided by NAVSUPPACT Naples to any NFE may not hinder any Navy or DoD component’s military mission or detract from readiness.

f. NFEs shall not solicit, advertise, or endorse commercial sponsorships for on-base events. Service members involved in NFEs must be aware of their limitation for solicitation from outside sources as per 5 C.F.R. § 2635.202.

g. All NFEs shall be treated the same; however, certain NFEs have authorization for unique support. Enclosure (3) of reference (a) provides a list of these NFEs, as well as the statutory basis for the unique support.

h. NFEs that unlawfully discriminate or deny membership because of race, color, religion, sex (including gender identity), national origin, or sexual orientation may not conduct activities onboard NAVSUPPACT Naples. Unlawful discrimination shall be reported to the NAVSUPPACT Naples SJA immediately. NFEs may organize around a cultural or ethnic focus as long as they do not restrict their membership on the basis of culture or ethnicity.

i. NFEs shall not engage in hazing or harassment for initiation and will not be recognized nor authorized to operate onboard NAVSUPPACT Naples if found to be engaging in such activities.

j. Activities of any NFE shall not in any way prejudice or discredit the DoD, the DoN, other DoD Components, or other Agencies of the Federal Government.

k. NFEs shall not fundraise on base by implementing raffles, bingo games, games of chance, or other such forms of gambling.

6. BOOFOOs

a. BOOFOOs are specialized NFEs, and are expressly detailed under paragraph 3-210 of reference (b). They are granted certain rights and abilities denied to other NFEs. To qualify as a
BOOFOO, an NFE must be composed of primarily DoD employees, fundraise among its own members, for the benefit of their own members. Below is all of the exceptions that apply only to BOOFOOs:

(1) Endorsement from official DoD sources or employees in their official capacity.

(2) Limited logistical support not otherwise authorized to other NFES, to include storage of supplies or equipment.

(3) Operate fundraisers, advertisements, or events within the workspace onboard NAVSUPPACT Naples, not otherwise prohibited by statute.

(4) Conduct limited raffles, bingo, or games of chance, as long as approved through the NAVSUPPACT Naples SJA.

b. BOOFOOs shall not solicit, advertise, or endorse any commercial sponsorships. A BOOFOO may only receive funds from its own members to maintain its status, and if they violate this requirement, they may lose their BOOFOO status and all of the protections and allotments therein.

c. If not expressly listed, BOOFOOs follow NFE protocol on limitations, and requirements for operation onboard NAVSUPPACT Naples.

7. Approval process for NFES

a. The NAVSUPPACT Naples SJA is designated by the CO, NAVSUPPACT Naples to manage the NFE program. The extent of SJA management is always subject to the discretion of the CO. A NFE seeking to operate or renew its authorization to operate onboard NAVSUPPACT Naples shall apply for installation recognition via the NAVSUPPACT Naples SJA and must secure written approval from the CO prior to operating on the installation. A request to operate on NAVSUPPACT Naples shall be submitted to the NAVSUPPACTRO Naples SJA and shall include at a minimum, the request for recognition memorandum, charter or bylaws, a list of members, a list of officers, proof of insurance or a request for a waiver of the insurance requirement, a liability waiver, and the acknowledgement of terms (see enclosures (1)). Specific requirements are as follows:

(1) Charter. A written charter, constitution, bylaws, or equivalent document (see enclosure (1)). The charter shall sufficiently delineate the NFE’s nature, purpose, objectives, and sources of income. No DoD personnel acting in an official capacity, including the CO, NAVSUPPACT Naples, shall sign or issue a charter that serves as the legal basis for any NFE. No DoD personnel acting in an official capacity may be listed in the charter as having authority over that NFE, beyond that of the CO, NAVSUPPACT Naples’s approval to operate onboard NAVSUPPACT Naples. BOOFOOs shall expressly detail their status in their charter, and the limitations therein.
(2) Membership eligibility. A satisfactory description of the NFE’s membership eligibility. This may include in the charter or bylaws (see enclosure (1)). Per reference (a) and this instruction, no NFE may unlawfully discriminate or deny membership because of race, color, creed, sex, age, gender, disability, national origin and sexual orientation.

(3) Management responsibilities. A satisfactory description of the NFE’s management responsibilities (see enclosure (1)). The description should indicate who is responsible for accounting for the NFE’s assets, satisfying liabilities, and disposing of any residual assets upon the organization’s dissolution.

(4) Member liability. Per reference (a), a certification indicating that the NFE’s members understand that they may be held personally liable if the NFE’s assets are insufficient to discharge its liabilities (see enclosure (1)).

(5) Insurance. Pursuant to reference (a), a NFE must secure adequate insurance (or obtain an authorized waiver of the requirement) to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the organization or one or more of its members acting on its behalf, or the operation of any equipment, apparatus or device under the control and responsibility of the NFE. This insurance requirement may be waived at the discretion of the CO, NAVSUPPACT Naples for activities with low liability exposure (see enclosure (1)). A waiver releases the NFE from the insurance requirement of this instruction, but does not protect the NFE or its members from valid claims or successful civil suits. In no case may NAVSUPPACT Naples or any Navy or other DoD component assume liability for the activities of a NFE.

(6) Property removal. An agreement to remove and, if applicable, dispose of any NFE property from NAVSUPPACT Naples in the event permission to operate is revoked or the NFE dissolves.

b. Term of approval

(1) Permission to operate onboard NAVSUPPACT Naples shall ordinarily be valid for two years. Packages will be processed bi-annually no later than 28 February and 31 August. NFEs must resubmit the approval package every two years, due by either 30 January or 31 July of the second year of operation. See enclosure (1).

(2) Before authorization to operate will be granted, NFE officers are required to attend training provided by the NAVSUPPACT Naples SJA. Applicants must also submit an annual status report to include a member/official list to the NAVSUPPACT Naples SJA no later than 30 days prior to the expiration of the authorization to operate. See enclosure (1).

(3) Compliance with these procedures will minimize delays and assure expeditious application review. Failure to submit annual status reports, or bi-annual bylaw validation, will prevent the NFE from hosting any fundraiser or event onboard NAVSUPPACT Naples.

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c. Notice of changes. NFEs shall submit prompt notification of any material change in the organization’s charter, membership policy, or management responsibilities to the NAVSUPPACT Naples SJA. The constitution and bylaws must be updated every two years or when there is a change in the purpose of the NFE. A copy of the proposed constitution or bylaws with the changes and/or updates must be submitted (e.g. track changes), unless there were significant changes, where the entire bylaws have been updated.

8. Fundraising

a. Permission of the CO. NFEs must obtain the permission of the CO, NAVSUPPACT Naples prior to conducting fundraising activities onboard the installation. All requests to conduct fundraisers or obtain logistical support from NAVSUPPACT Naples must be made, in writing, to the CO, NAVSUPPACT Naples via the NAVSUPPACT Naples SJA (see enclosure (1)). Approval to operate on the installation as a NFE does not guarantee that fundraising requests by the NFE will also be approved. In order to ensure equitable treatment of similar groups, NAVSUPPACT Naples may limit the number of meetings, events, and activities that a NFE may conduct on base. All NFE fundraising shall be conducted in accordance with references (b). COs or Officers In Charge (OICs) of tenant commands may approve fundraising requests within their command spaces, provided that these activities comply with references (a) and (b) of this instruction, and are conducted by BOOFOOs.

b. Purpose of fundraisers. Due to the limited resources available, NAVSUPPACT Naples will not provide logistical support (use of NAVSUPPACT Naples facilities) for fundraisers and other NFE events held on NAVSUPPACT Naples unless those fundraisers and events support “DoD Community relations with the immediate community and/or other legitimate DoD public affairs or military training interests” and are of “benefit to the local civilian community, the DoD Component command or organization providing the support, or any other part of DoD” in accordance with reference (b). The CO, NAVSUPPACT Naples, has discretion to determine whether an event or charitable cause meets these criteria.

c. Competition with base activities. NFE fundraising shall not compete with the Navy Exchange (NEX), any Morale, Welfare, and Recreation (MWR) activities, or any other appropriated or non-appropriated fund activity on the installation. A determination of what is considered “competitive” and therefore unauthorized is solely within the discretion of the CO, NAVSUPPACT Naples. NFEs shall not resell goods purchased from the NEX or Commissary to persons not otherwise entitled to use those facilities. Further, NFEs shall not engage in frequent or continuous resale activities.

d. Competition with the Combined Federal Campaign (CFC) or Navy Marine Corps Relief Society (NMCRS). The CFC exists to reduce disruption in the Federal workplace by consolidating fundraising efforts into one yearly event. The NMCRS exists to support the needs of the service member and his or her family. Accordingly, the CO, NAVSUPPACT Naples, will carefully scrutinize requested fundraisers during the CFC and NMCRS fundraising periods.
e. **Fundraising in the workplace.** NFE fundraising activities shall not occur in the workplace; BOOFOOs are exempted from this requirement. The CO, NAVSUPPACT Naples has the authority to determine which areas of the base are considered “outside the workplace” for fundraising purposes. Organizations must display a copy of their authorization to operate and their fundraiser approval at each event.

f. **Fundraising events.** NEX Bagging fundraisers are approved by the NEX. All other fundraisers must be approved by the NAVSUPPACT Naples SJIA office. Only organization officers or a designated Points of Contact (POCs) may submit fundraiser requests. Any organization conducting a fundraiser must clearly identify itself during the event. Fundraising requests must be submitted 7 days in advance and are approved on a first come first serve basis. Organizations will not be permitted to reserve a large number of dates to be fair to all organizations. Only 2 fundraisers are permitted on NAVSUPPACT Naples per week. Of those, only 1 can be a food sale.

   (1) **Alcohol.** NFEs shall not sell or furnish alcohol to persons on Navy installations as part of any fundraising activity or otherwise.

   (2) **Gambling / Raffles.** NFEs shall not conduct games of chance, lotteries, raffles, or other gambling-type activities on base; BOOFOOs may do so in limited circumstances. All requests to conduct raffles must be reviewed by NAVSUPPACT Naples SJIA Office.

9. **Compliance with laws and regulations**

   a. NFEs shall comply with all applicable fire and safety regulations; environmental laws; local, state, and Federal tax codes; and any other applicable statutes or regulations. If applicable, the NFE must also comply with all Italian laws and regulations. Under reference (b), the NFE officers and members participate in their personal capacities and will be held personally liable for any violations of law and regulation.

   b. Most NFEs qualify as some level of non-profit, and as such do not have to pay taxes. However, be aware that does not eliminate the requirement to file taxes. Members of NFEs who have not properly filed for their Employer Identification Number (EIN) may be held personally liable for all of the assets the NFE produced for its lifetime, as well as interest from that amount.

10. **Command support to NFEs**

    a. **Logistical support.** NFEs are responsible for furnishing their own equipment, supplies, and other resources. Unless provided by statute, they have no specific entitlement to logistical support from the Navy. Navy commands shall take action to preclude unauthorized expenditures of appropriated funds, commissary surcharge, or non-appropriated funds in support of NFEs. NFEs are not authorized the use of appropriated funds or non-appropriated funds nor may purchases be made to support them using Government Purchase Cards. At the discretion of the CO, NAVSUPPACT Naples, NFEs may occasionally receive support in the form of space for
meetings, fundraisers or events, or limited use of command resources. Any such support must be consistent with the seven factors set forth in reference (b), section 3-211. NFEs may not utilize NAVSUPPACT Naples vehicles, aircraft, equipment, supplies, communications equipment or facilities as part of fundraising efforts. Logistical support may include, but is not limited to, the following:

(1) Permission to post or distribute informational material on base;

(2) Use of free space in the MWR bulletin board to announce or advertise organizational calendars or events;

(3) Purchase or rent of services and/or materials through or from MWR; and

(4) Limited use of NAVSUPPACT Naples equipment, facilities, utilities, or areas. NAVSUPPACT Naples will not store any equipment or supplies for NFEs beyond day-use for particular events or fundraisers. Any requests to do so must be requested separately.

b. **Personnel Support**

(1) Neither service members nor civilian employees may be assigned to work for NFEs as an official duty. Service members or civilian employees may be assigned as official liaisons to represent DoD or DoN interests to NFEs per reference (c).

(2) Service members or civilian employees participating in NFE activities shall do so during off-duty time or while in a liberty status unless specifically authorized by law or regulation.

(3) Neither service members nor civilian employees may show favoritism toward one NFE over another while acting in an official capacity.

(4) Participation, or membership in a NFE is a personal decision. Subordinates may not be coerced or influence to join or take part in the activities of a NFE. Neither may subordinates be asked to explain a decision not to join or take part in the activities of a NFE.

(5) SJAs and Navy General Counsel (GC) may provide information to NFEs concerning the procedural requirements for operating on the installation. SJAs and GC are generally not permitted to provide legal advice to NFEs.

11. **Dissolution**

a. In case of dissolution, funds in the NFE's treasury will be used to satisfy any outstanding debts, liabilities, or obligations. The balance of assets will be disposed of as determined by the membership. This must be included in the constitution or bylaws.
b. Upon dissolution or disestablishment of a NFE, the NFE will submit written notice to the CO, NAVSUPPACT Naples to include the following information:

(1) A final audit signed by three of its members, not to include elected officials or the treasurer, or by an audit board appointed by the CO, NAVSUPPACT Naples; and

(2) The method of disposition of all assets.

c. The CO, NAVSUPPACT Naples may, at any time, without notice, withdraw recognition of any NFE when such action is considered to be in the best interests of the service or when any NFE fails to adhere to the requirements contained in or incorporated by reference into this instruction.

12. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per SECNAV M-5210.1.

13. Review and Effective Date. Per OPNAVINST 5215.17A, NAVSUPPACT Naples will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, Department of Defense, Secretary of the Navy, and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will automatically expire 10 years after effective date unless reissued or canceled prior to the 10-year anniversary date, or an extension has been granted.

T. A. ABRAHAMSON

Releasability and distribution:
NAVSUPPACTNAPLESINST 5216.4CC
Lists: I through IV
Electronic via NAVSUPPACT Naples website:
https://www.cnic.navy.mil/regions/cnreuralfswa/installations/NSA_naples/about/departments/administration.html
REQUEST FOR RECOGNITION BY A NON-FEDERAL ENTITY SAMPLE PACKAGE

REQUEST FOR RECOGNITION BY A NON-FEDERAL ENTITY

Memorandum

From: (Elected Head of the Organization, Name of Organization)
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: REQUEST TO ESTABLISH A NON-FEDERAL ENTITY ONBOARD NAVAL SUPPORT ACTIVITY NAPLES

Encl: (1) Constitution or Bylaws (signed by an appropriate official)
(2) List of members (by name)
(3) List of officers (by name and position)
(4) Insurance/Waiver of Insurance Coverage

1. Enclosures (1) through (4) are submitted to obtain command recognition for (Name of Group) to form a formal non-Federal entity (NFE) on U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, in accordance with NAVSUPPACTNAPLESINST 1710.11D.

2. All business will be conducted as outlined in the constitution and bylaws of the club. Attached is the required documentation necessary to establish a NFE.

3. All elected and/or appointed officers and committee members of this organization shall authorize the Commanding Officer, NAVSUPPACT Naples or his designated representatives to release the names, titles, email addresses, and telephone numbers of its officers and/or committee members.

4. The primary point of contact for this NFE is (Name and duty phone).

Envelope (1)
SAMPLE ORGANIZATION BYLAWS

Article I - Organization Name

The name of the non-Federal entity shall be the Sample Organization of Naples.

This is a non-Federal entity (NFE). As a NFE, it is not part of the Department of Defense or any of its components and it has no governmental status. The U.S. Government will at no time be held liable for any of this organization’s actions.

Article II - Purpose

The purpose of this organization is to: (Please list or describe the nature, function and objectives of your organization)

☐ ...
☐ ...
☐ ...
☐ ...

The Sample Organization is self-sustaining, primarily through dues, contributions, service charges, fees and/or special assignment of members.

The Sample Organization agrees to comply with all local laws, applicable international agreements and installation instructions. To this end, our organization acknowledges that failure to do so may result in administrative action against the NFE or its members.

Article III - Membership

Eligible members shall be limited to service members, designated civilians, and family members attached to the Sample Organization. Each member shall actively recruit members as deemed fit.

All new members are subject to a XXX initiation fee; there are no monthly due fees associated with this organization at the current time.

No person because of race, color, creed, sex, age, disability, or national origin shall be unlawfully denied membership, unlawfully excluded from participation, or otherwise subjected to unlawful discrimination by this organization.

Article IV - Officers

The officers of the Sample Organization will consist of the President, Vice President, Secretary, and Treasurer. Below are a general summary of their duties and role held within the Sample Organization:

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Enclosure (1)
President

- He/she will oversee the Committee’s existence and contributing value to the community
- Attend all regular meetings
- Assign duties to each officer
- Maintain all permanent records of the Committee

Vice-President

- He/she shall attend all regular meetings
- Carry out the duties of the President in the President’s absence
- Assist the President with his/her duties

Secretary

- Keep accurate and complete minutes of committee meetings
- Take roll call at meetings
- Maintain membership records and point of contact lists
- Handle all correspondence and fundraiser requests
- Coordinate Sample Organization Meetings
- Ensure the flow of information in regard to meetings and events

Treasurer

- Be responsible for all funds pertaining to the club
- Prepare financial statements and balance sheets for committee renewals
- Pay all bills associated with committee
- Prepare an annual summary of all fiscal activities for recordkeeping purposes and annual audits
- Files taxes by either the local government of Naples, or the U. S. Internal Revenue Service (IRS), as required

All members, regardless of position, shall conduct themselves at all times in such a manner as to be a credit to this organization.

Article V - Elections

Regardless of title, all regular members will have voting privileges. All elected officials will be elected by a majority vote and terms will be for one calendar year in duration. Any changes in official designations will be required in writing with reasonable justification and submitted to the President as soon as possible to afford election of a new official.
Article VI- Organization Meetings

Unless otherwise stated, meetings shall be conducted outside of working hours and held on a monthly basis at___ at____ on_____. Notification of such meetings will be sent via email at least 3 business days prior to desired date of meeting.

Article VII- Liability

All members may be held personally liable for their actions. As per DoD Instruction 1000.15, section 6.3.3, all members will be briefed upon becoming a member of this organization, and must fully understand that they are personally liable for their actions.

Members of the Sample Organization further agree to hold harmless and indemnify the United States, Department of Defense, Department of the Navy, and any of its agents or sub-units for claims arising from any of the organization's activities.

Members of the Sample Organization understand that the Department of Defense, Department of the Navy, and any of its agents or sub-units are not responsible for their legal obligations to meet any tax status of any nation, government, or country they fall under.

Article VIII- Insurance

Members of the Sample Organization agree to maintain adequate insurance to protect against public liability and property damage claims or other legal actions arising as a result of their actions or the operation of any equipment or devices under their control and responsibility. The Group and Members agree to assume liability, personally and collectively, for all debts of the Group.

Members of the Sample Organization further understand that the members are jointly and severally liable for the obligations of the organization. If the organization does not obtain adequate insurance as detailed above and cannot pay its own debts, the members’ personal assets are put at risk.

Dissolution Clause

1. Upon the written agreement of two-thirds of the membership of the Association, the Association will be dissolved.

2. In the event that the assets are insufficient to discharge all liabilities, the entire membership will equally share in covering the liabilities.

3. The President and Secretary and/or Treasurer will ensure that a dissolution audit is conducted and forwarded to the Commanding Officer, NAVSUPPACT Naples via the Staff Judge Advocate, Naples.
4. In the event that the [Organization] is dissolved and there is a balance in the treasury, excess supplies or equipment, it shall be donated to a charity, to be decided on at the time the [organization] is dissolved and in accordance with CNICINST 11000.1 and the Joint Ethics Regulation, DoDI 5500.7.

These Bylaws, effective X Month 20XX, will remain in effect for two years following today’s date or until dissolved, whichever is sooner. They have been read and signed by the following Sample Organization Officials:

Signed: __________________________
Sample Organization President, 20XX (DO NOT LIST RATE/RANK)

Signed: __________________________
Sample Organization Vice-President, 20XX (DO NOT LIST RATE/RANK)

Signed: __________________________
Sample Organization Secretary, 20XX (DO NOT LIST RATE/RANK)

Signed: __________________________
Sample Organization Treasurer, 20XX (DO NOT LIST RATE/RANK)
SAMPLE FORMAT LIST OF MEMBERS

Memorandum

From: NFE’s Name

Subj: LIST OF MEMBERS

1.
2.
3.
4.
5. (etc.)

Date: ____________

(Organization Leader)

PRIVACY ACT STATEMENT AUTHORITY: 44 USC 31 - I.
PRINCIPLE PURPOSE: Files are used locally to contact NFE officers for administrative purposes.
ROUTINE USES: Used to locate personnel assigned to, attached, or tenanted at NAVSUPPACT Naples in response to specific inquiries from official government activities for the conduct of business. Files are used locally and administer programs and personnel.
DISCLOSURE IS VOLUNTARY: Disclosure of cell/home phone numbers and box numbers is voluntary.
SAMPLE FORMAT LIST OF OFFICERS

Memorandum

From:  NFE's Name

Subj:  LIST OF OFFICERS

PRESIDENT: (DO NOT LIST RATE/RANK)
Command:
Work Telephone:
Cell Telephone:
E-Mail:

VICE PRESIDENT: (DO NOT LIST RATE/RANK)
Command:
Work Telephone:
Cell Telephone:
E-Mail

SECRETARY: (DO NOT LIST RATE/RANK)
Command:
Work Telephone:
Cell Telephone:
E-Mail

TREASURER: (DO NOT LIST RATE/RANK)
Command:
Work Telephone:
Cell Telephone:
E-Mail

**Add any additional positions according to your bylaws/constitution**

(Title - Organization Leader/President)

PRIVACY ACT STATEMENT
AUTHORITY: 44 USC 31 - 1. PRINCIPLE PURPOSE: Files are used locally to contact NFE officers for administrative purposes. ROUTINE USES: Used to locate personnel assigned to, attached, or tenanted at NAVSUPPACT Naples in response to specific inquiries from official government activities for the conduct of business. Files are used locally and administer programs and personnel. DISCLOSURE IS VOLUNTARY: Disclosure of cell/home phone numbers and box numbers is voluntary.

Enclosure (1)
MEMORANDUM

From: NFE’s Name

Subj: REQUEST FOR WAIVER OF INSURANCE COVERAGE REQUIREMENT

1. Request the (NFE’s name) be granted a waiver of the requirement for liability insurance pursuant to NAVSUPPACTNAPLESINST 1710.11D. Attached is a copy of the organization’s current and prior year financial records for your review. We understand that the Commanding Officer may still require liability insurance for specific events that involve a greater risk of injury or damage.

2. We also understand that the (NFE name) is jointly and severally liable for the obligations of the organization.

3. Activities of this NFE consist largely of activities with extremely low liability exposure such as monthly meetings, parties and other gatherings.

4. We understand that the waiver of the requirement for liability insurance will be granted in conjunction of our approval to operate on base, unless it is expressly denied by the Commanding Officer, NAVSUPPACT Naples.

(Title - Organization Leader/President)
LIABILITY WAIVER (HOLD HARMLESS AGREEMENT)

Organization (NFE) Name:

For and in consideration of the use of our participation in NFE programs, events, activities, or U.S. Government facilities, the undersigned does agree to, release, waiver, indemnify, exonerate, hold harmless and defend the United States of America, the United States Navy, U.S. Naval Support Activity (NAVSUPPACT) Naples, Italy, and the Morale, Welfare, And Recreation (MWR) organization, NAVSUPPACT Naples, and their assigns for any claims, demands and causes of action (including defense costs and attorney fees) arising out of or pertaining to any loss, damage, injury or death sustained by the undersigned and members of the undersigned’s NFE and caused by any negligent act of omission, or breach of duty related to any NFE recreational activity, program, or event. This release and document applies whether or not any claim, demand, action or suit is based on or alleged to be based on in part, the negligent act or act of omission, or similar conduct of those parties hereby released and indemnified.

The undersigned does hereby assume all risks and hazards incident to or attendant with participation in the private activity, program or event.

I understand that completion of this form is voluntary. However, my failure to execute this agreement may result in the inability of my NFE to perform or provide the service(s) requested or offered.

() (Title - Organization Leader/President)
ACKNOWLEDGEMENT OF TERMS  
(Please read and initial each statement)

____ I have received a copy of NAVSUPPACTNAPLESINST 1710.11D (GUIDELINES FOR NON-FEDERAL ENTITIES)

____ I understand that my NFE may not discriminate or deny membership because of race, color, creed, sex, age, gender, disability, national origin or sexual orientation.

____ I understand that my private organization is a Non-Federal Entity (NFE) and must be financially self-sustaining primarily through dues, contributions, service charges, fees, or special assessment of members.

____ I understand that my NFE is prohibited from hindering any Navy or Department of Defense (DoD) command’s military mission and may in no way detract from readiness.

____ I understand that my NFE and our actions/activities may at no time bring any discredit to the Navy or the DoD.

____ I understand that the Commanding Officer, NAVSUPPACT Naples is authorized to deny or revoke a NFE’s permission to operate on base if my organization fails to comply with applicable instructions.

____ All members understand that they are personally liable, as provided by law, if the assets of the NFE are insufficient to discharge all liabilities.

____ I have purchased insurance, or have completed a waiver for insurance. NAVSUPPACT Naples or any Navy component is not liable for the activities of this group.

____ We agree to remove and if applicable, dispose of any our property from NAVSUPPACT Naples in the event that permission to operate is revoked.

____ I understand that I cannot use the name or abbreviation of any Navy or DoD component in the title of my NFE without first securing consent from the command via the Commanding Officer.

____ My bylaws include the disclaimer “THIS IS A NFE. IT IS NOT PART OF THE DoD OR ANY OF ITS COMPONENTS AND HAS NO GOVERNMENTAL STATUS.”

____ My NFE will not compete with the Navy Exchange, Morale, Welfare, and Recreation (MWR), Combined Federal Campaign (CFC), or the Navy Marine Corp Relief Society (NMCRS).

____ My NFE will not sell or furnish alcohol to persons on Navy installations as part of any fundraising activity.
I understand that members of my organization cannot be assigned to work for NFES as an official duty and must participate in NFE activities during their off-time.

I agree to submit a renewal package for my NFE every two years.

I will submit any changes made to my NFE bylaws or officers to the NAVSUPPACT Naples SJA within (10) calendar days.

I understand that failure to comply with proper tax codes of governments may result in myself, or my members, being personally liable for the taxes of the NFE.

Signed: ___________________________    Date: ___________________________

Name of Organization: ___________________________
NAVSUPPACTNA PLESINST 1710.11D
2 MAR 2020
SAMPLE ANNUAL STATUS REPORT

Date

From: (Elected Head of the Organization, Name of Organization)
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: ANNUAL STATUS REPORT OF SPECIAL INTEREST GROUP OR CLUB

Encl: (1) Current list of members (by name)
      (2) Current list of officers (by name and position)

1. Per NAVSUPPACTNA PLESINST 1710.11D, I request the annual review
   of ________________________________(name of organization). Information to assist in your review is
   as follows:

   a. Number of members as of 30 Sep ___________________ (year) is: ______

   b. Cash assets as of 30 Sep: _______________________

   c. Current liabilities as of 30 Sep: __________________

   d. Gross annual income from 1 Oct to 30 Sep: ________________

   e. Name of reviewers _____________________________

   f. Constitution and Bylaws (To be provided only if changes to the originals have been made)

   g. Financial statement(s) as of 30 Sep (As applicable)

   h. Proof of insurance coverage/approved waiver of insurance requirement (As applicable)

   i. List of Current Officers

   j. Copy of document affording Internal Revenue Service Tax Exemption Status, if applicable or if changed from previous submission.

2. We understand we must submit this request for re-approval, with attachments, no later than
   30 days prior to the expiration of the authorization to operate. If at any time we decide to
discontinue as an organization, we will immediately file a notice of dissolution, according to
NAV SUPPACTNA PLESINST 1710.11D.

_________________________            __________________________
President Signature                   Secretary Signature

Enclosure (1)
Attachments: (check all that apply)

___1. Constitution and Bylaws
___2. Rules or Charter
___3. Financial Statement
___4. Insurance Coverage or Waiver
___5. List of Officers
___6. List of members

FIRST ENDORSEMENT

From: Staff Judge Advocate, U.S. Naval Support Activity, Naples
To: File

Subj: ANNUAL AUDIT

___Approved

___Recommend disapproval, forwarded

Comments:

__________________________
Signature/Date
SAMPLE NOTICE OF DISSOLUTION

Date: __________

From: (Elected Head of the Organization, Name of Organization)
To: Commanding Officer, U.S. Naval Support Activity Naples
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples

Subj: NOTICE OF DISSOLUTION

1. This is notification that we are dissolving ____________________________ (Name of NFE Organization). All assets have been disposed of per NAVSUPPACTNAPLESINST 1710.11D and DoD 5500.7-R, and our own bylaws.

2. If you have any questions, please contact _________________(name of individual) at (telephone number and e-mail).

______________________________
(Title - Organization Leader/President)
SPECIAL EVENT/FUNDRAISING REQUEST FORM

Instructions: Complete this form and provide the original with all necessary attachments to the NAVSUPPACT Naples Staff Judge Advocate (SJA) Office. Submit your request at least 1 week prior to the proposed event.

Date: __________

From: Name: __________________________
      Organization: ______________________

To: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Via: (1) Navy Exchange (for all bagging requests)
     (2) Morale, Welfare, and Recreation Department (except for bagging at the Navy Exchange)
     (3) NAVSUPPACT Naples Fire and Emergency Services (except for bagging at the Navy Exchange)
     (4) NAVSUPPACT Naples Safety Office (except for bagging at the Navy Exchange)
     (5) USNH Naples Preventive Medicine Department (for all food-related events)

Ref: (a) DoD Instruction 1000.15 of 24 October 08
     (b) 08 NAVSUPPACTNAPLESINST 1710.15

Subj: REQUEST TO CONDUCT AN ACTIVITY ONBOARD NAVSUPPACT NAPLES

1. The above named organization requests to conduct the following activity onboard NAVSUPPACT Naples:
   a. Description of activity: __________________________
   b. Date(s): __________________________
   c. Location: __________________________

2. As the individual submitting this request for the entity named above, I certify the following to be true; (you must initial each line)
   ____ This proposed fundraiser is NOT part of a continuous resale activity.
   ____ This proposed fundraiser does not involve the sale of alcohol or any form of gambling activity.
   ____ Only trained food handlers will provide food.
   ____ Prior approval from the Fire Department has been obtained for our location to grill food. Proper safety precautions will be taken and a fire extinguisher and telephone will be readily available.
All military members will be in civilian attire and in a non-duty status.

Government resources will NOT be used. The use of government resources (such as government supplies, equipment, and email) to advertise the sale is prohibited. This prohibition extends to using official NAVSUPPACT Naples letterhead to request event approval. MWR has some rental equipment available for use by private organizations. See MWR for details.

This fundraiser will NOT involve the one-on-one solicitation of junior ranking members by higher-ranking participants in the fundraising effort.

This fundraiser will not duplicate or compete with Navy Exchange or any non-appropriated fund instrumentality.

The Joint Ethics Regulation (JER), DoD 5500.7-R is a punitive regulation, which prohibits DoD employees from specific soliciting (directly asking) donations from local businesses.

Event approval extends only to the information provided. We understand that if we seek to change our event plans we would be required to obtain approval for any change.

*NOTE: Failure to gain pre-approval and/or failure to maintain sanitation standards can result in immediate closure of an event.
FIRST ENDORSEMENT

From: NEX (629-5313)

1. Forwarded recommending: approval / disapproval.

2. Comments: ____________________________________________

Printed Name __________ Date __________

Signature

SECOND ENDORSEMENT

From: NAVSUPPACT Naples MWR (629-7911)

1. Forwarded recommending: approval / disapproval.

2. Comments: ____________________________________________

Printed Name __________ Date __________

Signature

THIRD ENDORSEMENT

From: NAVSUPPACT Naples Fire and Emergency Services (629-4999)
[When cooking/using stoves or fire hazards only]

1. Forwarded recommending: approval / disapproval.

2. Comments: ____________________________________________

Printed Name __________ Date __________

Signature
FOURTH ENDORSEMENT

From: NAVSUPPACT Naples Safety Office (626-4857)

1. Forwarded recommending: approval / disapproval.

2. Comments: ________________________________

Printed Name ________________________________ Date ______________

Signature ________________________________

FIFTH ENDORSEMENT

From: USNH Naples Preventive Medicine Department (626-5486) [Food sales only]

1. Forwarded recommending: approval / disapproval.

2. Comments: ________________________________

Printed Name ________________________________ Date ______________

Signature ________________________________

From: NAVSUPPACT Naples Staff Judge Advocate (626-0431)

1. Your request is: approved / denied.

2. Comments: ________________________________

Printed Name ________________________________ Date ______________

Signature ________________________________