



DEPARTMENT OF THE NAVY

U.S. NAVAL STATION
PSC 1005, BOX 25
FPO AE 09593-1000

NSGBINST 5760.1G
N00J
23 Apr 19

U.S. NAVAL STATION GUANTANAMO BAY, CUBA INSTRUCTION 5760.1G

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

Subj: GUIDELINES FOR THE OPERATION OF NON-FEDERAL ENTITIES

Ref: (a) DoDI 1000.15
(b) DoDI 1015.09
(c) DoD 5500.07-R, CH 7
(d) DoDEA AI 1015.01
(e) CNICINST 11000.1A
(f) NSGBINST 1710.2D

Encl: (1) Request for Recognition by a Non-Federal Entity
(2) Sample Bylaws
(3) Annual Audit Sheet
(4) List of Members
(5) List of Officers
(6) Sample Format Waiver of Insurance Request
(7) Sample Liability Waiver
(8) Acknowledgement of Terms
(9) Fundraising/Special Event Request and Fundraiser Verification Questionnaire
(10) Notice of Dissolution

1. **Purpose.** To provide guidelines concerning the operation of Non-Federal Entities (NFEs) onboard U.S. Naval Station Guantanamo Bay, Cuba (NSGB) in compliance with references (a) through (f).

2. **Cancellation.** NSGBINST 5760.1F.

3. **Background.** NFEs (specifically, private organizations) are self-sustaining organizations that are not an official component of the Federal government. NFEs are established, operated, and controlled by an individual(s) acting outside the scope of any official capacity as officers, employees, or agents of the Federal government. Examples of NFEs include Petty Officer associations, spouse clubs, fraternal organizations, and businesses. The Navy has long recognized the important role NFEs have in improving the quality of life for Sailors, civilian employees, and their families. NFEs provide opportunities for recreation, socializing, education, and professional development within the Navy community. In many cases, they also enhance esprit de corps and provide additional support to the warfighter. A NFE operating on the

installation should make a positive contribution in terms of morale or service to installation personnel. These groups may operate onboard NSGB with permission of the Commanding Officer (CO), NSGB. The NSGB Staff Judge Advocate (SJA) is charged with oversight authority to ensure that NFEs comply with references (a) through (f) and this instruction.

4. Scope. This instruction applies to all NFEs unless pertinent statutes, regulations, or higher directives specify otherwise. Consistent with references (a) through (c), this instruction shall not apply to military relief societies, banks or credit unions, or Department of Defense Education Activities (DoDEA) student body activities that are conducted as an adjunct of an academic program.

5. Policy

a. NFEs are not Federal entities and are not entitled to the sovereign immunity and/or privileges afforded to Federal entities and instrumentalities. NSGB's support of NFEs is limited by reference (c).

b. NFEs are responsible for complying with all applicable federal law to include fire and safety regulations, environmental laws, tax laws, and labor standards.

c. NFEs shall not conduct meetings, activities, or fundraisers onboard NSGB without first obtaining written approval from the CO, NSGB. Approval to operate onboard NSGB does not constitute approval of logistical support for meetings, fundraisers, or other events or programs, nor does it bestow any official sanction, endorsement, or guarantee of support by the U.S. Government. The CO, NSGB is authorized to deny or revoke a NFE's permission to operate onboard the installation when the organization fails to comply with this instruction.

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

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

- (a) The name or seal of the Department of Defense or the acronym "DoD;"
- (b) The name or seal of the Department of the Navy or the acronym "DoN;"
- (c) The seal, logo, or insignia of any other DoD component or instrumentality;
- (d) The seal, logo, or insignia other identifying device of NSGB; or

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

(2) In accordance with reference (d), NFEs shall not use the name or abbreviation of any Navy or DoD component in the NFE's name (e.g., "Naval Station Guantanamo Bay First Class Petty Officer's Association) without first securing consent from the Navy or DoD component whose name is used. Any such use must not create the perception that the NFE is an organizational unit of the Navy or DoD.

(3) All NFEs must prominently display the following disclaimer on all print and electronic media: "THIS IS A NON-FEDERAL ENTITY. IT IS NOT A PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND IT HAS NO GOVERNMENTAL STATUS". This disclaimer must also be provided in appropriate oral communications and public announcements when the name of the entity is used.

(4) NFEs and their members are responsible for complying with references (a) through (f). In particular, members of NFEs who are government employees are reminded that the official or apparently official endorsement of events, the use of one's official title with respect to NFEs and the use of official channels to distribute information regarding events, absences to participate in events, and the use of government resources, including E-mail, in support of events, are all restricted by reference (c).

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

f. Any logistical support provided by NSGB to a NFE may not hinder any Navy or DoD component's military mission or detract from readiness.

g. Per reference (f), NFEs shall not solicit, advertise, or endorse commercial sponsorships for on-base events. Only Morale, Welfare, and Recreation (MWR) may accept commercial sponsorships. Commercial sponsorship is a contractually based arrangement in which various types of sponsor recognition are provided in exchange for financial or in-kind consideration

h. Employees of NFEs are not employees of the U.S. Government or of an instrumentality of the U.S.

i. Membership to NFEs authorized to operate onboard NSGB shall be limited to NSGB, JTF, and other tenant command personnel, including members of the armed forces, civilian government employees, and other base residents.

j. No NFE may receive preferential treatment. However, certain NFEs have authorization for unique support. Enclosure (3) of reference (a) provides a list of these NFEs, as well as the statutory basis for the unique support.

k. NFEs that unlawfully discriminate or deny membership because of race, color, creed, sex, age, disability, or national origin may not conduct activities onboard NSGB. Unlawful discrimination shall be reported to the NSGB SJA immediately. NFEs may organize around a cultural or ethnic focus as long as they do not restrict their membership on the basis of culture or ethnicity.

l. NFEs shall not engage in hazing or harassment for initiation. NFEs that engage in those practices will not be recognized nor authorized to operate onboard NSGB.

m. Activities of NFEs shall not in any way prejudice or discredit the DoD, the DoN, other DoD Components, or other Agencies of the Federal government.

n. Approval by the CO to operate on board NSGB, does not ensure approval to occupy a permanent space on board NSGB. Requests to use permanent space are processed in accordance with reference (e). Therefore, approval by the CO for an NFE to operate on board NSGB does not constitute a lease, license, or other real estate instrument as required by reference (e).

6. Approval process for NFEs

a. The NSGB SJA is designated by the CO, NSGB, to manage the NFE program. The extent of SJA management is always subject to the discretion of the CO. A NFE seeking to operate or renew its authorization to operate onboard NSGB shall apply for installation recognition via the NSGB SJA and must secure written approval prior to operating on the installation. A request to operate on NSGB shall include at a minimum, the request for recognition memorandum, bylaws, the annual audit sheet, a list of members, a list of officers, proof of insurance or a request for a waiver of the insurance requirement, a liability waiver, and the acknowledgement of terms (see enclosures (1) through (8)).

b. In order to have a NFE recognized onboard NSGB, the following items must be submitted for approval.

(1) Request for Recognition by a Non-Federal Entity.

(2) Bylaws.

a. Written bylaws, constitution, charter, or equivalent document. The bylaws shall sufficiently delineate the NFE's nature, purpose, objectives, and sources of income.

b. No DoD personnel acting in an official capacity, including the CO, NSGB, shall sign or issue a charter that serves as the legal basis for any NFE.

c. A satisfactory description of the NFE's management responsibilities (see enclosure (2)). The description should indicate who is responsible for accounting for the NFE's assets, satisfying liabilities, and disposing of any residual assets upon the organization's dissolution.

d. An agreement to remove and, if applicable, dispose, of any NFE property from NSGB in the event permission to operate is revoked or the NFE dissolves (see enclosure 8).

(3) Annual Audit Sheet.

(4) List of Members.

a. This may be included in the bylaws (see enclosure (2)). Per reference (a), no NFE may unlawfully discriminate against any person because of race, color, creed, sex, age, disability, or national origin.

b. A certification indicating that the NFE's members understand that they may be held personally liable under the Uniform Code of Military Justice (UCMJ) and applicable Federal statutes if the NFE's assets are insufficient to discharge its liabilities (see enclosure (8)).

c. If applicable, per enclosure (2) of reference (a), proof that a favorable background check has been completed for any employees and volunteers having continued contact with children under the age of 18.

(5) List of Officers.

(6) Proof of Insurance or Waiver.

a. Pursuant to reference (a), a NFE must secure adequate insurance (or obtain an authorized waiver of the requirement) to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the organization or one or more of its members acting on its behalf, or the operation of any equipment, apparatus, or device under the control and responsibility of the NFE.

b. This insurance requirement may be waived at the discretion of the CO, NSGB for activities with low liability exposure.

(7) Liability Waiver. A waiver releases the NFE from the insurance requirement of this instruction, but does not protect the NFE or its members from valid claims or successful civil suits. In no case may NSGB or any Navy component assume liability for the activities of a NFE.

(8) Acknowledgement of Terms.

c. Term of approval. Permission to operate onboard NSGB shall ordinarily be valid for one year. The entire approval package, described above, must be submitted annually.

d. Notice of changes. NFEs shall submit prompt notification of any material change in the organization's charter, membership policy, or management responsibilities to the NSGB SJA. The constitution and bylaws must be updated every year or when there is a change in the purpose of the NFE or a change in officers, whichever occurs sooner. Submit a copy of the old constitution or bylaws and indicate the changes made.

7. Annual Requirements for NFE Recognition (1 December Deadline)

a. NFEs shall prepare and maintain financial statements and use budgeting tools commensurate with their level of financial activity. NFEs with a gross annual revenue not exceeding \$5,000 shall maintain an annual financial statement. The NSGB SJA Office shall collect financial reviews of all NFEs under the following conditions:

- (1) Once yearly not before 1 November but no later than 1 December;
- (2) Upon receipt of a NFE's request for NSGB recognition or renewal of recognition;
- (3) Twice a year for all organizations maintaining an account balance of \$5,000 or greater. Note: NFEs that have an account balance of more than \$10,000 at the time of the financial review must have excess funds above \$10,000 earmarked for specific purposes; or
- (4) When recommended by the NSGB SJA or as directed by the CO, NSGB.

b. The yearly financial audit shall be conducted at the end of each fiscal year by **three of the NFE's members** (not to include elected officials or the treasurer) on the form provided at enclosure (3) or by an audit board appointed by the CO. The signed audit shall be reviewed by the voting membership of the NFE and included for record as a part of the approved minutes of the meetings. The completed audit shall be submitted to the NSGB SJA's office no later than 1 October and routed to the CO, NSGB.

c. Annual Renewal. Annually, between 1 November and 1 December, all currently approved NFEs must reapply for recognition by resubmitting enclosures (1) through (8), to include an updated audit form, current list of members, and a current list of officers. Approved NFEs who fail to submit a renewal package by the end of the calendar year will not be allowed to hold fundraisers or events after 31 December until they do so.

8. Fundraising

a. Permission of the CO. NFEs must obtain the permission of the CO, NSGB, prior to conducting fundraising activities or public events onboard the installation. All requests to conduct fundraisers or obtain logistical support from NSGB must be made, in writing, to the CO, NSGB via the NSGB SJA (see enclosure (9)). Requests must be submitted to the NSGB SJA Office at least two weeks in advance of the proposed fundraiser or event. Additionally, major events having a significant impact on the routine operations of the installation require approval from the Executive Officer (XO), NSGB. The determination of what level of approval is required for a certain event will be made by the NSGB SJA. Approval to operate on the installation as a NFE does not guarantee that fundraising requests by the NFE will also be approved. In order to ensure equitable treatment of similar groups, NSGB may limit the number of meetings, events, and activities that a NFE may conduct on base. All NFE fundraising shall be per references (c) and (f). COs or Officers In Charge (OICs) of tenant commands may approve fundraising requests within their command spaces, provided that these activities comply with references (a) and (c).

Fundraisers by “For Our Own, By Our Own” entities, composed primarily of DoD employees or their dependents, when conducted only among their own members for the benefit of welfare funds for their own members, do not require approval from CO, NSGB, as per reference (c).

b. Frequency of fundraising activities. Each NFE is permitted to hold three activities, fundraisers, or public events, per month. Of these three events, each NFE is allowed to have up to two bagging fundraisers per month, and they may not be on consecutive weekends. Compelling requests for exceptions from this policy may be considered at the discretion of the CO, NSGB.

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

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

e. Competition with the Combined Federal Campaign (CFC) or Navy Marine Corps Relief Society (NMCRS). The CFC exists to reduce disruption in the Federal workplace by consolidating fundraising efforts into one yearly event. The NMCRS exists to support the needs of the service member and his or her family. Accordingly, the CO, NSGB, will carefully scrutinize requested fundraisers during the CFC and NMCRS fundraising periods; fundraisers not supporting either the CFC or the NMCRS during those fundraising periods will likely be disapproved.

f. Fundraising in the workplace. NFE fundraising activities shall not occur in the workplace. The CO, NSGB has the authority to determine which areas of the base are considered “outside the workplace” for fundraising purposes.

g. Alcohol. NFEs shall not sell or furnish alcohol to persons on Navy installations as part of any fundraising activity.

h. Gambling / Raffles. NFEs may not conduct games of chance, lotteries, raffles, or other gambling-type activities except as provided by applicable regulations and Federal statutes. All requests to conduct raffles must be reviewed by the NSGB SJA Office.

9. Command support to NFEs

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

(1) Permission to post or distribute informational material on base, to include on the base roller;

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

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

(4) Limited use of NSGB equipment, facilities, or areas, including the NEX Atrium and installation car wash.

b. Personnel support

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

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

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

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

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

10. Dissolution

a. In case of dissolution, funds in the NFE's treasury will be used to satisfy any outstanding debts, liabilities, or obligations. The balance of assets will be disposed of as determined by the membership. This must be included in the NFE's charter or bylaws.

b. Upon dissolution or disestablishment of a NFE, the NFE will submit written notice to the CO to include the following information:

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

(2) The method of disposition of all assets.

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

12. Responsibility: The Staff Judge Advocate is overall responsible for the annual review of this instruction. This instruction will be in effect for 10 years, unless revised or cancelled in the interim, and will be reissued by the 10-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 for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.

13. Records Management. Records created as a result of this instruction, regardless of media and format, shall be managed per SECNAV Manual 5210.1.



J. A. FISCHER

Distribution:
Electronic only, via NSGB NIPR Network

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

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	\$ _____		\$ _____		
	\$ _____		\$ _____		
TOTAL ASSETS:	\$ _____	TOTAL LIABILITIES	\$ _____		
Net worth is assets minus liabilities.		NET WORTH	\$ _____		

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

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

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.

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

NSGB SJA

_____ Recommend approval

_____ Recommend disapproval

J. M. DOE
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)