

**Memorandum of Understanding
By and Between
The United States Department of Defense
and
The United Seamen's Service**

In accordance with DoD Directive 1000.26E, "Support for Non-Federal Entities Authorized to Operate on DoD Installations", this Memorandum of Understanding (MOU) between the United States Department of Defense (DoD) and the United Seamen's Service (USS) (hereinafter collectively referred to as "the Parties") delineates the USS's mission to provide facilities and services for United States merchant seamen in foreign areas and the support that DoD may provide to the USS in fulfillment of the USS's mission.

1. DoD recognizes the importance and benefits of citizen support for the U.S. merchant marine in its longstanding service to the U.S. Armed Forces deployed overseas. The support of the American people through their participation in non-Federal entities, serves to enhance and sustain the morale of the American merchant seaman as they support U.S. Forces deployed overseas.
2. The USS is a nonprofit, charitable organization incorporated under the laws of the state of New York that serves U.S. merchant seaman by providing in foreign areas facilities and services that promote their welfare.
3. Pursuant to 10 U.S.C. 2604, when the President finds it necessary in the interest of U.S. commitments abroad to provide facilities and services for U.S. merchant seamen in foreign areas, he may authorize the Secretary of Defense to cooperate and assist the USS in establishing and providing those facilities and services. In a memorandum dated June 10, 1971, President Richard Nixon authorized the Secretary of Defense to provide such cooperation and assistance. DoD support of the USS is subject to DoD 5500.7-R, "Joint Ethics Regulation" (JER).
4. The USS National Headquarters is the official location and contact point for the USS Board of Directors, USS affiliates, and all USS facilities and services. The USS National Headquarters is responsible for coordination of the work performed by its affiliates as part of any services provided by the USS to merchant seamen.
5. The USS may participate with other entities to provide initiatives and programs for the benefit of U.S. merchant seaman.
6. The Principal Deputy Under Secretary of Defense (Personnel and Readiness) (PDUSD(P&R)) will designate the Deputy Under Secretary of Defense (Military

Community and Family Policy)(DUSD(MC&FP)) as the DoD liaison for all policy questions concerning DoD support provided to the USS under this MOU.

7. The Secretaries of the Military Departments will each appoint an official from their respective Departments to serve as liaison with the USS concerning the support provided by their respective Departments under this MOU and will provide the names of such officials, and subsequent changes, to the DUSD(MC&FP) and the USS at the following address: United Seamen's Service, National Headquarters, 635 Fourth Ave., Ground Floor, Brooklyn, NY 11232.

8. USS is the primary provider of facilities and services for U.S. merchant seaman in foreign areas. USS services and programs may supplement DoD appropriated fund (APF) and nonappropriated fund (NAF) services and programs (collectively, the "DoD Programs"). Installation commanders, in consultation with the Commander Military Sealift Command (COMSC), will conduct an annual review of programs and services offered to U.S. merchant seamen on their installations or in the local area to determine if USS services and programs complement and do not significantly conflict with, or detract from, local DoD programs including Morale, Welfare, and Recreation (MWR) programs and services.

9. In accordance with DoD Instruction 1000.15, Procedures and Support for Non-Federal Entities authorized to Operate on DoD Installations, installation Commanders have discretionary authority over the operations of USS facilities on DoD installations and are authorized to eliminate conflicting or duplicative USS services and programs. Prior to implementing any action under this authority, an installation commander – or higher authority if the installation commander has not been delegated such authority – and the USS shall attempt to mutually resolve the underlying issues after seeking advice and comment from COMSC. Unresolved issues will be forwarded to the DUSD(MC&FP).

10. The Combatant Commander concerned will coordinate with COMSC and appoint liaison officers to coordinate invitational travel authorizations, identification cards, and other support issues for USS personnel when the USS is operating within a Combatant Commander's area of responsibility. The Combatant Commander concerned and the USS will provide the names of liaison officers, and subsequent changes to the DUSD(MC&FP) and to the USS national headquarters at the address in paragraph 7.

11. DoD will not endorse USS fundraising activities, or provide support to such activities except as authorized by statute, the government-wide standards of ethical conduct, or the JER.

12. This MOU does not constitute a DoD endorsement of the USS or its activities by DoD. The USS will prominently display the following disclaimer on its print and electronic media: "The USS is a not-for-profit organization and not part of, or endorsed

by, the Department of Defense." Nothing in this MOU will be interpreted to prevent DoD personnel from making statements of personal opinion about the value of USS and its services and programs as long as they do so in their personal capacity and not on behalf of DoD, and as long as DoD personnel do not use their DoD titles, positions, organization names, or any authority of their respective offices when making such statements.

13. The parties will not use each other's official seals, logos, or insignia without prior written approval.
14. Appendix A to this MOU is incorporated herein by reference.
15. DoD and USS will periodically review this MOU and may amend it as mutually agreed upon in writing.
16. The terms of this MOU will not affect the relationships between DoD and other entities that DoD may invite to provide supplemental services in specific areas.
17. This MOU does not establish a partnership or joint venture. The parties to this MOU are separate and independent entities responsible for establishing their own policies and financing their own activities. Neither party has the legal authority to bind the other contractually with a third party.
18. This MOU implements DoD policy regarding the operation of non-Federal entities on DoD Installations set forth in DoDD 1000.26E and complies with the procedures for the support of non-Federal entities established by DoDI 1000.15.
19. This MOU is effective on the later date of the signatures below. Either party may terminate this MOU effective 90 days from the date of written notification of such termination to the other party.

Department of Defense

By 
Lynn C. Simpson
Director, Human Capital and Resource
Management, Performing the Duties of the
Principal Deputy Under Secretary of Defense
(Personnel and Readiness)

Date 8/25/2010

United Seamen's Service

By 
Roger T. Korner
Executive Director
United Seamen's Service

Date 8/25/2010

Appendix A RESOURCES

The parties agree that the USS will provide facilities and services and DoD will provide support pursuant to the following terms:

1. Services

1.1. The USS is a network of worldwide port centers offering U.S. merchant seamen two types of services: (1) building centered services that provide recreation, communications, counseling, food, beverages, gift shop and health items, and (2) outreach programs that provide USS services to U.S. merchant seamen who are shipboard, in the hospital or detention. USS programs and services are designed to serve the needs of U.S. merchant seamen transiting and stationed in ports around the world.

1.2. The USS is responsible for the operation and coordination of its facilities and services to U.S. merchant seamen. The USS is also responsible for ensuring the quality of USS facilities and services and the competency of USS personnel performing them. USS employees are not Federal employees and shall not be supervised by Federal employees.

1.3. Consistent with USS anti-discrimination policies, its facilities and services are available regardless of race, color, religion, creed, sex, age, disability, national origin or other illegal criteria. No person will be excluded unlawfully from receiving USS services or participating in USS programs or otherwise subjected to unlawful discrimination by USS personnel. Installation commanders will disseminate information concerning the procedures for reporting suspected unlawful discrimination by USS personnel.

1.4. USS organizations are expected to be generally self-sustaining. Other than the assistance authorized by Title 10 U.S.C. §2604, DoD programs will not provide direct financial assistance to USS to include contributions, dividends, or other donations of monies or other assets

2. Personal Property: Neither party assert any claim against the assets of, or incur or assume any obligation on behalf of the other. The USS shall not abandon property on a DoD installation.

3. Facilities Support

3.1. Upon a determination concerning the type and level of facilities and services the USS intends to provide at a particular installation, under the MOU, the USS shall seek an outgrant (i.e., lease or license) from the installation commander concerned for the use of real property facilities on the installation. To the extent the requested facilities are available without degradation of the installation's mission, the installation commander concerned may make the appropriate type of outgrant to the USS. All such outgrants will comply with the requirements of DoDI 165.70, "Real Property Management" and shall contain terms that provide adequate protection for USS capital investments and expenses incurred in the development of the facilities in the event the outgrant is terminated. In the case of available office space (including space for recreational activities for seamen), wharfage, and means of communication, the outgrant will be at no rental charge pursuant to 10 U.S.C. §2604(b)(3), will take priority after other DoD Components (paragraph 6.5.4. of DoDI 4165.70), and may include reasonable custodial, maintenance, and utility support without reimbursement.

3.2. USS Facilities Outside of the U.S.:

3.2.1. Before granting permission to the USS to use facilities at a DoD installation outside of the U.S., the DoD Component responsible for the installation will obtain the concurrence of: (1) COMSC; (2) the Combatant Commander concerned; 3 the Service component responsible for the overseas installation; and (4) the permission of the host nation if required by any applicable international agreement or by other applicable law.

3.2.2. Before granting permission to the USS to use facilities at sites outside of the U.S. not located on a DoD installation, the DoD Component providing base support to the site will obtain the concurrence of: (1) COMSC; (2) the Combatant Commander concerned; and (3) the permission of the host nation if required by any applicable international agreement or by other applicable law.

3.3. When utilizing DoD facilities, the USS will comply with all applicable Federal, State, international, foreign, and local laws and regulations, including those dealing with occupational health and safety, the environment, taxes, and workers compensation.

3.4. For USS offices located on DoD installations, the installation may provide the access, support and means of communications necessary to perform official USS services for military personnel. The level of communication support will be determined by the installation commander concerned and will be without charge when the installation commander concerned determines such access is essential for the USS to provide services.

4. Miscellaneous Support Outside of the United States

4.1. Installation commanders may authorize DoD support for USS programs outside the United States, as discussed in paragraphs 4.2 below only when, subject to availability of funds:

- 4.1.1. Such support is within the capabilities of their respective installations;
- 4.1.2. Providing such support will not impede fulfillment of the military mission;
- 4.1.3. Support is permitted under the law of, or by relevant international agreements with, the host nation, if applicable;
- 4.1.4. Support is permitted pursuant to U.S. law and DoD regulations; and
- 4.1.5. The support required is documented in a written agreement and signed by the installation commander concerned..

4.2. When commercial transportation is not reasonably available, the USS may ship equipment and supplies needed to support the DoD under this MOU, including gifts for the use of the DoD and merchant seamen, through the Defense Transportation System. The USS will reimburse DoD for such shipments at the DoD rate. Regional Combatant Commanders are responsible for issuing transportation authorizations, including billing information. In the event a DoD component determines that transportation of USS equipment and supplies needed to provide support under the MOU, including gifts for the use of the DoD and merchant seamen, should be at DoD expense, the DoD component concerned will provide any additional funding as needed, subject to the availability of funds.

5. USS Personnel Support

5.1. Installation commanders may authorize DoD support for USS personnel outside the United States, as discussed in paragraphs 5.2 and 5.3 below, only when, subject to availability of funds:

- 5.1.1. Such support is within the capabilities of their respective installation;
- 5.1.2. Providing such support will not impede fulfillment of the military mission;
- 5.1.3. Such support is permitted under host nation law or international agreements with the host nation, if applicable;

5.1.4. Such support is permitted pursuant to U. S. law and DoD regulations; and

5.1.5. The support required is documented in a written agreement and signed by the installation commander.

5.2. Transportation Support

5.2.1. When commercial transportation is not reasonably available, DoD may provide transportation services to USS personnel performing services under the MOU, in the same manner as civilian employees of the armed forces.

5.2.1.1. Air transportation may be provided for USS employees between the continental United States and overseas, and in overseas areas when the travel provides direct service to the Armed Forces and is at the invitation of the overseas commander. When a DOD component determines that transportation of USS personnel needed to provide support under the MOU should be at DOD expense, the DOD component concerned will provide funding as needed, subject to the availability of funds.

5.2.1.2. Requests for transportation shall be processed in accordance with Chapter 6 of DoD 4515.13_R, "Air Transportation Eligibility."

5.3. Miscellaneous Personnel Support Outside of the United States.

5.3.1. DoD may provide the following additional support to USS personnel outside the United States:

5.3.1.1. Pursuant to DoD 4525.6-M, "Department of Defense Postal Manual," access to use Armed Forces postal services.

5.3.1.2. Pursuant to section 4.2. of DoDEA Regulation 1342.13, "Eligibility Requirements for Education of Elementary and Secondary School Age Dependents in Overseas Areas," and DoD Directive (DODD) 1342.20, "Department of Defense Education Activity (DoDEA)," access to DoD Dependents Schools (overseas) may be provided on a space-available, tuition-paying basis.

5.3.1.3. Pursuant to DoD Instruction 1000.11, "Financial Institutions on DoD Installations," use of military banking facilities operated under DoD contracts.

5.3.1.4. Pursuant to DoDI 1015.10 "Programs for Military Morale, Welfare and Recreation (MWR) Programs," the use of MWR programs.

5.3.1.5. Pursuant to procedures specified in DoD Instruction 1000.13, "Identification (ID) Card for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals," invitational travel authorizations and identification cards, including their dependents residing in the same household.

5.3.1.6. Medical care in Uniformed Service facilities on a space available basis at rates specified in Uniformed Services instructions, with charges collected locally. (See Enclosure 4, Attachment 1 to DoD Instruction 1000.13.)

5.3.1.7. Pursuant to OMB Circular A-45 "Rental and Construction of Government Quarters," and DoD 4165.63-M, "DoD Housing Management," and to the extent such provision does not displace authorized active duty members, when USS personnel are performing services under the MOU in the 50 states, the District of Columbia and the territories and possessions of the United States, such personnel may be provided quarters (permanent or temporary) on a reimbursable basis at a rental rate based upon comparability of the quarters furnished with other private rental housing in the adjacent area.

6. Logistical Support

6.1. When providing services under this MOU, DoD may also provide support for USS programs and facilities, on a cost reimbursable basis, as follows.

6.1.1. Use of Army self-service supply stores, Navy SERVMARTS, or Army and Navy Supply Depots to purchase general and consumable supplies, subsistence items, gasoline, and oil for USS vehicles.

6.1.2. Use of DoD resources to register USS vehicles, repair USS vehicles and equipment, conduct building maintenance and repairs, and for laundry and dry-cleaning of items such as linens and tablecloths.

6.1.3. Technical assistance in the review of construction.

6.1.4. Use of military dining facilities.

6.1.5. Telephone services.

6.1.6. Bulk purchase of U.S. postage stamps.

6.2. The Installation commander concerned, in accordance with the Status of Forces agreement or other international agreements in effect, may authorize commissary and/or exchange support to USS personnel to purchase goods for their personal and family needs, and for use in USS programs only when economic conditions or isolated locations are such that support is not available from local civilian sources, cannot be imported from other sources, or is available from local civilians or by importation only at prohibitive cost.

6.2.1. Items such as tobacco products, alcoholic beverages and soft drinks for consumption on the USS premises, and newspapers, books, magazines, toiletries and other necessities for resale in the gift shops of the USS facility in locations where such items are not available from local civilian sources, or if available, are sold at prohibitive costs, may be purchased from military exchanges on a cost reimbursable basis.

6.2.2. Items such as prepared meals, snacks, sandwiches and salads for consumption on the USS premises may be purchased from the commissary on a cost reimbursable basis.

6.3. Commanders may also authorize, in writing, logistical support of USS events when they make the required determinations in accordance with the JER. See paragraph 3-211 of the JER.

6.4. DoD Military Bands and Other Musical Support

6.4.1. Pursuant to DoDD 5410.18, "Public Affairs Community Relations Policy." DoD military bands shall not provide background, dinner, dance, or other social music programs for USS-sponsored events, held either on or off military installations.

6.4.2. A DoD military band, choral group, and/or color guard may provide a patriotic opener (as defined in DoD Directive 5410.18) at no additional cost to the Government for USS-sponsored non-fundraising events that support DoD's mission, to the extent permitted by statute and the JER.

6.4.3. A DoD military band and choral groups shall not provide support for USS-sponsored fundraising events. See 5 C.F.R. 2635.808, section 3 of DoDD 5500.7-R, and paragraph 4.2.4.2 of DoD Directive 5410.18.

7. General Provisions

7.1. The USS shall maintain general liability insurance for bodily injury, death, and property damage claims, or other legal action that may arise as a result of a negligent act or omission of the USS in the provision of its services under the MOU. Any such insurance will list the United States as a named insured. Neither the DoD nor any of its Components assumes liability for the acts of USS personnel or the protection of USS property.

7.2. Pursuant to DoDI 1402.5, "Criminal History Background Checks on Individuals in Child Care Services," USS personnel involved in the provision of child care services to children under the age of 18 through DoD operated, contracted, or community-based programs shall undergo mandatory background checks.