Memorandum of Understanding
Between
The United States Department of Defense
and
The American Red Cross

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 American Red Cross (ARC) (hereinafter collectively referred to as "the Parties") delineates the ARC's mission to provide services to military members and their families and the support that DoD may provide to the ARC in fulfillment of the ARC's mission. The purpose of this MOU is to establish an understanding between DoD and ARC for cooperation and the provision of such services and support.

1. DoD recognizes the importance and benefits of citizens' support for military personnel and their families. The support of the American people through their participation in non-Federal entities serves to enhance the morale of the military community at home and abroad.

2. The ARC is a congressionally chartered, not-for-profit 501(c)(3) corporation (see 36 U.S.C. §300101) that, among other things, serves the Armed Forces of the United States (both Active and Reserve components) and their families by providing emergency communications and by facilitating social and family support services.

3. The ARC's programs and services are provided through local Red Cross operations under the direction of the national headquarters of the ARC. The national headquarters of the ARC is the official location and contact point for the ARC's Board of Governors and its Chapters, and stations. The ARC is responsible for coordination of the work performed for any program provided to U.S. service members and their families by the ARC under this MOU.

4. The ARC may participate with other entities to provide initiatives and programs for the benefit of service members and their families

5. To the extent compatible with DoD's primary mission, 10 U.S.C. §2552 & 2602 authorize DoD to provide limited support (other than the direct expenditure of funds) to the ARC. This provision of support is further subject to DoD 5500.7-R, "Joint Ethics Regulation" (JER). Based on the foregoing, DoD may provide the types of support outlined in Appendix A.

6. The Principal Deputy Under Secretary of Defense (Personnel and Readiness) (PDUSD (P&R)) shall designate the Deputy Under Secretary of Defense (Military Community and

Family Policy) (DUSD (MC&FP)) as the DoD liaison for all policy questions related to DoD support provided to the ARC under this MOU.

7. Secretaries of the Military Departments shall each appoint a staff official to be responsible for internal policy determinations concerning relations with the ARC, and provide the names of such officials, and subsequent changes, in writing, to the DUSD (MC&FP) and the national headquarters of the ARC at the following address: 2025 E Street NW, Washington, DC, 20006, Attn: Sr. Vice President, Service to the Armed Forces.

8. ARC services and programs may supplement DoD appropriated fund and nonappropriated fund (NAF) services and programs (collectively, the "DoD Programs"). Commanders may coordinate with the ARC to support DoD programs on DoD installations, so long as they do not compete with appropriated and NAF activities. Installation commanders, in consultation with the ARC, shall determine if ARC services and programs substantially conflict with, or detract from, local DoD programs and services. Installation commanders have discretionary authority to eliminate conflicting or duplicative ARC services and programs.

9. Installation commanders and ARC management shall periodically conduct reviews (at least biennially) of ARC services and programs provided on DoD installations. These reviews shall include an assessment of programming, adequacy of services and resource support, and whether ARC services are substantially duplicative of those provided by either the installation concerned or its NAF instrumentalities (NAFIs). The installation commander shall forward unresolved issues, through the Military Department concerned, to the DUSD(MC&FP).

10. The ARC shall continue staff deployment in support of Operations Enduring Freedom and Iraqi Freedom, but prior to deployments in support of future contingencies, senior leadership from the ARC and DoD (including the Joint Staff and the Army as the Executive Agent), in consultation with the cognizant Regional Combatant commanders, shall develop policy concerning future requirements and appropriate funding responsibilities for ARC deployment in declared combat (or "conflict") zones, to fulfill ARC emergency messaging requirements. The Regional Combatant Commander shall appoint liaison officers to coordinate invitational travel authorizations, identification cards, and other support issues for ARC personnel, when the ARC is authorized to operate within their area of responsibility. The Regional Combatant Commander shall provide the names of liaison officers, and subsequent changes, to the DUSD(MC&FP) and the national headquarters of the ARC at the address in paragraph 7, above. Regional Combatant commanders may delegate responsibility to publish invitational travel authorizations to the first general officer/flag officer level in each Component MWR staff chain of command and must inform DUSD(MC&FP) and the ARC of any delegation of responsibility.

11. The ARC is expressly authorized by Congress to accept gifts, devises, and bequests of property to carry out the purposes of the organization and accomplish its responsibility (36 U.S.C. 300105). DoD shall not officially endorse ARC fundraising activities, or provide support to such activities except as authorized by the JER and applicable law. The heads of DoD Component commands or organizations may provide logistical, non-personnel support for ARC fundraising events to the extent permitted in Section 3-211.b (or successor provision) of the JER (Logistical Support of Non-Federal Entity Events).

12. DoD is generally prohibited from officially endorsing non-Federal entities. This MOU does not constitute an endorsement of the ARC or its activities by DoD. The ARC shall prominently display the following disclaimer on its print and electronic media: "The American Red Cross is a not-for-profit organization and not part of, or endorsed by, the Department of Defense." Nothing in this MOU shall be interpreted to prevent DoD personnel from making positive statements of personal opinion about the value of the ARC 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 neither ARC nor DoD personnel use their DoD titles, positions, organization names, or any other authority of their respective offices.

13. The Parties shall 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 the ARC shall periodically review this MOU and may amend it as mutually agreed upon in writing.

16. The terms of this MOU shall 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 respective policies and financing their own respective activities. Neither party has the legal authority to bind the other contractually with third parties.

18. This MOU replaces DoD Directive 1330.5, "American Red Cross," which was cancelled on February 2, 2007.

19 This MOU shall become 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 _____
Michael L. Dominguez
Acting Under Secretary of Defense for
Personnel and Readiness

Date March 10, 2009

American Red Cross

By _____
Sherri L. Brown
Senior Vice President
Service to the Armed Forces

Date 3/4/09

Appendix A
RESOURCES

The parties agree that the ARC shall provide services and DoD may provide support pursuant to the following terms:

1. Services

1.1. The ARC serves the U.S. Armed Forces (both Active and Reserve components) by providing emergency communication services between members of the military and their families, as well as providing community support for families of service members, hospital/medical treatment facility volunteer programs, morale services to deployed service members, and preparedness support for service members and their families. The ARC shall support service members and their families through its network of chapters, national headquarters, and emergency service centers.

1.2. The ARC shall be responsible for the operation and coordination of its services to U.S. service members. The ARC is also responsible for ensuring the quality of its services and the competency of its personnel performing them. ARC employees are not Federal employees and will not be supervised by DoD personnel.

1.3. Consistent with ARC anti-discrimination policies, its services and programs are open to all U.S. service members and their families regardless of race, color, religion, creed, sex, age, disability, or national origin. No person shall be excluded unlawfully from receiving ARC services or participating in ARC programs or otherwise subjected to unlawful discrimination by ARC personnel. Installation commanders will disseminate information to U.S. service members and their families concerning the procedures for reporting suspected unlawful discrimination by ARC personnel.

2. Personal Property: DoD programs that receive appropriated fund support and DoD NAFIs may not assert any claim to the assets of, or incur or assume any obligation on behalf of, the ARC. The ARC shall not abandon property on a DoD installation.

3. Facilities Support

3.1. Upon a determination as to the type and level of services the ARC intends to provide at a particular installation, under the MOU, the ARC will seek an outgrant (e.g., lease or license) from the installation commander 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 may make the appropriate type of outgrant to the ARC. All such outgrants will comply

with the requirements of DoD Instruction 4165.70, "Real Property Management". In the case of available office space, warehousing, and wharfage, the outgrant will be at no rental charge pursuant to 10 U.S.C. § 2602(b)(3), will take priority after other DoD Components (paragraph 6.5.4. of DoD Instruction 4165.70), and may include reasonable custodial, maintenance, and utility support without reimbursement. Every effort shall be made to assign office space that is readily accessible to military personnel and affords privacy for interviews.

3.2. ARC Facilities Outside of the United States:

3.2.1. Before granting permission to the ARC to use facilities at installations outside of the United States, the DoD Component responsible for the installation shall obtain the concurrence of the Regional Combatant Commander in whose area of responsibility the installation is located, and 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 ARC to use facilities at sites outside of the United States not located on an installation, the DoD Component providing base support to the site shall obtain the concurrence of the Regional Combatant Commander in whose area of responsibility the site is located, and the permission of the host nation if required by any applicable international agreement or by other applicable law.

3.2.3. In areas of operations overseas that DoD designates as contingency locations, the ARC may provide services, at DoD's request, when the need exists and is not otherwise being met. Based on the identified requirement and funding source (reference paragraph 10 of this MOU), Regional Combatant Commanders may request ARC services from the Secretary of the Army, U.S. Army Family and MWR Command, who may negotiate directly with ARC national headquarters for the establishment of temporary services. The Secretary of the Army shall advise DUSD(MC&FP) of the establishment of the temporary service. Expenses, except those the ARC is required to pay, will be borne initially by the Department of the Army. The other Military Services requesting the ARC services involved will reimburse the Department of the Army, on request, for the cost of deploying ARC personnel who are supporting their respective troops (see paragraph 7 of this appendix).

3.3. In its utilization of DoD facilities, the ARC shall 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 ARC offices located on DoD installations, the installation may provide the access, support and means of communication necessary to perform the services. Such communication support shall be without charge and may include access to the Defense Messaging System, including secure voice and data systems when DoD determines such access to be essential for the ARC to provide the services. The ARC is authorized to send messages directly to military units where there is no local ARC presence, including ships at sea and remotely deployed units. In addition, the ARC is authorized routine use of the DoD Employee Interactive Data System (EIDS) for authorized use in locating DoD employees, and active duty, guard, reserve, and retired military personnel. ARC personnel will have appropriate background investigations prior to being granted access to DoD's EIDS.

4. Miscellaneous Support Outside of the United States

4.1. Installation commanders may authorize DoD support for ARC programs outside the United States, as discussed in paragraphs 4.2 - 4.6 below, only when:

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.

4.2. When commercial transportation is not reasonably available, the ARC may ship equipment and supplies needed to support the U.S. Armed Forces under this MOU, including gifts for the use of the U.S. Armed Forces, through the Defense Transportation System. The ARC will reimburse the DoD for such shipments at the DoD rate. Combatant Commanders are responsible for issuing transportation authorizations, including billing information. In the event a DoD Component determines that transportation of ARC equipment and supplies needed to provide support under the MOU, including gifts for the use of the Armed Forces, should be at DoD expense, the DoD Component concerned will provide the necessary funding.

4.3. Pursuant to DoD Instruction 1330.17, enclosure 4, paragraph 2.f(2), "Armed Services Commissary Operations," commissary privileges may be extended to all "uniformed and non-uniformed, full-time, paid, professional, and headquarters staff personnel and to uniformed, full-time paid, secretarial and clerical workers of the Red Cross, who are U.S. citizens and assigned to duty overseas with the Military Services by the Red Cross."

4.3.1 Combatant Commanders may extend privileges to the above named ARC personnel when it is within the Combatant Commander's capability and without detriment to their ability to fulfill the military mission.

4.4. Pursuant to DoD Instruction 1330.17, Enclosure 4, paragraph2.f(1), "Armed Services Commissary Operations," within the United States, commissary privileges may be extended to all uniformed and non-uniformed, full-time, paid, professional, and headquarters staff personnel of the Red Cross who are assigned to duty with the Military Services by the Red Cross, and who reside within a military installation in the United States. Enclosure 2, paragraph 4.b(1) regarding civilian employees of the Military Service applies.

4.5. Pursuant to DoD Instruction 1330.21, "Armed Services Exchange Regulations," ARC personnel who are U.S. citizens and assigned to duty outside of the U.S. and Puerto Rico with an activity of a Military Service, are entitled to exchange privileges.

4.5.1 The ARC may purchase goods and services for use in ARC programs that support active duty military members and their families.

4.6. Pursuant to DoD Instruction 1330.21, "Armed Services Exchange Regulations," full-time paid staff of the Red Cross who reside on military installations within the United States and Puerto Rico are entitled to limited exchange privileges (no uniform or State tax-free tobacco items; tax-free alcoholic beverages may be purchased but not removed from the installation).

5. ARC Personnel Support

5.1. Installation commanders may authorize DoD support for ARC personnel outside the United States, as discussed in paragraphs 5.2 and 5.3 below, only when:

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, or his designee.

5.2. Transportation Support

5.2.1. The DoD service components requesting ARC presence may provide the following transportation services, at no expense, to ARC personnel performing services under the MOU:

5.2.1.1. ARC executive and professional staff (who are U.S. citizens), and their authorized family members, on official permanent change of station or temporary duty orders are authorized space-required transportation while traveling to and from their duty station in the same manner as DoD civilians.

5.2.1.2. ARC personnel in an approved emergency leave status shall be authorized travel between commands outside the US and ports of entry inside the US at DoD expense, but not within the US. ARC personnel in an annual leave status shall travel at no expense to DoD.

5.2.1.3. As part of the transportation agreement, and when similar support is provided to DoD appropriated funded civilians, DoD shall provide shipment and storage services of the following items of ARC personnel, at DoD expense:

5.2.1.3.1. Shipment of privately owned vehicles of ARC personnel to, from, and between location(s) outside the US;

5.2.1.3.2. Shipment of household goods ("HHG") to, from, and between locations outside the US;

5.2.1.3.3. Non-temporary storage of HHG not shipped to an location outside the US;

5.2.1.3.4. Transportation of authorized dependents of ARC personnel enrolled in a U.S. college or university to and from the US once annually during each school year.

5.3. Miscellaneous Personnel Support Outside of the United States

5.3.1. DoD may provide the following additional support to ARC personnel outside of 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. In accordance with 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 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. According to DoD Instruction 1015.10 "Programs for Military Morale, Welfare, and Recreation (MWR)," use of morale, welfare and recreation programs.

5.3.1.5. In accordance with the procedures specified in DoD Instruction 1000.13, "Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals," invitational travel authorizations and identification cards, including for 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. In accordance with 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 ARC 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.

5.3.1.8. In foreign countries, Red Cross personnel may be quartered without charge so long as similarly situated DoD civilians at each respective installation have the same benefit. DoD civilians who forgo receiving LQA in order to occupy military quarters are still being provided quarters "without charge," within the meaning of 10 U.S.C. § 2602(b)(2).

6. Logistical Support

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

6.2. DoD Military Bands and Other Musical Support

6.2.1 A DoD military band or choral group may provide support to programs sponsored by Armed Forces Entertainment, and hosted by the ARC, in coordination with the local Command. Such support outside the United States shall be provided from the resources of the theater Combatant Commander, unless an exception is coordinated in advance with the Assistant Secretary of Defense (Public Affairs).

6.2.2. DoD military bands shall not provide background, dinner, dance, or other social music programs for ARC-sponsored events, held either on or off military installations. See DoD Directive 5410.18, paragraph 4.8.4, "Public Affairs Community Relations Policy."

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

6.2.2.2. A DoD military band and choral groups shall not provide support for ARC-sponsored fundraising events. See 5 C.F.R. 2635.808, the JER, and DoD Directive 5410.18.

7. Red Cross Outside the US/Deployment Support

7.1. In situations where the ARC is providing deployment support at DoD request during times of armed conflict, DoD may provide the following home station pre-deployment support to ARC personnel at DoD expense:

7.1.1. Funded travel orders: to and from conflict area including billeting, dining, storage of HHG, and travel to deployment point.

7.1.2. Administrative Items: ID-card, Geneva-card, meal card, dog tags, interim security clearance; other personnel readiness actions, such as wills and powers of attorney, subject to the availability of legal staff resources.

7.1.3. Training: chemical, first aid, and other appropriate, if available.

7.1.4. Information about deployment destination: recommended supply list, culture awareness, type of currency used, and check cashing capabilities, if available.

7.1.5. Complete pre-deployment physical examination, including immunizations (if available), DNA sampling, a dental examination and Panorex.

7.1.6. Passports/visas (including country clearance), if available, and military drivers license, if necessary.

7.2. In situations where the ARC is providing deployment support at DoD request during times of armed conflict, DoD may provide the following central deployment point support:

7.2.1. Billeting and dining service.

7.2.2. All administrative items not taken care of at home station.

7.2.3. Uniforms/equipment (including protective gear) – if not received at home station.

7.2.4. Training: chemical, first aid, and other as appropriate – if not received at home station.

7.2.5. Information on area departing to: recommended supply list, culture awareness, type of money used and check cashing capabilities – if not

received at home station.

7.2.6. Panorex-DNA; immunizations, if available; passports/visas (including country clearance), if available; military drivers license, if appropriate, - if not received at home station.

7.2.7. Extra baggage space – if carrying office material and equipment.

7.3. In situations where the ARC is providing deployment support at DoD request, during times of armed conflict, DoD may provide the following non-reimbursable in-theater support:

7.3.1. Billeting and dining service.

7.3.2. Transportation.

7.3.3. Logistical support.

7.3.4. Use of recreational facilities.

7.3.5. Return travel to home station/home of record to the same extent authorized for DoD civilians.

7.3.6. Other privileges and recognition accorded to civilians of the same civil service rating as permitted by law.

8. General Provisions:

8.1. The ARC shall maintain general liability insurance for bodily injury, death, and property damage claims, or other covered legal action that may arise as a result of a negligent act or omission of the ARC in the provision of its services under the MOU. Any such insurance will list the United States as an additional insured. Neither DoD nor any of its Components assume liability for the acts of ARC personnel or for the protection of ARC property. ARC volunteers providing gratuitous support to Federal Government employees performing their official functions are generally considered Federal employees for the purpose of protection under the Federal Tort Claims Act, as specified in the MOU between the Department of Justice and DoD, entitled "Status of Certain American Red Cross Volunteers," November 20, 1990.

8.2. Pursuant to DoD Instruction 1402.5, "Criminal History Background Checks on Individuals in Child Care Services," ARC personnel involved in 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.

8.3. Pursuant to 36 U.S.C. §300104, the President of the United States appoints at least one, but not more than three, members of the U.S. Armed Forces to serve on the ARC's Advisory Council to the Board of Governors.

8.4. In time of declared war or during a contingency operation conducted with a view toward engaging the enemy or hostile forces overseas, ARC personnel who are serving with or accompanying the Armed Forces may be subject to discipline under the Uniform Code of Military Justice.

8.5. DoD shall not provide the ARC with NAF support, either in cash or in-kind services.