

**REQUEST FOR RECOGNITION**

MEMORANDUM

From: (Elected Head of the Organization, Name of Organization)  
To: Commanding Officer, U.S. Naval Station Guantanamo Bay, Cuba  
Via: Staff Judge Advocate, U.S. Naval Station Guantanamo Bay, Cuba

Subj: REQUEST TO ESTABLISH A NON-FEDERAL ENTITY ONBOARD U.S. NAVAL  
STATION GUANTANAMO BAY CUBA

Encl: (1) Constitution or Bylaws (signed by an appropriate official)  
(2) Financial Status Format  
(3) List of members (by name)  
(4) List of officers (by name and position)  
(5) Insurance/Waiver of Insurance Coverage  
(6) Acknowledgement of Terms

1. Enclosures (1) through (6) are submitted to obtain command recognition for \_\_\_\_\_ (Name of Group) to form a formal non-Federal entity (NFE) on NSGB in accordance with NSGBINST 5760.1G.
2. All business will be conducted as outlined in the constitution and bylaws of the club. Attached is the required documentation necessary to establish an NFE.
3. Point of contact for this NFE is \_\_\_\_\_ (Name and contact info).

\_\_\_\_\_  
Organization Leader's Signature

\_\_\_\_\_  
Printed Name

**“Sample Committee” Bylaws 20XX**

**Article I - Organization Name**

The name of the non-Federal entity shall be the “Sample Committee.”

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

**Article II- Purpose**

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

- ...
- ...
- ...

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

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

**Article III- Membership**

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

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

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

**Article IV- Officers**

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

a) President: \_\_\_\_\_

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

b) Vice-President: \_\_\_\_\_

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

c) Secretary: \_\_\_\_\_

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

d) Treasurer: \_\_\_\_\_

- Be responsible for all funds pertaining to the club
- Prepare financial statements and balance sheets for committee renewals
- Pay all bills associated with committee
- Prepare an annual summary of all fiscal activities for recordkeeping purposes and annual audits

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

#### **Article V- Elections**

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

#### **Article VI- Organization Meetings**

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

### **Article VII- Liability**

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

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

All members and volunteers who have contact with children under 18 years of age will provide proof of a favorable background check.

### **Article VIII- Insurance**

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

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

### **Dissolution Clause**

- (1) Upon the written agreement of two-thirds of the membership of the Association, the Association will be dissolved.
- (2) In the event that the assets are insufficient to discharge all liabilities, the entire membership will equally share in covering the liabilities.
- (3) The President and Secretary and/or Treasurer will ensure that a dissolution audit is conducted and forwarded to the [CO or OIC].
- (4) In the event that the [Organization] is dissolved and there is a balance in the treasury, excess supplies or equipment, it shall be donated to a charity, to be decided on at the time the [organization] is dissolved and in accordance with CNICINST 11000.1.

**These Bylaws, effective X Month 20XX, will remain in effect for one year following today's date or until there is a change in officer, whichever is sooner. They have been read and signed by the following Sample Committee Officials:**

*Signed:* \_\_\_\_\_  
*"Sample Committee" President, 20XX*

Signed: \_\_\_\_\_  
*"Sample Committee" Vice-President, 20XX*

Signed: \_\_\_\_\_  
*"Sample Committee" Secretary, 20XX*

Signed: \_\_\_\_\_  
*"Sample Committee" Treasurer, 20XX*

23 Apr 19

**Annual Audit Sheet**

From: (Name of Organization)

To: Commanding Officer, U.S. Naval Station Guantanamo Bay, Cuba

Date of Audit: \_\_\_\_\_ Reason for Audit: Annual/Dissolution  
(CIRCLE ONE)

<u>ASSETS</u>		CURRENT BALANCE		<u>LIABILITIES</u>	
Cash on hand	\$ _____	Bills owed	\$ _____		
Savings account	\$ _____	Other: List	\$ _____		
Checking account	\$ _____		\$ _____		
Club property	\$ _____		\$ _____		
Other: List	\$ _____		\$ _____		
	\$ _____		\$ _____		
<b>TOTAL ASSETS:</b>	<b>\$ _____</b>	<b>TOTAL LIABILITIES</b>	<b>\$ _____</b>		
Net worth is assets minus liabilities.		<b>NET WORTH</b>	<b>\$ _____</b>		

<u>INCOME</u>		INCOME STATEMENT		<u>EXPENSES</u>	
Sales	\$ _____	Materials/ Supplies	\$ _____		
Donations	\$ _____	Equipment	\$ _____		
Dues	\$ _____	Goodwill	\$ _____		
Interest	\$ _____	Activities	\$ _____		
Other: List	\$ _____		\$ _____		
	\$ _____	Donations	\$ _____		
	\$ _____	Service Charge	\$ _____		
	\$ _____	Other: List	\$ _____		
	\$ _____		\$ _____		
<b>TOTAL INCOME:</b>	<b>\$ _____</b>	<b>TOTAL EXPENSES</b>	<b>\$ _____</b>		
Yearly income is income minus expenses.		<b>YEARLY INCOME</b>	<b>\$ _____</b>		

The above categories for assets, liabilities, income and expenses are only examples. Other categories may be used that are more applicable to the organization. Your forwarding letter should list any discrepancies found during the audit, proposed schedule of events, the name, address and telephone number of all elected officers and designate a single point of contact.

-----SIGNATURE OF AUDIT MEMBERS (Cannot be an Officer of the Organization)

NAME (PRINT/SIGN)	NAME (PRINT/SIGN)	NAME (PRINT/SIGN)
TREASURER (NAME AND PHONE NUMBER)		PRESIDENT (NAME AND PHONE NUMBER)

**SAMPLE FORMAT LIST OF MEMBERS**

MEMORANDUM

Date: \_\_\_\_\_

From: NFE's Name

Subj: LIST OF MEMBERS

1.

2.

\_\_\_\_\_  
(Organization Leader's Signature)

\_\_\_\_\_  
(Printed Name)

**PRIVACY ACT STATEMENT**

**AUTHORITY:** 44 USC 31 - I.

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

**SAMPLE FORMAT LIST OF OFFICERS**

MEMORANDUM

Date: \_\_\_\_\_

From: NFE's Name

Subj: LIST OF OFFICERS

**PRESIDENT:** \_\_\_\_\_  
Command: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**VICE PRESIDENT:** \_\_\_\_\_  
Command: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**SECRETARY:** \_\_\_\_\_  
Command: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**TREASURER:** \_\_\_\_\_  
Command: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

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

\_\_\_\_\_  
(Organization Leader's Signature)

**PRIVACY ACT STATEMENT**

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**INSURANCE WAIVER REQUEST**

MEMORANDUM

Date \_\_\_\_\_

From: Name of NFE

Subj: REQUEST FOR WAIVER OF INSURANCE COVERAGE REQUIREMENT

1. Request the (NFE's name) be granted a waiver of the requirement for liability insurance pursuant to NSGBINST 5760.1G. Attached is a copy of the organization's current and prior year's financial records for your review. We understand that CO, NSGB may still require liability insurance for specific events that involve a greater risk of injury or damage.
2. We also understand that the (NFE name) is jointly and severally liable for the obligations of the organization.
3. Activities of this NFE consist largely of activities with extremely low liability exposure such as monthly meetings, parties and other gatherings.

\_\_\_\_\_  
(Organization Leader's Signature)

\_\_\_\_\_  
(Printed Name)

LIABILITY WAIVER

**NFE:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Organization Leader's Signature)

## ACKNOWLEDGEMENT OF TERMS

(Please read and initial each statement)

\_\_\_ I have received a copy of NSGBINST 5760.1G (GUIDELINES FOR NON-FEDERAL ENTITIES)

\_\_\_ I understand that my Non-Federal Entity (NFE) may not discriminate or deny membership because of race, color, creed, sex, age, disability, or national origin.

\_\_\_ I understand that my private organization is a NFE and must be financially self-sustaining primarily through dues, contributions, service charges, fees, or special assessment of members.

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

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

\_\_\_ I understand that the Commanding Officer, NSGB is authorized to deny or revoke a NFE's permission to operate on base if my organization fails to comply with applicable instructions.

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

\_\_\_ I have purchased insurance or have completed a waiver for insurance. NSGB or any Navy component is not liable for the activities of this group.

\_\_\_ We agree to remove and if applicable, dispose of our property from NSGB in the event that permission to operate is revoked.

\_\_\_ I understand that background checks need to be completed for any employees/volunteers having continued contact with children under the age of 18.

\_\_\_ I understand that I cannot use the name or abbreviation of any Navy or DoD component in the title of my NFE without first securing consent from the command via the CO, NSGB.

\_\_\_ My bylaws include the disclaimer "THIS IS AN NFE. IT IS NOT PART OF THE DoD OR ANY OF ITS COMPONENTS AND HAS NO GOVERNMENTAL STATUS."

\_\_\_ My NFE will not compete with the Navy Exchange, MWR, Combined Federal Campaign (CFC), or the Navy Marine Corp Relief Society (NMCRS).

\_\_\_ My NFE will not sell or furnish alcohol to persons on Navy installations as part of any fundraising activity.

\_\_\_\_ I understand that members of my organization cannot be assigned to work for NFEs as an official duty and must participate in NFE activities during their off-time.

\_\_\_\_ I agree to submit a renewal package for my NFE annually by 1 December.

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

**Instructions:** Complete this form and provide the original with all necessary attachments to the NSGB Staff Judge Advocate Office. Submit your request at least 2 weeks prior to the proposed event.

**FUNDRAISER/SPECIAL EVENT REQUEST FORM**

Date: \_\_\_\_\_

From: \_\_\_\_\_  
(Print name of requestor) (Rank) (Contact number)  
\_\_\_\_\_  
(Organization/NFE)

To: Staff Judge Advocate, U.S. Naval Station Guantanamo Bay, Cuba

**Subj: FUNDRAISER/SPECIAL EVENT ON NSGB**

1A. We request approval to hold the following fundraiser/special event on NSGB.  
(COMPLETE DETAILED DESCRIPTION OF THE EVENT:)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1B. The money raised at this activity will be used for (BE SPECIFIC):

\_\_\_\_\_  
\_\_\_\_\_

2. List of items for sale:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

3. Location: \_\_\_\_\_

4. Date & Time of event: \_\_\_\_\_

5. As the individual submitting this request for the entity named above, I certify the following to be true;  
(you *must* initial each line)

\_\_\_\_\_ This proposed fundraiser is NOT part of a continuous resale activity.

\_\_\_\_\_ This proposed fundraiser does not involve the sale of alcohol or any form of gambling activity.

\_\_\_\_\_ Approval will be obtained from a trained food handler prior to conducting the event. (Preventive  
Medicine Only)

\_\_\_\_\_ Prior approval from the NSGB Fire Chief has been obtained for our location to grill food. Proper  
safety precautions will be taken and a fire extinguisher and telephone will be readily available.

\_\_\_\_\_ All military members will be in civilian attire and in a non-duty status.

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

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

\_\_\_\_\_ This fundraiser will not duplicate or directly compete with Navy Exchange or MWR instrumentality.

\_\_\_\_\_ The Joint Ethics Regulation (JER), DoD 5500.7-R is a punitive regulation, which prohibits DoD employees from soliciting (asking or obtaining) donations from local businesses. The JER also prohibits raffles (selling tickets for a chance to win a prize).

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

**FUNDRAISER VERIFICATION QUESTIONNAIRE**

Refs: (a) NSGBINST 5760.1G  
(b) DoD 5500.7-R

1. Have you reviewed references (a) and (b)? YES / NO
2. Is the organization recognized by the command as a NFE for the fiscal year? YES / NO
3. What other fundraisers have been conducted over the past 12 months for your organization?

Date: \_\_\_\_\_ Type: \_\_\_\_\_  
Date: \_\_\_\_\_ Type: \_\_\_\_\_  
Date: \_\_\_\_\_ Type: \_\_\_\_\_  
Date: \_\_\_\_\_ Type: \_\_\_\_\_

4. Identify the staffing requirement and hours expended:

- a. How many government persons will be working this event? \_\_\_\_\_
- b. What is the anticipated number of man-hours that each person will spend participating in the fundraiser? \_\_\_\_\_
- c. What is the total number of man-hours that will be devoted to the fundraiser? \_\_\_\_\_
- d. Who is ultimately responsible for all aspects of this fundraiser?

Name: \_\_\_\_\_  
Command/Department: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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

MWR #74123

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval/Disapproval

NEX #74997

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval / Disapproval

Preventive Medicine (Food requests only) #72990

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval / Disapproval

Public Works (Car wash only) #5725

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval / Disapproval

Fire Department (BBQ & outdoor cooking only) #4178

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval / Disapproval

Safety Officer (activities requiring safety precautions) #4888

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval / Disapproval

Security (large events or events impacting traffic only) #4645

POC: \_\_\_\_\_

\_\_\_\_\_  
Recommend Approval / Disapproval

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**NSGB SJA**

\_\_\_\_\_ Recommend approval

\_\_\_\_\_ Recommend disapproval

R. W. Bland  
By direction



**NOTICE OF DISSOLUTION**

MEMORANDUM

Date: \_\_\_\_\_

From: (Elected Head of the Organization, Name of Organization)

To: Commanding Officer, U.S. Naval Station Guantanamo Bay, Cuba

Via: Staff Judge Advocate, U.S. Naval Station Guantanamo Bay, Cuba

Subj: NOTICE OF DISSOLUTION

1. This is notification that we are dissolving \_\_\_\_\_ (Name of NFE) All assets have been disposed of per NSGBINST 5760.1G.

2. If you have any questions, please contact \_\_\_\_\_ (name of individual) at \_\_\_\_\_ (telephone number w/area code).

\_\_\_\_\_  
(Organization Leader's Signature)