



DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
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WASHINGTON NAVY YARD DC 20374-5140

CNICINST 11000.1A
N4
05 Jun 2018

CNIC INSTRUCTION 11000.1A

From: Commander, Navy Installations Command

Subj: FACILITIES AND REAL ESTATE GUIDANCE FOR NON-FEDERAL ENTITIES ON
NAVY INSTALLATIONS

Ref: (a) SECNAVINST 11011.47C
(b) OSD memo of 23 Dec 14 (Nonprofit NFE)
(c) OSD memo of 23 Dec 14 (VSO/MSO NFE)
(d) ASN (EI&E) memo of 6 Mar 15
(e) DoD Instruction 1000.15 of 30 October 2013
(f) CNICINST 4000.1C
(g) MOU between DOD and USO of 7 Jan 08
(h) MOU between DOD and ARC of 10 Mar 09
(i) MOU between CNIC and NMCRS of 6 Apr 05
(j) NAVFAC P-73 Real Estate Procedural Manual
(k) DoD 5500.7-R, Joint Ethics Regulation
(l) 10 U.S.C. §2670(c)
(m) 38 U.S.C. §5902
(n) 10 U.S.C. §2602(b) (3)
(o) 10 U.S.C. §2606
(p) OPNAVINST 5760.5D
(q) DoD Instruction 1322.25 of 15 March 2011
(r) OPNAVINST 1560.9A

Encl: (1) Additional Non-Federal Entities (NFE) with specific authorities beyond
VA-Recognized VSOs/MSOs and the "Big Five"
(2) Fillable template of sample Memorandum of Agreement (MOA) or
Memorandum of Understanding (MOU) outlining installation support to
NFEs
(3) Fillable template of MOA or MOU outlining installation support specifically
provided to a Veteran Service Organization (VSO) or Military
Service Organization (MSO)
(4) Fillable letter template approving NFE's request for space or services
(5) Fillable letter template denying space and services to NFE

1. Purpose. Provide enterprise-wide direction to promote consistent oversight, management, and support of Non-Federal Entities (NFEs), including Veteran Service Organizations (VSOs) and Military Service Organizations (MSOs), desiring access to Navy real property. Given limited funding to operate our Navy Installations, this instruction is also designed to help

installation leaders best manage resources while appropriately managing partnerships with NFEs. This instruction does not apply to NFEs that desire temporary or occasional use of installation facilities, such as occasional use of a conference room, room at a chapel, Fleet and Family Support Center (FFSC), gym, auditorium, or Morale, Welfare, and Recreation (MWR) facility.

2. Cancellation. CNICINST 11000.1.

3. Scope and Applicability

a. This instruction applies to all NFEs operating on Navy installations, including NFEs not currently covered by an existing real estate instrument, NFEs making new requests for space, and NFEs renewing requests for space on Navy installations in order to provide their services, except for those NFEs outlined in paragraph 3b.

b. This instruction does not apply to NFEs that are specifically addressed in paragraph 9a of reference (a).

c. Physical access to an installation is a security matter governed by separate regulations and policies. Nothing in this guidance is intended to modify existing regulations and policies concerning physical access and security.

4. Background

a. NFEs. An NFE is a self-sustaining organization that is not an official component of the Federal government. An NFE may be incorporated or unincorporated. Examples of NFEs include officer spouses clubs, the United Service Organization, historical societies, colleges, school districts and businesses.

b. History. The Navy has long recognized that NFEs can significantly contribute to the quality of life for Sailors, civilian employees and their families. NFEs provide opportunities for education, professional development, recreation and socializing within the Navy community. In many cases, they also enhance esprit de corps and provide additional support to the warfighter.

(1) Within the bounds of law and regulation, positive relationships with NFEs are desired as appropriate to facilitate the delivery of valuable services on Navy installations. To enable this support, Commander, Navy Installations Command (CNIC) leadership must also understand the complex legal and regulatory framework governing the use of space and the support that Navy installations may provide to NFEs.

(2) Original version of this instruction was issued in 2012 to provide policy and guidance on NFEs operating on Navy installations. In December 2014, the Secretary of Defense (SECDEF) issued reference (b) to further emphasize the value of nonprofit NFEs that provide services to military Service Members and families. This guidance also encourages the provision of space and support services to NFEs consistent with mission requirements, security constraints, space availability and existing resources. SECDEF also issued reference (c) to specifically

address Veteran Service Organizations (VSO) and Military Support Organizations (MSO) and require military installations to support their space and service requests as a result of specific statutory authority. The Department of the Navy (DON) then issued reference (d), which modified reference (a) to provide very specific criteria regarding the appropriate real estate instruments for NFEs operating on Navy installations.

(3) Supporting documents. This instruction implements references (a) through (e). References (f) through (r) provide the authorities mentioned herein.

5. Policy

a. Receipt of NFE Space Requests

(1) All requests for permanent assignment space and services (existing furniture, machines, equipment, utilities, telephone and internet service) by a NFE must be in writing and include, at a minimum, the following:

- (a) Description of space or specific services requested.
- (b) Date(s), time(s), specific event(s) and purpose of event(s).
- (c) Titles and duties of NFE leadership or management officials who will be using the space or services.
- (d) Description of the services or benefit provided by the NFE.
- (e) Internal Revenue Service (IRS) determination letters and Form 990 establishing non-profit status, if applicable.
- (f) Proof of liability insurance, a statement that liability insurance will be obtained prior to entering any granted space, or a statement justifying why the liability insurance requirement should be waived, which may or may not be approved.
- (g) Proof of completion of a favorable background check for any individuals having continued contact with military-sponsored children under age 18 in Department of Defense (DoD) operated, contracted or community based programs, if applicable.
- (h) A copy of the NFE's charter or organizational statement demonstrating that the NFE does not discriminate based on race, color, creed, sex, age, disability or national origin.

(2) Requests should be directed to the installation CO, who will forward requests to the Region (N4) for formal review with support from appropriate N-Codes, Office of General Council (OGC) and Staff Judge Advocate (SJA) as needed.

(3) If the request or accompanying documentation is incomplete or insufficient, the CO will notify the NFE in writing within 10 days of determining existence of such deficiencies and identify additional information and documentation needed to adjudicate the request.

b. Evaluation of NFE Requests

(1) The CO, with support from regional (N4), (N9), (OGC) and (SJA), will evaluate requests for space or services submitted by NFEs. Installation support to NFEs, other than those specifically entitled to support such as VSOs and MSOs, blind vendors and other NFEs with specific statutory requirements for support, is discretionary. Reference (c) encourages COs to permit NFEs to function on their installations if they provide specialized services to Service Members and their families.

(2) Provision of available space and services will be consistent with installation mission requirements, security constraints and existing resources, as determined by the CO. Space access may not be provided at the detriment of the military mission or when associated resources are not available.

(3) NFEs with special support entitlements.

(a) Requests from VSOs/MSOs.

1. Per reference (c) and (l) VSOs and MSOs are recognized by the Secretary of Veterans Affairs (VA) under reference (m), and will be provided access, space and associated services, as available and as determined by the CO. This support is provided to facilitate delivery of support, including accredited transition services to Service Members. Such space and associated services will be provided without charge to accredited representatives of VA-recognized VSOs and MSOs when available.

2. The following organizations are currently recognized by the VA:

- a. African American Post Traumatic Stress Disorder Association.
- b. American Ex-Prisoners of War, Inc.
- c. American Government Issue Forum of the United States.
- d. The American Legion.
- e. American Red Cross.
- f. American Veterans.
- g. Army and Navy Union, U.S.A., Inc.

- h. Blinded Veterans Association.
- i. Catholic War Veterans of the U.S.A., Inc.
- j. Disabled American Veterans.
- k. Fleet Reserve Association.
- l. Gold Star Wives of America, Inc.
- m. Italian American War Veterans of the United States, Inc.
- n. Jewish War Veterans of the U.S.A.
- o. Legion of Valor of the United States of America, Inc.
- p. Marine Corps League.
- q. Military Officers Association of America (MOAA).
- r. Military Order of the Purple Heart of the U.S.A., Inc.
- s. National Amputation Foundation, Inc.
- t. National Association for Black Veterans, Inc.
- u. National Association of County Veterans Service Officers, Inc.
- v. National Veterans Legal Services Program.
- w. National Veterans Organization of America (NVOA).
- x. Navy Mutual Aid Association.
- y. Non Commissioned Officers Association of the U.S.A.
- z. Paralyzed Veterans of America.
- aa. Polish Legion of American Veterans, U.S.A.
- bb. Swords to Plowshares, Veterans Rights Organization.
- cc. The Retired Enlisted Association.
- dd. United Spinal Association, Inc.

- ee. Veterans Assistance Foundation, Inc.
- ff. Veterans of Foreign Wars of the United States.
- gg. Veterans of the Vietnam War, Inc. and The Veterans Coalition.
- hh. Veterans of World War I of the U.S.A., Inc.
- ii. Vietnam Veterans of America.
- jj. Wounded Warrior Project.

3. See <http://www.va.gov/vso> to obtain the updated list of VA-recognized VSOs and MSOs.

4. Available permanent space and associated services may not be used for VSO and MSO fundraising, recruitment or any service resulting in a service fee, admission fee or other charge.

5. “Associated services” include existing furniture, machines, equipment, utilities, telephone and internet service.

6. Exclusive and continuous provision of reasonable space and associated services to VSOs and MSOs is not required; space and services may be rotated among accredited representatives of the VSOs and MSOs by using a space or service sharing approach like a “business center,” “hoteling” or other appropriate method.

(b) Other NFEs have specific authority to receive support from the military services. This authority allows, but does not require space and support. Such organizations are listed in enclosure (1).

(c) The “Big Five” NFEs – Among the NFEs with specific authority are the American Red Cross (ARC), United Service Organizations (USO), Navy-Marine Corps Relief Society (NMCRs), U.S. Navy Sea Cadets Corps and Scouting organizations (both Scouts BSA of America and Girl Scouts of America). These national-level NFEs have been designated as the “Big Five” due to their widespread presence on Navy installations. They are subject to the following terms and conditions:

1. USO is covered by reference (g). If space is available, USO will seek an outgrant for the use of real property facilities at no rental charge which may include reasonable custodial, maintenance and utility support without reimbursement as long as similar support is provided to similar MWR facilities.

2. ARC is covered by reference (h). In the case of available office space, warehousing and wharfage, the out-grant will not include rental charge per reference (n) and may include reasonable custodial, maintenance and utility support without reimbursement.

3. NMCRS is covered by reference (i). NMCRS will be provided adequate space and services via a no cost license to NMCRS to the extent consistent with the facilities, equipment and resources available.

4. Scouts BSA and Girl Scouts of America:

a. There are no MOUs, MOAs or instructions that require specific support for these organizations, with the exception of support to Scouts BSA and Girl Scouts in areas outside of the contiguous United States (OCONUS).

b. Reference (o) allows the Military Services to provide available office space (including space for recreational activities for Scouts BSA and Girl Scouts), warehousing, utilities and a means of communication, without charge, at locations OCONUS. Within the contiguous United States (CONUS), the Scouts BSA and Girl Scouts should be treated like any other NFE from a space assignment perspective.

5. U.S. Navy Sea Cadets Corps. There is no specific Navy policy regarding facility space assignment for the U.S. Navy Sea Cadets Corps. Reference (p) provides policy regarding the overall Sea Cadet program. It states that the Navy shall provide support for this program to a limited extent, to include cruises on Navy ships, lodging in BQs and meals (on a reimbursable basis), training and tours, authorization to use a modified version of the Navy Officer uniform, and other administrative allowances. However, reference (p) does not grant the Sea Cadets any exemptions from fees for use of Navy space. As a result, the U.S. Navy Sea Cadets should be treated like any other NFE from a space assignment perspective.

(d) Academic Institutions (AIs).

1. For AIs that meet the requirements of references (q) and (r) as determined by the Naval Education and Training Command (NETC), a DoD level MOA and a Navy Region level MOA are sufficient in those instances and corresponding real estate instruments are not required.

2. The total amount of space provided on a non-reimbursable basis to qualified AIs will not exceed the validated space requirement as determined by the needs assessment conducted by NETC.

(e) As needed, COs should consult their OGC or region and installation SJA, to determine whether a NFE has specific statutory authority or another authoritative agreement.

(4) Evaluating NFEs with no special support entitlements.

(a) The CO will consider the following factors:

1. The needs of Service Members and their families.
2. Whether or not these needs are met by CNIC FFSC, MWR, or other programs or whether they complement FFSC and MWR.
3. Whether or not these needs are met by other governmental agencies on board or outside the installation.
4. The type of service provided by the NFE and the population they are targeting for their services.
5. Whether or not any other NFE is currently onboard the installation to provide similar services.
6. Whether or not the NFE supports only Service Members and their families on the installation or members of the public and Service Members both on and off the installation.
7. Whether or not the service provided by the NFE is consistent with and supportive of the military mission.
8. Whether or not the service provided by the NFE enhances the morale and readiness of the force.
9. Whether the NFE space and services will impose a considerable or minimal expense.

(b) Where a CO must select among multiple requests from NFEs, the CO will limit approvals to those that can be supported within the capabilities of the mission. In such instances, the CO will employ a non-discriminatory means for choosing which requests to approve. Examples may include, but are not limited to:

1. Prioritizing NFEs best positioned to meet the installation's most pressing needs for its Service Members or families.
2. First-come, first-served prioritization.
3. Rotational basis over periodic time periods.

(c) When determining if space is available, a CO is strongly encouraged to use shared spaces to most efficiently allocate available space among NFEs.

c. Determining the Appropriate Agreement or Instrument

(1) Letter of Limited Logistical Support. A CO may be able to approve, issue, and sign a letter of limited logistical support as the only documentation required between the CO and the NFE when an NFE space request is only for a specific event that involves minimal personnel; minimal cost to the installation; and minimal impact or risk to installation operations and space.

(2) License. Agreement by which the DON as Licensor grants a nonexclusive, revocable-at-will, unassignable, personal privilege to an NFE (licensee) to use property

controlled by the DON for a specific purpose (e.g., access) without conferring any possessory interest or estate.

(3) Lease. Agreement by which the Navy as Lessor gives the right of possession to an NFE (lessee or tenant) for a specified period of time (term) and for a specified consideration (rent).

(4) The test to determine whether an agreement for the use of real estate is a license or a lease is whether it grants exclusive possession or control of the premises against the entire world, including the owner. In the event of exclusive possession, a lease will be used. For all other non-possessory interests, a license is applicable unless it is deemed on a case by case that a letter of limited logistical support is sufficient.

d. NFE Costs

(1) Administrative Fees. NFEs will reimburse DON, per applicable statutes and regulations, for administrative expenses incurred as part of entering into transactions unless otherwise exempted or waived as further discussed in paragraph 5e of this instruction.

(2) Utilities. NFEs will reimburse DON, per applicable statutes and regulations, for the cost of any utilities furnished unless otherwise exempted or waived as further discussed in paragraph 5e of this instruction.

(3) Services. NFEs will reimburse DON, per applicable statutes and regulations, for the cost of any services (base access, janitorial, maintenance, refuse collection, etc.) furnished unless otherwise exempted or waived as further discussed in paragraph 5e of this instruction.

(4) Fair Market Value (FMV). NFEs will be charged consideration (rent) in an amount not less than the FMV of the property being used unless otherwise exempted or waived as further discussed in paragraph 5e instruction.

e. Waivers of NFE Costs

(1) NFEs not accorded special privileges by statute, regulation or other authoritative agreement will normally be charged for their use of Navy space and services. However, when appropriate, the following costs may be waived:

(2) FMV consideration for licenses per reference (d) when determined to be nominal. Nominal determination is made jointly between the CO and the Naval Facilities Engineering Command (NAVFAC) Real Estate Contracting Officer (RECO) at the supporting NAVFAC FEC.

(3) FMV of a license can be considered nominal if:

(a) Space access is for one year or less.

(b) Space access results in only minimal cost to the installation.

(c) Space access is provided to a non-profit organization, charity, service entity, or state or local government to support a public interest activity.

(d) Space access is advantageous to the Navy.

(4) In determining whether FMV consideration is nominal, enduring requirements for a license will not be divided into one year requirements in order to meet nominal FMV terms.

(5) For licenses only, FMV consideration or rent payment may be waived if the FMV of the space occupied, as assessed by a RECO, is less than the cost to process the payment.

(6) If the FMV consideration or rent payment is more than the cost to process the payment, the installation may submit a waiver request through CNIC.

(7) Administrative costs, when the amount is less than the cost of collecting the reimbursement, and the CO agrees to pay for the administrative costs, including real estate agreement development and execution, in consideration of the benefit provided by the NFE to the installation and its supported population.

(8) Costs of utilities and services, when the cost of determining and collecting utilities and service charges would exceed the amount that would be collected and the anticipated use by the NFE is infrequent compared to a full-time tenant.

f. Decision to Approve, Deny or Terminate NFEs Real Estate Instruments

(1) Approvals. The decision to approve NFE requests for space or service will be made by the installation CO. However, the installation CO does not have authority to sign a real estate license or lease. Real estate instruments must be signed by the RECO. Any NFE real estate instrument requirement that deviates from the stipulations of references (a), (j) and this instruction will be elevated to CNIC for consideration and the potential pursuit of a waiver from the Navy Secretariat. It is acknowledged that certain By Our Own - For Our Own (BOO-FOO) organizations (family readiness groups, messes, wardrooms, etc.), colleges/universities; foundations/museums; spouses clubs and thrift shops may warrant waiver consideration on an individual basis. Each such waiver request should only be contemplated and pursued as an

absolute last resort given that NFEs are mandated to pay for administrative fees, utilities, services and FMV rent unless otherwise exempted or waived as discussed in paragraphs 5d and 5e above.

(a) When an NFE request for support requires use of Navy space or land, the CO will forward the request, with applicable endorsements, to the FEC for execution of an appropriate real estate instrument, either a license or a lease, per references (d) and (e).

(b) An associated support agreement is required to document the daily management of NFE-designated space and any services provided by the installation in support of the NFE.

(c) The CO will prepare a support agreement with the NFE, in consultation with the regional (N4), (N8), (N9) and (OGC), for further coordination and approval. Support agreements are intended to address the day-to-day management of the space in question. A sample template support agreement with a standard NFE is included at enclosure (2) and a sample template support agreement with a VSO/MSO is included at enclosure (3).

(d) COs will notify the NFE in writing that its request for space has been tentatively approved pending the execution of a support agreement and a real estate instrument between the parties as appropriate. An approval letter template is provided as enclosure (4).

(2) Denial of a Request for Space Access or Service.

(a) When the CO does not support a NFE request after considering all of the factors set forth above, the CO will notify the NFE in writing of such denial and copy the Region Commander. A template denial letter is attached as enclosure (5).

1. The letter must specifically state the reason(s) for such denial and include a point of contact for further questions.

2. The letter will also notify the NFE that it may, within 30 calendar days after receipt of the denial, seek reconsideration from the Region Commander. In the case of a Big Five NFE, reconsideration would be from CNIC.

3. Regions will notify CNIC of denials and provide all supporting documentation to CNIC (N4) and (OGC) or (SJA).

(b) Requests from Big Five NFEs may only be denied by the Region Commander, upon receipt of a justified recommendation for denial from the CO.

(3) Terminating NFE Agreements.

(a) COs will monitor the activities of all NFEs to ensure compliance with executed support agreements, real estate instruments and applicable laws and policies.

(b) The CO has the authority to terminate a NFE's support agreement. Any proposed termination of a support agreement for a Big Five NFE or VSO and MSO will be conducted only after consultation with the Region Commander.

(c) In the case of NFEs occupying Navy space or land under a license or operating under a lease, a CO, after consulting with Regions (N4), (OGC) and (SJA) as appropriate, will notify the Region NAVFAC and request termination of the real estate outgrant. Only a RECO can terminate a Navy license or lease.

6. Action. Installation COs will:

- a. Appoint an NFE Manager in writing.
- b. Identify all NFEs operating on the installation.
- c. Require all NFEs to file the necessary paperwork in order to operate on the base.
- d. Ensure NFEs are issued agreements and real estate instruments as required.

7. Reporting Requirements. Per references (a) and (f), each installation will have a designated NFE Manager who is charged with maintaining a list of all NFEs operating on the installation.

a. NFE Managers will collect, maintain and provide updated data to their region regarding NFEs operating on installations. Regions (N4) will provide annual updates to CNIC (N4).

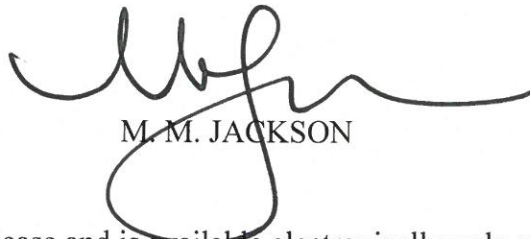
b. The NFE Manager will coordinate with NAVFAC realty specialists and region (N8) personnel to track expiration dates for all NFE real estate instruments and support agreements and notify the NFE at least six months prior to expiration. Notification to the NFE of the expiration date will state that the installation will not provide space and services after the expiration of the agreement unless the agreement is renewed.

8. Record Management. Records created as a result of this instruction, regardless of media and format, will be managed per Secretary of the Navy (SECNAV) Manual M-5210.1.

9. Review and Effective Date. Per OPNAVINST 5215.17A, CNIC (N4) will review this instruction annually around the anniversary of its issuance 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 be in effect for 5 years, unless revised or cancelled in the interim, and will be reissued by the 5-year anniversary date if it is still required, unless it meets one of the exceptions in OPNAVINST 5215.17A, paragraph 9. Otherwise, if the instruction is no longer required, it will be processed

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05 Jun 2018

for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.

A handwritten signature in black ink, appearing to be 'M. M. Jackson', written in a cursive style. The signature is positioned above the printed name 'M. M. JACKSON'.

M. M. JACKSON

Releasability and distribution:

This instruction is cleared for public release and is available electronically only via CNIC G2, <https://g2.cnic.navy.mil/CC/Documents/Forms/Directives%20Only.aspx>.

05 Jun 2018

ADDITIONAL NON-FEDERAL ENTITIES (NFE) WITH SPECIFIC AUTHORITIES
BEYOND VA-RECOGNIZED VSOs/MSOs AND THE “BIG FIVE”

NFE Name	Authority
Certain banks and credit unions	Chapter 1770 of Title 12, United States Code (U.S.C.) DoD Directive 1000.11, “Financial Institutions on DoD Installations,” June 9, 2000
United Service Organizations (USO)	36 U.S.C §220101, Memorandum of Understanding (MOU) with DoD of 2008. See reference (g)
Labor organizations	Chapter 71 of Title 5, U.S.C., DoD 1400.25-M, subchapter 711
Combined Federal Campaign (CFC)	Executive Order 12353, 5 C.F.R. §950, DoD Instruction 5035.1, DoD Instruction 5035.5
American Registry of Pathology	10 U.S.C. §177
Henry M. Jackson Foundation for the Advancement of Military Medicine	10 U.S.C. §178
American National Red Cross (ARC)	10 U.S.C. §2552, 10 U.S.C. §2602, MOU with DoD of 2009. See reference (h)
Boy Scouts Jamborees	10 U.S.C. §2554
Girl Scouts International Events (Transportation)	10 U.S.C. §2555
Shelter for Homeless	10 U.S.C. §2556
National Military Associations (Assistance at National Conventions)	10 U.S.C. §2558, DoD Directive 5410.18, DoD Instruction 5410.19
National Veterans’ Organizations (Beds and Barracks)	10 U.S.C. §2551
United Seamen’s Service Organization	10 U.S.C. §2604
Scouting: Cooperation and Assistance in Foreign Areas	10 U.S.C. §2606
Civil Air Patrol	10 U.S.C. §9441
Assistance for certain youth and charitable organizations	32 U.S.C. §508
Presidential Inaugural Ceremonies	10 U.S.C. §2553
Specified Sporting Events (Olympics)	10 U.S.C. §2564, DoDD 2000.15
Fire Protection Agreements	42 U.S.C. §1856 et seq
Armed Services Young Men’s Christian Association	10 U.S.C. §2012, 10 U.S.C. §2648
Support for Youth Organizations	Public Law 109 163, Sec. 1058; Public Law 109-148, Sec. 8126
Navy-Marine Corps Relief Society (NMCRS)	10 U.S.C. §2566, Memorandum of Agreement or Understanding with CNIC of April 6, 2005. See reference (i)
Schools on Military Installations	Pub. L. 114
Support to Blind Vendors	20 U.S.C. §107

FILLABLE TEMPLATE OF SAMPLE MEMORANDUM OF AGREEMENT (MOA) OR
MEMORANDUM OF UNDERSTANDING (MOU) OUTLINING INSTALLATION
SUPPORT TO NFEs

NFE	COMNAVREG XXXX
11000	11000
Ser N00/	Ser N00/
Date	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
[COMMANDER, NAVY REGION, XXXX]
AND [NFE]

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

Ref: (a) SECNAV M 5216.5

Encl: (1) Real Estate Agreement

1. Purpose. This document addresses the responsibilities of each of the Parties incident to the functioning on the installation and the use of available space and associated services for the purpose of providing approved services to members of the Navy and their families. For purposes of this document, the term "associated services" includes existing office furniture, machines and equipment, as well as existing lighting, mechanical, plumbing, heating, cooling, electrical, internet service and local telephone service. When referred to collectively [*Region*] and [*NFE*] are referred to as the "Parties."

2. Understanding of the Parties. The Navy will:

a. Access. Provide access to and appropriate space in, an installation facility for the purpose of providing services as described above. The assigned space may be shared on a rotating basis among other non-Federal entities.

b. Navy Representative. Appoint a Navy Representative to serve as the liaison to facilitate access to the installation and the provision of installation space and associated services. The Navy Representative will:

(1) Keys. Distribute and maintain accountability of keys for access to facilities and office space approved per the applicable installation standard operating procedures.

(2) Work Orders. Process work orders for repair and maintenance of the office space including but not limited to, interior floor, wall and ceiling finishes, mechanical, plumbing, electrical devices; i.e. ceiling diffusers/return grilles, outlets and cover-plates and any provided equipment. Repair of damage to office space and equipment due to the fault or negligence of the NFE or its members, representatives or employees will be the responsibility of the NFE.

Enclosure (2)

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

(3) Emergency Contacts. Provide the NFE with an emergency contact list of government activities/personnel.

(4) Deficiencies. Notify the NFE of any deficiencies regarding its services or compliance with the terms and conditions of this document. The NFE will have 24 hours to correct any deficiencies noted by the Navy Representative. Failure to correct a deficiency within the time prescribed or the accumulation of three or more deficiencies within a three-month period will result in an evaluation and determination as to whether the NFE may continue to access the installation and use the space and associated services provided under this document.

(5) Oversight. Oversee all activities incident to this document and ensure compliance with the terms by all Parties.

3. The NFE will:

a. Accreditation. Ensure that all NFE Representatives provided access to the installation and the use of space and associated services under the provisions of this document are fully accredited by all licensing and approval authorities to provide the services as identified above.

b. Security. Comply with all installation security requirements and procedures. NFE members, representatives or employees may be subject to background checks subject to the determination of the installation Commanding Officer or Security Office.

c. Fundraising or Recruitment. Agree to not use provided space and associated services for NFE fundraising or recruitment, the performance of internal, administrative or back-office functions, or for the provision of any service for which the NFE or other person or entity associated with the NFE, charges a service fee, admission fee or any other charge.

d. Coordinate Usage. If the space provided is intended to be shared among other organizations, including but not limited to other NFEs, the NFE will coordinate usage schedules directly with those organizations in a proactive, transparent, professional and equitable manner. The Navy Representative will address all unresolved disputes between organizations that may arise under this provision, and will issue a final determination that is binding on all parties to the dispute.

e. Applicable Laws. Ensure all NFE functions and services provided on the installation are conducted in compliance with all applicable laws, governing regulations and this document.

f. Professional Conduct. Ensure all authorized NFE representatives functioning on the installation conduct themselves in a professional, courteous and respectful manner that is compatible with and does not disrupt work being performed by Navy employees, contractors or other individuals assigned to or working on the installation.

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

g. Housekeeping. NFE will:

- (1) Lights. Turn off lights.
 - (2) Mechanical. Adjust thermostat controls as applicable.
 - (3) Secured Property. Ensure that no property is left unattended outside the provided space. Secure the provided space as directed by the Navy Representative when vacating.
 - (4) Cleanliness. Maintain the general cleanliness and good order of the space and associated services provided under this document. Janitorial services and trash removal may be provided by the Navy according to standard local procedures, but is not guaranteed in all circumstances due to potential budget and funding limitations.
 - (5) Food Storage and Preparation. Obtain approval from the Navy Representative prior to the storage, preparation and service of food in the space provided. Once approved, all food must be stored, prepared and served consistent with installation standards and procedures.
 - (6) Electrical Equipment. Obtain approval from the Navy Representative prior to the introduction of any NFE owned electrical equipment or appliances into the space provided. Approval may require the Navy Representative to consult with and receive final approval from the installation fire department or other authorities.
 - (7) Emergency Contacts. Provide the Navy Representative an emergency contact list of NFE officers or other appropriate personnel.
 - (8) Insurance. Obtain adequate insurance, in the amounts specified in the lease, license or support agreement as executed, as protection against public liability claims, property damage claims or other legal actions arising from NFE activities, individuals acting on its behalf, or the operation of any equipment, apparatus or device under the control and responsibility of the NFE. The United States of America will be named as additional insured and each policy of insurance covering bodily injuries and third party property damage will contain an endorsement waiving the insurer's right of subrogation against the United States of America.
4. Appearance of Endorsement. NFE activities may not:
- a. Create the appearance that the NFE is an official part of the installation, the Navy or the Department of Defense (DoD).
 - b. State, suggest or imply that the NFE is officially endorsed by the installation, the Navy or any DoD component.

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

c. Intimate that the NFE receives preferential treatment from the installation, the Navy or any DoD component.

5. Identification

a. NFEs will not use the seals, logos or insignia of any Navy or any DoD component on the NFE's letterhead, correspondence or in connection with any of the organization's activities.

b. NFEs will not use the name or abbreviation of any Navy or any DoD component in the NFE's name (e.g., "Naval Submarine Support Center First Class Petty Officers' Association") without first securing consent from the Navy or DoD component whose name, abbreviation or acronym is used. Any such use must not create the perception that the NFE is an organizational unit of the Navy or DoD.

c. Per DoD policy, NFEs whose name suggests a connection to DoD will prominently display the following disclaimer on all organizational 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."

d. Duplication of Services. The services provided under this agreement may not duplicate, conflict with or detract from any installation program. The installation Commanding Officer has authority over the operations of non-Federal entities on DoD installations and Commanding Officers are authorized to eliminate duplication of services, particularly when these services compete with the installation's revenue-generating activities.

e. Prohibited Activity. The non-Federal entities will be self-sustaining, primarily through dues, contributions, service charges, fees, special assessment of members or other income producing activity conducted off of the installation. There will be no financial assistance to such an entity from a Non Appropriated Fund Instrumentality (NAFI) in the form of contributions, repairs, services, dividends or other donations of money or other assets. The NFE is prohibited from conducting resale activity, fundraising or membership drives unless such activity is specifically authorized by the DoD 5500.7-R, Joint Ethics Regulation, DoD 5500.7-R or other DoD or DON instruction. Additionally, the NFE is prohibited from conducting any back office functions aboard the installation nor may it charge a fee for the services it provides.

6. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

7. General Provisions

a. Funds and Manpower. This document does not provide for or authorize the payment or exchange of funds or provision of manpower between the Parties or any commitment of any other resources other than as specifically stated in the terms and conditions herein, and fully funded and approved by authorized officials of the United States Government, including but not limited to Comptrollers, Disbursing Officers and Warranted Contracting Officers. No appropriated or non-appropriated funds of the U.S. Government, DOD, DON or any department, command, activity, organization, or instrumentality thereof have been obligated under this document.

b. Disputes. Any disputes relating to this document will be resolved by consultation between the Parties. If the dispute cannot be resolved by the Parties, the document may be terminated at will.

c. Legal Obligations. The NFE will comply with all applicable Federal, state and local law. NFEs are responsible for determining their legal obligations under relevant fire and safety codes, environmental laws and regulations, tax law, and any applicable licensing, certification, or registration mandated by any state, local or foreign authorities.

d. Modification of Document. This document may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This document will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

e. Transferability. This document is not transferrable except with the written consent of the Parties.

8. Limitations

a. No Special Rights. This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

b. Nature of Interest. The provision of space pursuant to this document is dependent upon the characterization and legal status of the instrument to which it is appended, to wit: either a lease, or a license, or a support agreement, as applicable.

c. Termination. This document may be terminated at will by either Party. Termination of this document will prompt the termination of the associated Real Estate Agreement.

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

d. Authority To Terminate. Nothing in this document constrains the authority of the Navy to restrict or revoke access, or to withdraw the provision of available space and associated services provided pursuant to this document when warranted by mission requirements, security constraints, lack of available space, non-compliance with the terms and conditions of this document, or failure to adhere to any requirement under the Lease, License or Support Agreement.

e. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

f. Effective Date. This MOU takes effect beginning on the day after the last Party signs the associated Real Estate Agreement.

g. Expiration Date. This MOU expires on [date no earlier than three years after effective date, which will be consistent with the expiration of the associated Real Estate Agreement]

[NFE authorized representative]
or designated Representative]

[Installation Commanding Officer

(Date)

(Date)

Subj: MEMORANDUM OF UNDERSTANDING OUTLINING ASSOCIATED SUPPORT
TO NON-FEDERAL ENTITIES

9. Reference Table

Reference	Citation	Title
A	DODD 1000.26E	Support for Non-Federal Entities Authorized to Operate on DoD Installations
	DOD 5500.07-R, Section 2	Joint Ethics Regulation, Official Participation In Non-Federal Entities
B	DODI 1000.15	Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations
C	SECDEF Memorandum, 15 August 2014	Access to Department of Defense Installations for Non-Profit Non-Federal Entities Supporting Service Members and Their Families
D	SECDEF Memorandum, 23 December 2014	Installation Access and Support Services for Non-Profit Non-Federal Entities
E	SECDEF Memorandum, 23 December 2014	Installation Access and Support Services to VA-Recognized Veteran Service Organizations/Military Service Organizations
F	OPNAVINST 1710.11, Enclosure 1, Paragraph 6	Navy Morale, Welfare and Recreation Programs
G	OPNAVINST 1754.5B	Family Readiness Groups
H	ASN EI&E, Memorandum 6 March 2015	Installation Access and Support Services for Non-Profit Non-Federal Entities and Department of Veterans Affairs (VA) Recognized Veteran Services Organizations
I	CNICINST 4000.1C	CNIC Support Agreement Program
J	CNICINST 11000.1	Non-Federal Entities On Board Navy Installations

FILLABLE TEMPLATE OF MOA OR MOU OUTLINING INSTALLATION SUPPORT
SPECIFICALLY PROVIDED TO A VETERAN SERVICE ORGANIZATION (VSO) OR
MILITARY SERVICE ORGANIZATION (MSO)

VSO OR MSO
11000
Ser N00/
Date

COMNAVREG XXXX
11000
Ser N00/
Date

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
[*VETAN SERVICE ORGANIZATION (VSO) or*
MILITARY SERVICE ORGANIZATION (MSO)]
AND
[*REGION*]

Subj: MEMORANDUM OF UNDERSTANDING

1. BACKGROUND. A primary purpose of [*VSO or MSO*] is to assist veterans and transitioning Service Members in filing claims for the many benefits available to them through the Department of Veterans Affairs (VA). In this role, and per 38 U.S.C. §5902, [*VSO or MSO*] has been granted recognition in the preparation, presentation and prosecution of claims under laws administered by the Secretary of Veterans Affairs.

2. PURPOSE. This MOU addresses the responsibilities of each of the Parties incident to the functioning of [*VSO or MSO*] on [*installation*] and the use of available space and associated services for the purpose of providing VA-accredited representation services to Service Members. For purposes of this MOU, the term "associated services" includes existing office furniture, machines and equipment, as well as existing lighting, mechanical, plumbing, heating, cooling, electrical, internet service and local telephone service.

3. UNDERSTANDING OF THE PARTIES

a. [*Installation*] will:

(1) Provide [*VSO or MSO*] with access to [*installation*] and {exclusive, full-time use of appropriate space in an installation facility for the sole purpose of providing VA-accredited representation services} or {non-exclusive, part-time use of appropriate space in an installation facility for the sole purpose of providing VA-accredited representation services. Use of such space may be shared on a rotating basis among other non-Federal entities providing VA - accredited representation services, or be used for other governmental purposes}. The space provided will allow for private and confidential conversations to take place between the accredited [*VSO or MSO*] representative and his or her Service Member client. Installation access and use of space will be provided at no cost to [*VSO or MSO*].

Subj: MEMORANDUM OF UNDERSTANDING

(2) Provide [VSO or MSO] with associated services as are reasonably required for the delivery of VA-accredited representation services in the space provided for that activity. Such associated services will be provided at no cost to [VSO or MSO].

(3) Appoint a Representative to serve as the liaison between [VSO or MSO] and [installation] to facilitate access to the installation and the provision of installation space and associated services. The Representative will –

[NOTE: MOU may include items such as those below according to local needs]

(a) Distribute and maintain accountability of keys for access to facilities and office space approved per the applicable installation standard operating procedures.

(b) Process work orders for repair and maintenance of the office space and any provided equipment.

(c) Provide [VSO or MSO] with an emergency contact list of government activities or personnel.

(d) Oversee all activities incident to this MOU and ensure compliance with the terms by all Parties.

b. [VSO or MSO] will:

(1) Ensure that all [VSO or MSO] representatives provided access to [Installation] and the use of space and associated services under the provisions of this MOU are fully accredited by the VA for providing representation services.

(2) Ensure that all activities and functions of [VSO or MSO] representatives under this MOU are restricted solely to providing VA-accredited representation services to Service Members who have requested them. Such services will be provided at no cost to Service Members.

(3) Agree to not use provided space and associated services for [VSO or MSO] fundraising or recruitment, the performance of internal, administrative or back-office functions of [VSO or MSO], or for the provision of any service for which [VSO or MSO], or other person or entity associated with [VSO or MSO], charges a service fee, admission fee or any other charge.

(4) If the space provided is intended to be shared among other organizations offering VA-accredited representation services, agree to coordinate usage schedules directly with those organizations in a proactive, transparent, professional and equitable manner. The [Installation] Representative will address all unresolved disputes between organizations that

Subj: MEMORANDUM OF UNDERSTANDING

may arise under this provision, and will issue a final determination that is binding on all parties to the dispute.

(5) Ensure all [*VSO or MSO*] functions and services provided on [*Installation*] are conducted in compliance with all applicable laws, governing regulations and this MOU.

(6) Ensure all authorized [*VSO or MSO*] representatives functioning on [*Installation*] conduct themselves in a professional, courteous and respectful manner that is compatible with and does not disrupt work being performed by [*Installation*] employees, contractors or other individuals assigned to [*Installation*].

(7) Maintain the general cleanliness and good order of the space and associated services provided under this MOU. This does not include janitorial services and trash removal, which will be provided by [*Installation*] according to standard local procedures.

(8) Provide the [*Installation*] Representative an emergency contact list of [*VSO or MSO*] officers or other appropriate personnel.

(9) Turn off lights and adjust heat controls and secure the provided space as directed by the [*Installation*] Representative when vacating.

(10) Ensure that no property is left unattended outside the provided space.

(11) Obtain adequate insurance as protection against public liability claims, property damage claims, or other legal actions arising from [*VSO or MSO*] activities, individuals acting on its behalf, or the operation of any equipment, apparatus or device under the control and responsibility of [*VSO or MSO*].

(12) Obtain approval from the [*Installation*] Representative prior to the introduction of any electrical equipment or appliances into the space provided. Approval may require the Representative to consult with and receive final approval from the installation fire department or other authorities.

(13) Obtain approval from the [*Installation*] Representative prior to the storage, preparation and service of food in the space provided. Once approved, all food must be stored, prepared and served consistent with installation standards and procedures.

(14) Comply with all installation security requirements and procedures.

(15) Fully comply with the above responsibilities. The [*Installation*] Representative will notify [*VSO or MSO*] of any deficiencies regarding the above standards. [*VSO or MSO*] will have 24 hours to correct any deficiencies noted by the [*Installation*] Representative. Failure to correct a deficiency within the time prescribed or the accumulation of three or more deficiencies within a three-month period will result in an evaluation and determination as to

Subj: MEMORANDUM OF UNDERSTANDING

whether the [VSO or MSO] may continue to access [Installation] and use the space and associated services provided under this MOU.

4. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS

a. POINTS OF CONTACT (POC). The following POC will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

(1) For [Installation]: [Name, position, telephone number, email address]

(2) For [VSO or MSO]: [Name, position, telephone number, email address]

b. CORRESPONDENCE. All correspondence to be sent and notices given pursuant to this MOU will be addressed to --

(1) If for [Installation]: [Name, position, mailing address]

(2) If for [VSO or MSO]: [Name, position, mailing address]

c. FUNDS AND MANPOWER. This MOU does not document or provide for the exchange of funds or manpower between the Parties nor does it make any commitment of resources other than as specifically provided under this MOU.

d. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

e. DISPUTES. Any disputes relating to this MOU will be subject to any applicable, law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or per DoDI 4000.19.

f. TERMINATION OF UNDERSTANDING. This MOU may be terminated at will by either Party. Termination of this document will prompt the termination of the associated real estate document.

Subj: MEMORANDUM OF UNDERSTANDING

g. TRANSFERABILITY. This MOU is not transferrable except with the written consent of the Parties.

h. LIMITATIONS

(1) This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(2) The provision of space to [VSO or MSO] pursuant to this MOU does not constitute a leasehold interest, unless the requirements of section of title 10 U.S.C. §2667 and other applicable law, are met.

(3) Nothing in this MOU constrains the authority of [installation] to restrict or revoke access, or to withdraw the provision of available space and associated services provided pursuant to this MOU when warranted by mission requirements, security constraints, a lack of available space or non-compliance with the terms of the MOU between [installation] and [VSO or MSO].

(4) ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

(5) EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.

(6) EXPIRATION DATE. This MOU expires on [date no earlier than three years after effective date]

[VSO or MSO authorized
representative]

[Installation Commanding Officer or
designated Representative]

(Date)

(Date)

FILLABLE LETTER TEMPLATE APPROVING NFE'S REQUEST FOR SPACE OR SERVICES

5216
Ser N00/

Mr. or Ms. [*NFE POC*]
[*NFE Organization*]
[*Address*]

Dear Mr. or Ms. [*Name*]:

Subj: REQUEST FOR SPACE OR SERVICES ONBOARD NAVAL STATION XYZ

Thank you for your [*date of request letter*] letter requesting that [*name of requesting organization*] be granted access to [*name of installation*] for the purpose of providing support and services to the military members and families of the installation community.

I am pleased to inform you that based on the information you provided I have recommended approval of your request contingent upon the successful execution of a support agreement and a real estate instrument between our parties as appropriate. Please note that this approval is granted for the specific event(s) and date(s) that you indicated in your request letter. Further approval will be required for any additional events on the installation that you wish to sponsor.

We will retain the information you provided about your organization until [*date - no later than one year from when originally provided*]. Requests from your organization after that date must be accompanied by updated documents.

My point of contact for this action is [*name*]. Please contact him or her directly at [*phone number*] or via email at [*email address*] to coordinate the details of your event.

Thank very much for your request, and for your support of our military members and their families.

Sincerely,

[*Name*]

Copy to: [*Region*]

FILLABLE LETTER TEMPLATE DENYING SPACE AND SERVICES TO NFE

5216
Ser N00/

Mr. or Ms. [*NFE POC*]
[*NFE Organization*]
[*Address*]

Dear Mr. or Ms. [*Name*]:

Subj: REQUEST FOR SPACE OR SERVICES ONBOARD NAVAL STATION XYZ

Thank you for your [*date of request letter*] letter requesting that [*name of requesting organization*] be granted access to [*name of installation*] for the purpose of providing support and services to the military members and families of the installation community.

[*Option one.*] I greatly appreciate your generous offer of support or services. Although I would like to approve your request, we are unable to accommodate the date(s) you requested for your event. I hope we can work together to identify an alternate date for your event that will work for both of our organizations.

[*Option two.*] I regret to inform you that I have disapproved your request. Based on the information you provided, I have determined that your organization's purpose, nature, objectives or membership eligibility are not compatible with mission requirements and could discredit this installation. It is not in the best interest of the Department of Defense to facilitate your proposed event or the delivery of the support or services you propose to offer the military community on this installation.

A request for reconsideration of this decision may be made within 30 days to Commander, Navy [*Region XYZ*]. All such requests shall be directed to:

Commander, Navy [*Region XYZ (N4)*]
[*Include address as appropriate*]
[*Include address as appropriate*]

My point of contact for this action is [*name*]. Please contact him or her directly at [*phone number*] or via email at [*email address*] if you have any questions or need further assistance.

Sincerely,

[*Name*]

Copy to: [*Region*]

Enclosure (5)