



UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION
MARINE CORPS BASE
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MCINCR-MCBQO 5760.3B

B 09

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MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION - MARINE
CORPS BASE QUANTICO ORDER 5760.3B

From: Commander, Marine Corps Installations National Capital
Region - Marine Corps Base Quantico

To: Distribution List

Subj: NON-FEDERAL ENTITIES ON MARINE CORPS INSTALLATIONS
NATIONAL CAPITAL REGION - MARINE CORPS BASE QUANTICO

Ref: (a) DoDI 1000.15, Procedures and Support for Non-Federal
Entities Authorized to Operate on DoD Installations
(b) DoDD 1000.26E, Support of NFE Authorized to Operate
on DoD Installations
(c) DoD 5500.7-R, Joint Ethics Regulations
(d) MCBO 5760.1A, Solicitation and Conduct of Personal
Commercial Affairs
(e) SECNAVINST 11011.47C, Acquisition, Management, and
Disposal of Real Property and Real Property Interests
by the Department of the Navy
(f) NAVFAC P-73, Real Estate Procedure Manual
(g) MCO 5760.4C, Procedures and Support for Non-Federal
Entities Authorized to Operate on Marine Corps
Installations and Informal Funds
(h) MCBO 8000.1A, Privately Owned Weapons, Ammunition and
Explosives
(i) 5 CFR 2635.808, Fundraising Activities
(j) E.O. 12353, Charitable Fundraising
(k) MCBO 5530.1, Access Control Policy

Encl: (1) Sample Letter - Request to Establish Operations as a
Non-Federal Entity aboard MCINCR-MCBQ
(2) Non-Federal Entity Checklist for Required
Documentation
(3) Sample Constitution or Bylaws
(4) Sample Waiver of Liability and Agreement to Indemnify
Agreements
(5) Sample Letter - Request for Recertification
(6) Sample Letter for Audit Verification
(7) Minimum Audit Procedures Required of Audit Boards for
Non-Federal Entities
(8) Sample Non-Federal Entity Event Request Form

DISTRIBUTION STATEMENT A: Approved for public release;
distribution is unlimited.

(9) Sample Dissolution/Disestablishment Letter

1. Situation. To establish policy and procedural guidance for support for Non-Federal Entities (NFEs) authorized to operate aboard Marine Corps Installations National Capital Region-Marine Corps Base Quantico (MCINCR-MCBQ), Virginia.
2. Cancellation. MCBO 5760.3A.
3. Mission. This Order provides policy, guidance, information, and procedures concerning support for NFEs to conduct activities and operate aboard MCINCR-MCBQ.
4. Execution
 - a. Information

(1) Reference (a) sets forth requirements and parameters for authorization of and support to NFEs operating on military installations. References (b) and (c) authorize limited logistical support of NFEs. Reference (d) governs the solicitation and operations of commercial enterprises by NFEs aboard MCINCR-MCBQ. Reference (e) is a restatement of the Department of the Navy (DON) policy for the acquisitions, management, and disposal by the DON of real property and real property interests, and to assign responsibility and delegate authority to carry out such policy. Reference (f) provides procedural guidance and requirements for accomplishing various real estate actions. Reference (g) describes procedures and support for NFEs to operate on Marine Corps installations. Reference (h) provides instructions for the control of privately owned weapons, ammunition and explosives including transportation aboard MCINCR-MCBQ. Reference (i) identifies the restrictions on the conduct of charitable fundraising in the Federal workplace. Reference (j) describes the on-the-job solicitation of Federal employees and members of the uniformed services. Reference (k) provides information on base access. Enclosures (1)-(9) are provided for the use of NFEs. This Order does not apply to MCINCR-MCBQ Non-Appropriated Fund Instrumentalities (NAFI), billeting funds, or chaplains' religious offering funds. In the event the instructions contained herein conflict with those issued by higher authority, the orders of the higher authority shall take precedence. Notify the Commander, MCINCR-MCBQ (B 09) of any conflict or questions of interpretation.

(2) The Commander MCINCR-MCBQ may authorize NFEs to operate aboard the installation subject to the requirements of this order, in recognition of the benefits the NFE provides to military service members and their families.

(3) This Order does not apply to NFEs operating aboard the installation via Marine Corps Community Service (MCCS) contracts or vendor agreements.

(4) This Order does not apply to NFEs that are law enforcement agencies of state and local Government that have been granted authorization to use MCINCR-MCBQ Ranges for law enforcement training purposes.

b. Definitions

(1) Authorized Non-Federal Entity. A MCINCR-MCBQ authorized NFE is a self-sustaining, NFE, including a private organization that is incorporated, and constituted or established and operated on a Department of Defense (DoD) installation with the written consent of the installation or higher authority, composed of individuals acting exclusively outside the scope of any official capacity, as officers, employees, or agents of the Federal Government.

(a) Government employees who are members or officers of NFEs may not use Government resources to conduct NFE business. Refer to reference (c), Para 2-301 Use of Federal Government Resources.

(b) NFE members or officers who are also Federal employees may use government resources only in the performance of their official duties and may not use Government Resources to support a NFE and their personal activities with the NFE.

(2) Constitution or Bylaws. In general, the constitution or bylaws of an organization is the document that contains a NFE's own basic rules relating principally to itself as an organization. All of the NFE's rules shall be combined into a single instrument, usually called the "bylaws" or the "constitution."

(3) Guest. For purposes of this Order, a guest is an individual (not a company or organization) who is a relative, friend, or acquaintance of a member of a NFE authorized to conduct activities on MCICNR-MCBQ, invited to observe or participate in those activities on a one-time or infrequent

basis. Guests must remain with the qualified member throughout their visit to MCINCR-MCBQ.

(4) General Public. For purposes of this order, "General Public" is defined as individuals from the general population who have no DoD affiliation, who are not members of NFEs authorized to operate aboard the installation, military, military dependents, Federal civilian employees, or their invited guests. Any invitation, advertisement or other solicitation to invite the General Public to participate in a NFE event on MCINCR-MCBQ must have advance approval of the Commander, MCINCR-MCBQ.

(5) Lease. The term "lease" means a real estate agreement consisting of an agreement or contract by which the Federal Government grants to a NFE the exclusive rights to possess, use, and enjoy Navy/U.S. Marine Corps Class I (land) or Class II (buildings) Real Property for a specified period of time in exchange for consideration, generally fair market value. Due to the shortage of available MCINCR-MCBQ facilities, the high cost of lease processing administrative fees, and fair market value valuations, leases for the use of MCINCR-MCBQ real property are not usually within the financial resources of NFEs.

(6) License. The term "license" means a real estate action consisting of a grant of a personal privilege for a specific purpose on or in Navy/U.S. Marine Corps Class I (land) or Class II (buildings) real property without possessing any real estate interest in it. A license is a non-exclusive grant that is revocable at the will of the licensor (Federal Government). A NFE applying for a license is required to pay Naval Facilities Engineering Command (NAVFAC) the license administrative processing fee.

(7) Non-Appropriated Fund Instrumentalities. A NAFI is a fiscal entity of the Federal Government that is supported in whole or in part by Non-Appropriated Funds (NAFs). NAFIs are not incorporated under the laws of any state or the District of Columbia, but have the legal status of an instrumentality of the Federal Government and have the same immunities and privileges as the Federal Government in the absence of specific Federal Statute. NFEs are not NAFI's. NAFs are Government monies that are not appropriated by Congress and are not held within the U.S. Treasury. Military Departments and Defense Agencies generate NAFs primarily through the sale of goods and services to the DoD military, civilian personnel and their family members

in conjunction with authorized Morale, Welfare, and Recreation (MWR) programs.

(8) NFEs not affiliated with MCINCR-MCBQ. An organization which comes on base once a year or less to conduct an event, but is not a MCINCR-MCBQ approved NFE.

(9) Non-Federal Entity. Reference (b) defines an NFE as a self-sustaining, non-federal person or organization, established, operated, and controlled by any individual(s) acting outside the scope of any official capacity as officers, employees, or agents of the federal government.

(10) Statutorily-authorized NFE. Certain NFEs have statutory authorization to receive particular federal government support and are controlled by specific regulations and directives that allow them to operate on an installation and receive logistical support. The Navy-Marine Corps Relief Society, American Red Cross, and Marine Corps Heritage Foundation are examples of statutorily-authorized NFEs that are managed differently and subject to different regulations than other NFEs. These organizations are not subject to this Order.

c. Policy. When specifically authorized in writing by the Commander, MCINCR-MCBQ, NFEs may offer programs or services that supplement either appropriated or non-appropriated fund activities aboard the installation, subject to the following requirements:

(1) NFEs are not NAFIs, nor is there an official relationship between their activities and those of DoD personnel who are members and/or participants. Reference (c) governs DoD employee personal and professional participation in NFEs.

(2) A NFE is not a Federal entity and is therefore not entitled to sovereign immunity and privileges accorded to the Federal Government and NAFIs. In order to avoid conflicts of interest and unauthorized expenditures of appropriated and non-appropriated funds:

(a) There shall be no financial assistance given to a NFE in the form of contributions, repairs, services, dividends, or other donations of money or other assets.

(b) NAFI funds or assets shall not be directly or indirectly transferred to NFEs.

(3) NFEs shall not engage in activities that compete with any appropriated or non-appropriated fund activities (e.g., Marine Corps Community Services (MCCS) programs) aboard MCINCR-MCBQ.

(4) Reference (d) prohibits NFEs from soliciting and operating commercial enterprises on Government property. NFEs may not accept commercial sponsorship or allow commercial enterprises to operate or conduct events or activities in any facilities provided to them or endorse products or businesses on the NFE's website.

(5) NFEs authorized by the Commander, MCINCR-MCBQ to sponsor or conduct activities/events or otherwise operate aboard MCINCR-MCBQ are subject to the following conditions and requirements:

(a) Activities conducted by the NFE and the behavior of its members, guests, and other participants shall not prejudice or bring discredit to the U.S. Marine Corps or other Government agencies..

(b) In accordance with reference (e), NFEs are required to reimburse MCINCR-MCBQ for services and logistical support provided, including utilities, when they use Government facilities, property or labor unless the Commander, MCINCR-MCBQ determines the cost for such services to be minimal, or there exists a separate regulation, directive or instruction that specifically authorizes non-reimbursable support.

(c) NFEs shall comply with applicable base orders, fire and safety regulations, environmental laws, local, state, federal tax codes, and any other applicable statutes and regulations.

(d) NFEs shall not enter into any type of fee agreement or other arrangement that allows non-members or other organizations to use MCINCR-MCBQ facilities, including ranges, nor can a NFE schedule MCINCR-MCBQ facilities, including ranges, on behalf of these organizations or individuals. Violation of this provision will result in revocation or termination of the NFE's authorization to operate aboard MCINCR-MCBQ, MOA or MOU and, if applicable, license.

d. Establishment of NFE Activities on MCINCR-MCBQ. NFEs are required to request permission from the Commander, MCINCR-MCBQ to establish operations aboard the installation prior to conducting any activities.

(1) Submit Request to Establish Operations Aboard the Installation. To seek approval to establish sustained operations or sponsor/conduct recurring activities/events on MCINCR-MCBQ, a NFE must submit a letter to the Commander, MCINCR-MCBQ (Attn: Code B 09), requesting permission to operate as an authorized NFE on MCINCR-MCBQ as indicated in enclosure (1). Include the website and other information as indicated in enclosure (2). The following items will be included in the request to establish operations aboard the installation.

(a) NFE Constitution or Bylaws. NFEs requesting to establish operations on MCINCR-MCBQ must formally create and present to the Commander, MCINCR-MCBQ, via the Director, Performance & Innovation (P&I), a written constitution or bylaws, signed by a duly appointed officer of the organization that describes its objectives. A sample is provided as enclosure (3). Articles of Incorporation, charters, Articles of Agreement, or other authorization documents can form the basis of this document. This documentation must:

1. Establish the nature, function, and objectives of the organization, to include a description of membership eligibility.

2. It must state that no person shall be discriminated against because of race color, creed, sex, age, disability, or national origin, or otherwise subjected to unlawful discrimination.

3. Detail management/board responsibilities, to include the accountability for assets, satisfaction of liabilities, and disposition of any residual assets on disestablishment/dissolution, and other matters that show responsible financial management.

4. Acknowledge that personal financial responsibility for debts and liabilities of the organization is possible, and is the responsibility of the membership if the assets of the organization are insufficient to discharge liabilities.

5. Provide copies of the NFE's proof of incorporation under the laws of the Commonwealth of Virginia, or other state of incorporation or domicile.

6. Establish procedures for periodic audits by officials of the organization, association, or club under the laws of the Commonwealth of Virginia or other state.

7. Establish procedures of the election and relief of officers.

8. Establish frequency of regular meetings.

9. Establish procedures to amend the constitution or bylaws.

10. Establish procedures for dissolution of the organization and/or disestablishment (discontinue operations) as an approved NFE aboard MCINCR-MCBQ, and must include a method for reaching a decision to dissolve/disestablish.

11. Reflect the policies and requirements outlined in this Order.

12. Provide the NFE's website address, if applicable.

(b) NFE Articles of Incorporation. All NFEs are required to provide articles of incorporation in order to be established to operate aboard the installation.

(c) NFE Purpose. Define the purpose(s) or service(s) the organization will provide to Marines and their families. NFEs establishing operations on MCINCR-MCBQ must have as their primary objective the support of military service members or their families.

(d) NFE Elected Officials. Provide a list of elected officials of the organization, including; Name, Personal Phone Number and Email Address.

(e) NFE Point of Contact. NFEs must provide a single point of contact to the Performance & Innovation (P&I) office concerning all NFE business. The point of contact must be the President, Vice President, or designated representative of the NFE.

(f) NFE Membership. Provide the number of members of the organization, identifying those who are DoD Active Duty, DoD Civilians and Non-DoD Members.

1. Membership discrimination based on race, color, sex, creed, disability, or national origin is prohibited. Establishment of cultural, ethnic, or religious NFEs is allowed provided that membership is not restricted on the above basis.

2. Membership is restricted to individuals and shall not include other organizations or companies.

3. NFEs establishing operations on MCINCR-MCBQ shall limit non-DoD-related civilian membership to not more than one-third of the total membership strength so as to maintain the NFE as an entity that is operated for the primary benefit of military service members and their families. To be eligible for membership within a NFE, the person seeking membership must reside within a 60 mile radius of MCINCR-MCBQ.

4. Priority of membership within a NFE operating aboard MCINCR-MCBQ shall be as follows:

- a. Active duty military personnel and family members.
- b. Retired military personnel and family members.
- c. Other DoD civilians and family members.
- d. All others (non-DoD-related civilians).

5. Mere membership in a NFE does not confer the privilege of using all MCINCR-MCBQ facilities. Members may only utilize those MCINCR-MCBQ facilities specified in the NFE's MOU or MOA and the organization's real estate agreement obtained from NAVFAC. A separate agreement is required for use of any other MCINCR-MCBQ facilities or property.

(g) NFE Guests. NFEs that plan to allow non-members to observe/participate in their activities as bona fide guests must establish a guest policy. The guest policy shall be written and is subject to approval of the Commander, MCINCR-MCBQ and shall require that:

1. The number of guests allowed per member, per day is limited to three persons or fewer;

2. Guests and their activities/behavior are the responsibility of the NFE and the sponsoring member;

3. Guests must be accompanied by a member of the NFE at all times;

4. Guests must register with the NFE, provide appropriate identification, and sign a Waiver of Liability, enclosure (4) prior to engaging in any activity with the organization;

5. Guests must comply with all terms and conditions of this Order and any other DoD, USMC, or MCINCR-MCBQ directives or regulations, including MCINCR-MCBQ access control requirements (reference (k)), applicable to visitors on the installation;

6. Guests are not to engage in any commercial activity or solicitation while on MCINCR-MCBQ.

7. All NFEs that use or transport firearms aboard MCINCR-MCBQ must comply with reference (h).

(h) NFE Use of MCINCR-MCBQ Facilities. NFEs shall specify to what extent Government space or facilities are required for the activities or operations of the organization. Regardless of the duration of use, all NFE use of Department of Navy (DON) controlled real property, including buildings, requires a real estate agreement with the Federal Government. See paragraph 4e. (1) for more information.

(i) Government Asset Responsibility. Designation of the officer, by title, who is accountable for the financial and/or property assets, including a list of assets held by the organization.

(j) Waivers of Liability. NFEs must acknowledge that each member of the NFE has signed a Waiver of Liability and Agreement to Indemnify, enclosure (4), and a statement of the NFE's commitment to ensure that each authorized guest will be required to sign these documents as well.

(k) NFE Website. Provide a link to the NFE's website, if applicable.

(1) Revocation of Permission to Operate Aboard MCINCR-MCBQ. NFEs must acknowledge that the Commander, MCINCR-MCBQ may temporarily suspend and/or permanently revoke permission to operate or conduct activities/events on the installation at any time and disallow use of government property consistent with the terms of any applicable real estate agreement obtained by the NFE.

(2) NFE Introduction Meeting. Prior to processing an establishment request, each NFE will be required to meet with the Director, P&I to review requirements and expectations of operating aboard the installation. MCINCR-MCBQ P&I staff will contact the NFE's primary Point of Contact (POC) to schedule a meeting, including request for any documentation required for the meeting.

e. Additional Establishment Requirements After Approval.

(1) Real Estate Agreement. NFEs are only authorized to use MCINCR-MCBQ facilities, services, and equipment for activities when such use has been approved and is consistent with the military mission and otherwise conforms to applicable laws, regulations, and command procedures. In addition to the terms of any real estate agreement, any conditions for use of Government facilities, services, and equipment not specifically addressed in the real estate agreement must be reflected in a written agreement between the NFE and MCINCR-MCBQ.

(a) A Government license is the appropriate agreement to grant a NFE the privilege to use Class I (land) or Class II (buildings) real property on MCINCR-MCBQ on a non-exclusive, revocable at will basis. When a NFE is granted exclusive use of Navy/U.S. Marine Corps Class I (land) or Class II (buildings) Real Property a Government lease, in accordance with references (e), (f), and (g), is the appropriate real estate agreement.

(b) NAVFAC will issue real estate agreements in accordance with applicable regulations. NFEs may be charged fair market value for the property being used and are required to pay any administrative costs associated with obtaining their NAVFAC real estate agreement.

(c) NFEs authorized to operate under a NAVFAC real estate agreement issued through NAVFAC shall comply with all terms and conditions of the agreement. In such cases where there is both a NAVFAC real estate agreement and an MOA or MOU,

the NAVFAC real estate agreement shall be the governing document and the MOA or MOU shall be subordinate. However, termination of the MOA or MOU by the Commander, MCINCR-MCBQ shall form the basis to warrant a request to terminate the NAVFAC Real Estate agreement.

(2) Memorandum of Agreement. In addition to any real estate agreement required for use of government real property a Memorandum of Agreement (MOA) or a Memorandum of Understanding (MOU) may be required for authorized NFE events or activities on MCINCR-MCBQ, even those that involve one-time or occasional use of government facilities or limited logistical support. The MOA or MOU must be approved by the Commander, MCINCR-MCBQ.

(3) Proof of Insurance. Submit a copy of an appropriate insurance policy, when required, with the basic request letter. NFEs shall secure insurance, as deemed adequate by the Commander, MCINCR-MCBQ and/or the NAVFAC, in order to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the NFE, one or more of the organization's members acting in its behalf, or the operation of any equipment, apparatus, or device under the control and responsibility of the organization. The review of insurance policies is limited to determining whether the interests of the Federal Government are adequately protected.

(4) NFE Safety Officers. NFEs must appoint an organizational Safety Officer to provide a safety program. An organization assigned real estate via a license or lease would benefit to have an available Safety Officer to properly influence safe activity, to avoid dangerous situations and to abate any hazards.

(a) Conduct monthly inspections and reports.

(b) Conduct and maintain an organizational safety program.

(c) Be available for Annual Safety Inspections which are provided by Base Safety Division.

(d) Provide corrective action and abatement of hazards or potential hazards.

(5) A NFE approved to operate aboard MCINCR-MCBQ is authorized to perform only the functions and activities

described in the by-laws or constitution submitted with the NFE application for approval. Request to perform additional functions or activities aboard MCINCR-MCBQ must be submitted to the Commander, MCINCR-MCBQ (Attn: Code B 09) for approval.

(6) A NFE approved to operate aboard MCINCR-MCBQ does not provide any authority for that NFE to sponsor or invite any other NFE aboard MCINCR-MCBQ, unless specifically approved by an event request approval.

(7) References (a), (c), (f) and (g) specify and limit the logistical support that can be provided to NFEs. Authorized support is to be outlined in the formal written agreement between the NFE and MCINCR-MCBQ.

f. Recertification. NFEs approved to establish sustained operations or sponsor/conduct recurring activities/events on MCINCR-MCBQ, must request recertification annually, (see enclosure (5)). The annual recertification date is established as 1 year from the date of the initial MCINCR-MCBQ Commanders Approval Letter if this is the first recertification request, or 1 year from the date of the last recertification letter.

(1) A NFE must submit a letter to the Commander, MCINCR-MCBQ (Attn: Code B 09), requesting recertification to operate as an authorized NFE on MCINCR-MCBQ. Required recertification documents are shown in enclosure (2).

(2) A NFE that fails to obtain approval from the Commander, MCINCR-MCBQ to continue operations on the installation will be directed to terminate its activities in accordance with the terms established in its legal agreements with MCINCR-MCBQ and NAVFAC.

(3) A NFE that does not submit its recertification request package within 60 days of expiration to the Commander, MCINCR-MCBQ will be directed to cease activities aboard the installation until such time as authorization to operate is renewed.

(4) During the recertification process all NFE members must execute a new waiver of liability. The NFE will maintain the waiver of liability forms in accordance with the provisions of this Order.

g. NFE Operations. Once approved to establish or continue sustained operations or sponsor/conduct recurring

activities/events on MCINCR-MCBQ as an authorized NFE, on a continuing basis, a NFE must:

(1) Administrative Requirement

(a) Within 30 days after initial or annual meeting to elect officers, submit the following information to the Commander, MCINCR-MCBQ (Attn: Code B 09);

(b) Statement that the NFE has collected their membership roster stating the number of military personnel, including active duty, reserve, retired personnel, and dependents of the foregoing; DoD civilians; non-DoD-related civilians (including the percentage of such members compared to other members. Note: retired DoD civilians are counted as non-DoD civilians).

(c) Any proposed affiliation with state or national organizations.

(d) Statement that the NFE has collected information on its membership to meet the requirement of this order, including incumbent officers.

(e) Designation of the officer, by title, who is accountable for the financial and/or property assets.

(f) Certification that each member of the NFE has signed a Waiver of Liability and Agreement to Indemnify, enclosure (4), and a statement of the NFE's commitment to ensure that each authorized guest will be required to sign these documents as well.

(g) Submit changes to any constitution or bylaws, to the Commander, MCINCR-MCBQ (Attn: Code B 09), for review and approval prior to being implemented.

(h) Submit copies of updated insurance policies to the Commander, MCINCR-MCBQ (Attn: Code B 09), when changes are required, and provide 60 days written notice prior to the termination of an existing policy.

(i) Submit minutes of meeting held by the officers of the NFE and a summary of activities/events conducted to the Commander, MCINCR-MCBQ (Attn: Code B 09).

(j) Submit a year-end letter stating that a financial review has been conducted and any results from that review, (see enclosure (6)), within 30 days after the organization's annual meeting. Minimum audit procedures are outlined in enclosure (7).

(k) Maintain records documenting compliance with enclosure (2) to be used in reviews conducted at Command discretion.

(l) Submit a letter, (see enclosure (1)), to the Commander, MCINCR-MCBQ (Attn: Code B 09), requesting permission to use MCINCR-MCBQ facilities, services, equipment, etc. at least 6 months in advance of the date of the specific proposed event. When applicable, the request will be forwarded to NAVFAC for processing of the appropriate real estate agreement.

(m) Submit a request for approval of all fundraising events to Commander, MCINCR-MCBQ, (Attn: Code B 09), at least 60 days in advance of the date of the event (see paragraph g. (3)).

(n) Provide an updated list of organization officers email addresses within 30 days of change to the Commander, MCINCR-MCBQ (Attn: Code B 09).

(o) Notify the Commander, MCINCR-MCBQ (Attn: Code B 09) of any change of responsible officer and coordinate required inventory of all Government property within 30 days of the change.

(p) Provide any information requested by the Commander, MCINCR-MCBQ or his designated action officers concerning the NFE's operations.

(2) Financial Requirements

(a) NFEs authorized to operate on MCINCR-MCBQ must comply with all applicable state and Federal tax laws and file all appropriate tax returns and financial reports.

(b) NFEs must be self-sustaining, primarily through dues, contributions, service charges, fees, or special assessments of members. References (a), (c), (i), and (j) govern fundraising and membership drives.

(c) Income derived from the activities of an NFE shall not accrue to individual members except through wages and

salaries as employees of the NFE or as award recognition for service rendered to the NFE or military community.

(d) NFEs shall not engage in resale activities, or activities that are in direct competition with MCCS operations, except through:

1. Approved museum shop sales of items related to museum activities at the Marine Corps Heritage Center.

2. Occasional sales for fundraising purposes may be approved by Commander, MCINCR-MCBQ as described in this order. These fundraising activities shall be limited to authorized patrons of these activities, and funds raised must be for the benefit of the NFE and its members or for approved scholarship purposes. A written request to conduct fundraising activities must be submitted to the Commander, MCINCR-MCBQ, via the Director, P&I, not less than 60 days prior to the fundraising event (see paragraph g. (3) and enclosure (8)).

(e) The Commander, MCINCR-MCBQ may consider granting an exception to the stipulations contained in paragraph g. (3) above if a NAFFI, such as the military exchange, cannot provide the product; or the merchandise is to be sold only to members of the NFE and is directly related to the purpose and function of the NFE.

(f) NFEs authorized to operate on MCINCR-MCBQ must maintain financial accounts and records, a bookkeeping system, or both, no less than two NFE member's oversee the financial accounts, in accordance with generally accepted accounting principles and business practices. NFEs must retain all financial records for at least 4 years.

(g) The president or executive board of each NFE authorized to establish operations on MCINCR-MCBQ must appoint, or the membership elect, an audit board to be responsible for conducting a minimum annual audit within 60 days of the NFE's annual meeting in accordance with the procedures outlined in enclosure (7) and the format provided in enclosure (6). The professional services of a public or certified accountant are required if so stated in the NFE's constitution or bylaws.

(h) The Marine Corps Non-Appropriated Fund Audit Service (MCNAFAS) is not responsible for auditing NFEs.

(i) The Marine Corps is not responsible for auditing a NFE's funds.

h. NFE Event Request. An approved event request is required for all NFE events or activities on MCINCR-MCBQ. NFEs that seek to conduct events on MCINCR-MCBQ must submit a request to the Commander, MCINCR-MCBQ (refer to enclosure (8)) a minimum of 60 days prior to the date of the event (30 days for MCINCR-MCBQ processing and 30 days available to advertise event, within guidelines).

(1) Events that involve one-time or occasional use of Government facilities must follow the requirements in paragraph 4g (1) (1). The Commander, MCINCR-MCBQ is not authorized to issue real estate agreements (e.g., licenses) for NFE events that require use of government real property and buildings. Due to normal timeframes associated with NAVFAC real estate actions, all NFE events requiring use of government real property that are not already subject to a real estate agreement from NAVFAC, should allow a minimum of six (6) to nine (9) months advance planning for NAVFAC processing of the appropriate real estate agreement. Since real estate approvals are not granted locally, event requests should be submitted to MCINCR-MCBQ at least six (6) months (but not more than one year) in advance.

(2) NFEs shall ensure that participation in activities/events they sponsor or conduct aboard MCINCR-MCBQ is limited to only those participants (members, guests, and other attendees) the Commander, MCINCR-MCBQ has individually or collectively authorized and vetted in accordance with reference (k). The NFE is responsible for supervision of participants in activities/events it sponsors or conducts aboard MCINCR-MCBQ.

(a) NFEs are not allowed to advertise an event until an event approval letter and the actual announcement (i.e., flyer) authorization has been received from MCINCR-MCBQ.

(b) Failure to submit an event request at least 60 days in advance of the event date may result in the denial of the event request.

(c) All NFEs will be vetted to make sure all required documents, listed in enclosure (2), are up to date before requests to hold an event will be considered.

(3) NFE Fundraising Aboard MCINCR-MCBQ

(a) Purpose. The purpose of this section is to inform NFEs of permissible fundraising activities that may take place onboard MCINCR-MCBQ to ensure transparency in the process, fairness to all NFEs, and manage their expectations. A secondary purpose is to assist P&I in its review of fundraising events conducted by NFEs aboard MCINCR-MCBQ.

(b) Definitions

1. Solicitation. Solicitation is any action requesting money, either by cash, charge, check, or payroll deduction. This includes pledges of a future contribution of money.

2. Fundraising. Fundraising is the raising of funds by an individual or NFE, other than a political organization. Fundraising includes any event where money is generated by the sale of goods, solicitation of funds, or the charging of an admission fee beyond what is necessary to cover the reasonable (within 10% of actual expenses) costs of the event. Fundraising for political causes or political organizations is prohibited aboard MCINCR-MCBQ. Fundraising aboard MCINCR-MCBQ is limited to raising funds by the organization among its members only, for the benefit of welfare funds of the organization's members or for organizational support. Pursuant to reference (j), organizations may not raise funds for the benefit of, or on behalf of, other organizations, charities or other purposes.

3. Gambling. Gambling is a game of chance, in which the participant provides something of value in order to receive the chance to win a reward or prize. For example, gambling includes events where tickets are purchased to participate in a random drawing to select a "winning ticket" that may be exchanged for a prize. The name given to a gambling or fundraising event is not dispositive. Gambling is prohibited aboard MCINCR-MCBQ.

(c) Permissible Fundraising Events

1. Bake Sales. A NFE may sell baked items prepared by its members to its members in order to raise funds for the benefit of those members. The baked items must be individually wrapped and a placard or sign must be displayed at the event which contains the following verbiage: Food sold at

this sale has been prepared in a kitchen that is not subject to regulation and inspection by the regulatory authorities. Members may NOT sell items to non-members without the advance approval of MCINCR-MCBQ.

2. Prepackaged or Cooked Food Item Sales. In order to sell prepackaged or cooked food items at a fundraising event, all food handlers must complete the necessary training provided by the Quantico Naval Health Clinic, Preventive Medicine Department and/or possess an approved Health Card.

3. Door Prizes. A NFE may provide a "door prize" when all event participants receive an equal chance to win the prize without charge or as part of the event cost. For example, where all attendees receive a free ticket/token for a random drawing to award a prize, and there is no chance to purchase extra tickets to increase the odds of winning.

4. Silent or Live Auctions. Members may bid on items for sale by pledging a certain amount of money for the item. At a certain point, bidding is closed and the individual with the highest bid is allowed to purchase the listed item.

5. Sale of advertisement. NFEs may request permission to sell advertisement spaces in their newsletters and brochures.

6. Games of Skill. As an alternative to door prizes, NFEs may request permission to engage in competitions involving skills (e.g. golf or other sport tournament; carnival Type games).

(d) Impermissible Fundraising Events

1. Raffles. NFEs may not conduct a raffle fundraiser that involves the sale of tickets with winners being randomly drawn. This is one example of gambling.

2. Political Fundraising. Fundraising for any political purpose is strictly prohibited aboard MCINCR-MCBQ.

3. Commercial events. NFEs may not conduct events that involve sales by commercial vendors, or charge a fee for commercial vendors to participate as exhibitors at the event.

(e) Required Fundraising Approval. The MCINCR-MCBQ Commander must approve all fundraising activity to be conducted aboard MCINCR-MCBQ in advance. Even if a type of activity is not specifically prohibited by law regulation or this Order, the MCINCR-MCBQ Commander may disapprove certain activities. The foregoing list of permissible and impermissible fundraisers is not exhaustive; final decision is dependent on the facts of the event. Fundraising activity requests will only be considered from approved NFEs. NFEs are responsible for the timeliness of their requests. All event requests will contain an enclosure defining fundraising activities expected to be conducted during the event, (see enclosure (8)). The MCINCR-MCBQ Commander may, at any time, suspend or revoke a NFE's ability to fundraise aboard MCINCR-MCBQ due to non-compliance with this Order.

i. Advertising. NFEs are generally not allowed to display advertising promoting private commercial interests on MCINCR-MCBQ without NAVFAC/MCINCR-MCBQ approval. Additionally, NFE advertising is not allowed in most government media and NFEs are not entitled to any advertising services from MCINCR-MCBQ.

(1) Approved NFEs may provide literature to MCCS for use at "welcome aboard" or special events on a space available basis. Any advertisements must include the following disclaimer:

"THIS EVENT IS NOT AN OFFICIAL EVENT OF, AND IS NOT ENDORSED OR SPONSORED BY THE FEDERAL GOVERNMENT, DEPARTMENT OF DEFENSE, UNITED STATES MARINE CORPS, OR MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS BASE QUANTICO."

Additionally, commercial advertisement in NFE publications must contain the following disclaimer:

"THE APPEARANCE OF ADVERTISING IN THIS PUBLICATION DOES NOT CONSTITUTE ENDORSEMENT BY THE FEDERAL GOVERNMENT, DEPARTMENT OF DEFENSE, UNITED STATES MARINE CORPS, OR MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS BASE QUANTICO."

Disclaimers must be conspicuous, which is to say in the same font and color as that used throughout the publication, within the first 3 pages, and printed in a manner that causes the disclaimer to be easily seen and read.

(2) Approved NFEs seeking to advertise non-commercial interests aboard MCINCR-MCBQ must submit their entire proposed advertising materials to both MCCS and P&I. Once approved, publication and distribution of advertisements is the responsibility of the approved NFE. MCICNR-MCBQ will not, and is not responsible for, publishing or distributing advertisements for any NFE.

(3) Trademarks. The use of any Marine Corps seal, emblem, logo, words, organizational names and marks suggesting an association with the Marine Corps qualifies as a trademark. This includes the Marine Corps Seal, the initials "USMC", the term "U.S. Marines", etc. The use of Marine Corps trademarks is prohibited without advance approval which may include the appropriate license from the Marine Corps Trademark Licensing Office. For more information, NFEs should contact the Marine Corps Trademark Licensing Office. Contact information is available at <http://www.marines.mil/unit/divpa/tmlo/pages/welcome.aspx>.

(4) To prevent the appearance that it is an instrumentality of the Federal Government, the NFE shall not use any of the following in its title or letterhead to identify any of its programs, locations, or activities: name, abbreviation, seal, logo, insignia, or the like used by any DOD component. NFEs must prominently display the following disclaimer on all print and electronic media confirming that the entity is not a part of the Department of Defense: "THIS ORGANIZATION 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.

(a) A sample of all intended advertising for an event will be included in the event request, (see enclosure (8)).

(b) All advertising not associated with an event will be submitted through the P&I (i.e. flyers, brochures, banners, etc.).

(c) All advertising, whether on or off base, will include the NFE disclaimer stated in paragraph 4i. (1) above.

j. NFE Disestablishment.

(a) Discontinuance of a NFE to operate aboard MCINCR-MCBQ must be based on the initiative of the membership, a real estate decision by NAVFAC, or a decision of the Commander, MCINCR-MCBQ.

1. If a NFE decides to disestablish operations aboard MCINCR-MCBQ, contact should be made with P&I,)see enclosure (9)), at least 180 days in advance to receive guidance on a dissolution/disestablishment procedure plan.

2. The Procedure Plan that is developed will include a Plan Of Actions and Milestones which will identify all actions and timeline necessary to produce a logical and orderly withdrawal of the organization from operating aboard MCINCR-MCBQ.

(b) Sixty (60) days prior to dissolution/disestablishment, and/or disposal of residual assets and liabilities, forward a letter to the Commander, MCINCR-MCBQ (Attn: Code B 09) providing notice of plans for dissolution/disestablishment and the proposed means of disposing of residual assets and liabilities. Personal and financial responsibility for debts and liabilities of the organization is possible. It is the responsibility of the membership if the assets of the organization are insufficient to discharge liabilities.

5. Administration and Logistics

a. Commander, MCINCR-MCBQ

(1) Serve as approval authority for requests by NFES to establish operations and/or conduct events on MCINCR-MCBQ, to include the recertification, waiver of any requirements, or discontinuance of operations of established NFES.

(2) Direct all inquiries and requests from NFES to sponsor or conduct activities/events, or otherwise operate aboard MCINCR-MCBQ to the Director, P&I (Attn: Code B 09) for appropriate action.

(3) Determine, after considering the P&I Director's recommendation and the recommendation of other MCINCR-MCBQ staff

sections, other MCCDC organization, and tenant activities affected, whether a NFE's request should be approved, denied, or further processed and evaluated. Approval will be granted or denied based on local conditions and this Order.

(4) Direct the MCINCR-MCBQ, Command Inspector General to conduct unannounced inspections of established NFEs to ensure compliance with this Order.

(5) Direct investigations of any issue related to this Order.

(6) Ensure widest dissemination of the contents of this Order.

(7) Supports and reserves the right of MCINCR-MCBQ personnel to monitor or inspect activities and events of NFEs aboard MCINCR-MCBQ.

(8) Submit through Assistant Chief of Staff (AC/S) G-F, all valid NFE requests to use Navy/U.S. Marine Corps real property to the higher approval authorities, consistent with reference (c).

b. Director, P&I (B 09)

(1) Provide Command oversight of NFEs operating and/or conducting activities/events aboard MCINCR-MCBQ.

(2) Serve as the primary point of contact for preparation, negotiation and finalization of all MOAs/MOUs between MCINCR-MCBQ and the NFE.

(3) Ensure that terms of the MOA/MOU are consistent with terms of any NAVFAC real estate agreement, if applicable. Prepare and staff for comment, concurrence all MOAs/MOUs with the appropriate Command activities, including the Quantico Area Counsel Office (QACO), and forward to the Commander, MCINCR-MCBQ for final approval and signature. Provide an approved and signed copy of the MOA/MOU to the duty appointed officer of the NFE, and make copies available to all Command activities concerned.

(4) Coordinate with the AC/S G-F to ensure that the appropriate real estate agreement (i.e., license or lease) is obtained and properly executed by the NFE.

(5) Prepare and staff for comment, concurrence all NFE bylaws, constitutions, and other documents, with the Command activities, including QACO, and recommend to the Commander, MCINCR-MCBQ whether a NFE should be permitted to establish or continue operations aboard the installation.

(6) Conduct a feasibility of support assessment with the staff sections impacted in order to make a recommendation to the Commander, MCINCR-MCBQ for approval or denial of a NFE's request to operate or conduct events aboard MCINCR-MCBQ. Include in the assessment if approval would cause potential conflicts of interest and/or have adverse impacts on MCINCR-MCBQ operations and activities.

(7) If a NFE's request to establish operations or conduct an event will not adversely impact MCINCR-MCBQ operations, the Director, P&I shall:

(a) Forward a copy of enclosures (1) and (8) to the AC/S G-F (Attn: Code B 04), AC/SG-4, and QACO for requests that involve the use of Government space or facilities.

(b) Forward a copy of enclosures (1) and (8) to the AC/S G-3, AC/S G-4, AC/S G-6, Marine Corps Community Services (MCCS), and (QACO), as appropriate, for request for logistical support.

(8) Provide the Commander, MCINCR-MCBQ with all staff recommendations for approval or denial of requests from NFEs to operate or conduct events on MCINCR-MCBQ.

(9) Notify NFEs of the Commander, MCINCR-MCBQ final decision regarding an organization's request to operate or conduct events aboard the installation.

(10) Provide the Commander, MCINCR-MCBQ with all staff recommendations to approve/disapprove all fundraising requests from NFEs in coordination with OSJA.

(11) Maintain and update the list of authorized NFEs.

(12) Conduct periodic reviews of all NFEs that have established operations or recurring events on MCINCR-MCBQ to ensure that the membership provisions and purposes continue to apply, thereby justifying continued operation aboard

MCINCR-MCBQ. Review will ensure compliance with enclosures (2) and (6).

(13) Notify the Provost Marshal Office of approved events with members of the General Public, or the attendance of elected officials.

c. Director, MCCA (B 37)

(1) Review all MCCA related requests (events, fundraisers, vendors, etc.) and inform the Director, P&I if any NFE activities or events will compete or conflict with MCCA and its activities or events.

(2) Inform the Director, P&I whether it concurs or non-concurs with the establishment of the NFE or a particular activity.

d. Director, G-F (B 04)

(1) Determine availability of Government space for the activities and events requested by NFEs.

(2) After Commander, MCINCR-MCBQ approval, initiate requests to NAVFAC, Washington, through Headquarters, U.S. Marine Corps (HQMC), to acquire the appropriate real estate agreement for any required use of Government land or buildings in accordance with references (e), (f), and (g).

(3) Coordinate evaluation of request with QACO, P&I, and the AC/S G-3 as appropriate.

(4) Provide a copy of all utility readings, submissions to Defense Finance and Accounting Service, and collections made from NFEs to the Comptroller Division.

e. Director, G-3 (B 03). Evaluate requests received from P&I regarding NFEs' requests to conduct activities or events on MCINCR-MCBQ. Provide comments/concurrences/non-concurrences back to the Director, P&I for appropriate action.

f. QACO (B 02)

(1) Serve as primary lead to provide legal advice to the Commander, MCINCR-MCBQ for questions concerning the conduct and operations of NFEs that have been authorized to operate on MCINCR-MCBQ. Review all recommended decisions involving request

for NFEs to operate and conduct business and other organizational activities on MCINCR-MCBQ, including requests and denials, for legal sufficiency.

(2) Assist the Director, P&I; AC/S G-3 and AC/S G-F, in the decision-making process envisioned by this Order, including review of NFE documentation (e.g., Bylaws, constitutions, Articles of Incorporation, proof of incorporation under state law) required pursuant to this Order and negotiation of any MOAs or MOUs required for NFEs to operate on MCINCR-MCBQ.

(3) Review all agreements for NFE events and real estate agreements requests for legal sufficiency before they are submitted to the Commander, MCINCR-MCBQ for approval.

(4) Review all recommended decisions, including denials, for NFE events and/or licenses, for legal sufficiency.

(5) Serve as primary lead to advise the Commander, MCINCR-MCBQ regarding requests from all entities, including NFEs, to use MCINCR-MCBQ property for co-sponsored, private, or commercial events.

(6) When appropriate, assist the Command Inspector General in performing compliance checks on NFEs operating on MCINCR-MCBQ.

(7) Coordinate with the Marine Corps Trademark and Licensing Office (HQMC (PA)), OSJA, P&I, and MCCS on matters involving Marine Corps Trademarks.

g. OSJA (B 052)

(1) Assist the Director, P&I; AC/S G-3 and AC/S G-F, in the decision-making process envisioned by this Order, including review of NFE documentation (e.g., Bylaws, constitutions, Articles of Incorporation, proof of incorporation under state law) required pursuant to this Order and negotiation of any MOAs or MOUs required for NFEs to operate on MCINCR-MCBQ.

(2) Assist QACO in the review of all agreements for NFE events and real estate agreements subject to this Order for legal sufficiency.

h. Director, Comptroller Division (B 064)

(1) To collect funds pertaining to utilities and other fund collection activities made by NFES.

(2) Submit necessary documentation to the Defense Finance and Accounting Service.

i. Director, Safety Division (B 51)

(1) Provide annual safety inspections to authorized NFES that have shared or exclusive use of MCINCR-MCBQ facilities.

(2) Allow authorized NFES safety officers to attend USR and other available training when there is no additional expense to be incurred.

j. Security Battalion (B 27)

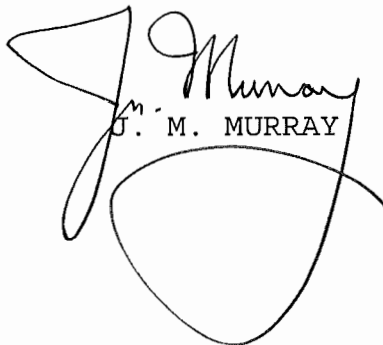
(1) Conduct access control screening and vetting in accordance with reference 1.

(2) In accordance with MBCO 5530.1 the Security Battalion will review the NFES event attendees and authorize or disapprove their participation.

6. Command and Signal

a. Command. This Order is applicable to MCINCR-MCBQ.

b. Signal. This Order is effective the date signed.


J. M. MURRAY

DISTRIBUTION: A

**SAMPLE LETTER - REQUEST TO ESTABLISH OPERATIONS AS A NON-FEDERAL
ENTITY ABOARD MCINCR-MCBQ**

Date: _____

From: (Non-federal entity)

To: Commander, Marine Corps Installation National Capital
Region-Marine Corps Base Quantico (B 09),
3250 Catlin Avenue, Quantico, VA 22134-5001

Subj: REQUEST TO OPERATE AS A NON-FEDERAL ENTITY ABOARD
Marine Corps Installations National Capital
Region - Marine Corps Base Quantico

Ref: (a) MCBO 5760.3B

Encl: (1) Proposed Constitution or Bylaws
(2) Proof of Incorporation

1. In accordance with the reference, (name of organization) requests authority to operate as a non-federal entity aboard Marine Corps Installations National Capital Region - Marine Corps Base Quantico (MCINCR-MCBQ).

2. The purpose of the activity is as follows: (Describe briefly).

3. The following elected officials of the organization may be contacted:

President: (Name) (Personal Phone Number & Email Address)
Vice President: (Name) (Personal Phone Number & Email Address)
Secretary: (Name) (Personal Phone Number & Email Address)
Treasurer: (Name) (Personal Phone Number & Email Address)

Note: Government Work Phone Numbers or Emails will not be accepted.

4. The primary point of contact for the organization is (Elected Official).

Enclosure (1)

5. The number of members of the organization: (Identify all non-DoD related civilians by number and percentage of total membership).

DoD Military: _____
 DoD Civilians: _____
 Non-DOD Members: _____
 Total: _____

6. I understand that, if applicable, in addition to permission to operate, my organization will be required to obtain a license from NAVFAC prior to use of Government property.

7. I understand, if applicable, that unless and until appropriate authorization is obtained from the Naval Facilities Engineering Command (NAVFAC) that no real property on MCINCR-MCBQ may be occupied by our organization. The following facilities and services are requested. (Describe all requirements for use of Government land or buildings.)

8. The organization has designated (POC Name, Personal Phone Number & Email Address) responsible for Government Assets.

9. If applicable, the organization is responsible for the following Government Assets: (Provide a list of assets if the organization has any).

10. The organization has designated (POC Name, Personal Phone Number & Email Address) as its Safety Officer and will organize and maintain a safety program to provide corrective action and abatement of hazards.

11. I verify that each member of (name of organization) and all guests participating in any organization activity have signed a waiver of liability and assumption of risk agreement, and will make it available to MCINCR-MCBQ for review upon request.

12. The URL for the organization's website, if applicable.

13. Enclosures (1) and (2) are forwarded for review and approval.

Enclosure (1)

14. I understand that if this request is approved adequate insurance will need to be secured by the organization, unless specifically waived by the Commander, MCINCR-MCBQ.

15. I understand that there may be costs and fees associated with establishing operations on MCINCR-MCBQ including reimbursement for utilities.

16. I understand and agree that the Commander, MCINCR-MCBQ, may revoke permission to establish and/or conduct operations at any time and that NAVFAC may also terminate permission for my organization to use Federal property, subject to the terms of its real estate agreement.

Signature
(Authorized representative)

Enclosure (1)

<u>NON-FEDERAL ENTITY CHECKLIST FOR REQUIRED DOCUMENTATION</u>	
ORGANIZATION:	
DATE	
	WRITTEN REQUEST FOR RECERTIFICATION
	CURRENT CONSTITUTION/BY LAWS (IF UPDATED)
	ARTICLES OF INCORPORATION
	LIST OF OFFICERS (NAME, HOME PHONE AND PERSONAL EMAIL ADDRESS) AND PRIMARY POINT OF CONTACT.
	SAFETY OFFICER DESIGNATION LETTER AND CONTACT INFORMATION.
	ANNUAL AUDIT REPORT (SIGNED BY AUDIT BOARD)
	STATEMENT THAT MEMBERSHIP ANALYSIS IN REFERENCE TO THIS ORDER HAS BEEN CONDUCTED.
	MEETING MINUTES/NEWSLETTER - (PROVIDED MONTHLY IF APPLICABLE)
	PERSON RESPONSIBLE FOR THE NON-FEDERAL ENTITY ASSETS DESIGNATED IN WRITING
	INVENTORY OF GOVERNMENT ASSETS (IF ORGANIZATION HAS ANY)
	PROOF OF INSURANCE
	STATEMENT VERIFYING THAT EACH MEMBER OF THE NON-FEDERAL ENTITY HAS SIGNED A WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY AND AVAILABLE FOR REVIEW BY MCINCR-MCBQ
	HOLD HARMLESS AGREEMENT (Youth organizations only)
	WEBSITE ADDRESS (IF ORGANIZATION HAS ONE)

M = MISSING

R = REVIEW NECESSARY

N/A = NOT APPLICABLE

* = DOCUMENT RECEIVED

ENCLOSURE (2)

SAMPLE CONSTITUTION OR BYLAWS

BYLAWS OF THE _____ OF _____

ARTICLE I. Organization Name

The name of this organization shall be

_____. **ARTICLE II. Organization Objective**

The objective of this organization shall be to _____; to _____ and to _____; etc.

ARTICLE III. Members

Section 1. The membership of this organization shall be limited to _____/be open to _____.

Section 2. No person shall be discriminated against because of race color, creed, sex, age, disability, or national origin, or otherwise subjected to unlawful discrimination.

Section 3. Any _____ shall be eligible for membership. (Civilian membership may not be extended beyond the general vicinity of Quantico, VA.)

Section 4. The initiation fee shall be _____ dollars, and/or the annual dues shall be _____ dollars, payable in advance on or before _____ of each year. The Treasurer shall notify members _____ months in arrears and those whose dues are not paid within _____ thereafter shall be automatically dropped from membership in the organization.

Section 5. Any member desiring to resign shall submit their resignation in writing to the corresponding secretary, who shall present it to the Executive Board for action. No member's resignation shall be accepted until the member's dues are paid.

ARTICLE IV. Organization Officers

Section 1. The officers of the organization shall be a President, a First Vice-President, a Secretary, a Treasurer, and Directors (minimum). These officers shall perform the

Enclosure (3)

duties prescribed by these bylaws and by the parliamentary authority adopted by the organization.

Section 2. At the regular meeting held on the (day) of (month), a Nominating Committee of members shall be elected by the Organization shall be elected by the organization. It shall be the duty of this committee to nominate candidates for the offices to be filled at the annual meeting in _____.

The Nominating Committee shall report at the regular meeting in _____. Before the election at the annual meeting in _____, additional nominations from the floor shall be permitted.

Section 3. The officers shall be elected by the membership to serve for 1 year or until their successors are elected, and their term of office shall begin at the close of the annual meeting at which they are elected.

Section 4. No member shall hold more than one office at a time, and no member shall be eligible to serve more than two consecutive terms in the same office.

ARTICLE V. Meetings

Section 1. The regular meetings shall be held on the (day) of each month/quarter unless otherwise ordered by the organization or by the Executive Board.

Section 2. The regular meeting on the (day) in (month) shall be known as the annual meeting and shall be for the purpose of electing officers, receiving reports of officers and committees, and for any other business that may arise.

Section 3. Special meetings can be called by the President or by the Executive Board and shall be called upon by the written request of 10 members of the organization. The purpose of the meeting shall be stated in the call. Except in cases of an emergency, at least 3 days' notice shall be given.

Section 4. _____ membership of the organization shall constitute a quorum.

Enclosure (3)

ARTICLE VI. The Executive Board

Section 1. The officers of the organization, including the Directors, shall constitute the Executive Board.

Section 2. The Executive Board shall have general supervision of affairs between its business meetings, fix the hour and place of meetings, make recommendations to the organization, and shall perform such other duties as are specified in these bylaws. The Board shall be subject to the orders of the organization, and none of its acts shall conflict with action taken by the organization.

Section 3. Unless otherwise ordered by the Board, regular meetings of the Executive Board shall be held on the _____ (day) of _____ (month) _____. Special meetings of the Board can be called by the President and shall be called by the President and the President and shall be called by the President and shall be called upon by the written request of three members of the Board.

ARTICLE VII. Committees

Section 1. A _____ Committee composed of the (officer) and other members shall be appointed by the President promptly after each annual meeting. It shall be the duty of this committee to prepare a _____ for the fiscal year beginning the first day of _____, and to submit it to the organization at its regular meeting in _____. The _____ Committee can from time to time submit a supplement to the _____ for the current fiscal year.

Section 2. Such other committees, standing or special, shall be appointed by the President or the Executive Board shall from time to time deem necessary to carry on the work of the organization. The President shall be ex officio as a member of all committees except the Nominating Committee.

ARTICLE VIII. Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the organization in all cases to which they are applicable, and in which they are not inconsistent with these bylaws, and any special rules of order the organization may adopt.

Enclosure (3)

ARTICLE IX. Amendment of Bylaws

These bylaws can be amended at any regular meeting of the Society by a two-thirds vote of the total membership, provided that the amendment has been submitted in writing at the previous regular meeting.

Enclosure (3)

SAMPLE

WAIVER OF LIABILITY
for
PARTICIPATION IN NON-FEDERAL ENTITY ACTIVITIES
aboard
MARINE CORPS INSTALLATION
NATIONAL CAPITAL REGION
MARINE CORPS BASE, QUANTICO, VIRGINIA

I am about to observe or participate in activities to be conducted under the direction of the [Name of non-federal entity], hereinafter the "Organization", on Marine Corps Installation National Capital Region-Marine Corps Base, Quantico (MCINCR-MCBQ) during the following dates and times: [Use the dates and times indicated in the non-federal entity's Memorandum of Agreement, Memorandum of Understanding, or real estate agreement (e.g., license)]. I understand that the organization is a non-federal entity and is not a Federal Government entity. I understand that the organization is operating and conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my observation and/or participation in the activities of organization will involve access to MCINCR-MCBQ, an active military base which consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCINCR-MCBQ:

1. All ranges and training areas, including recreational fields, are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

Enclosure (4)

I understand that certain activities may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume the specific risks associated with observing or participating in these events or activities:

[Include the following language if activities are water-related:

Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me or others.

In spite of my full knowledge of the risks involved in observing and/or participating in the organization's activities and, in consideration of the privilege to participate in the organization's activities to be held aboard MCINCR-MCBQO, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or my death resulting from observation and/or participation in any of the organization's activities, for me, my spouse, my parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else on my behalf, which I may have against any of the following: the United States of America, the Department of

Enclosure (4)

Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base Quantico, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base, Quantico, in both their official and personal capacities, or any medical personnel or their representatives, successors, and assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal Government for any injury that I may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to me, my property, or in my death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of participation in observation or attendance of the organization's activities. By signing this document, I effectively and completely assume all risk associated with the organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I will not be permitted to attend, observe or participate in the organization's activities or event(s) to be held aboard MCINCR-MCBQ.

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Printed Name of Participant/Observer

Signature of Participant/Observer

Date

Enclosure (4)

SAMPLE
WAIVER OF LIABILITY
for
PARTICIPANTS UNDER THE AGE OF 18
IN ACTIVITIES AND OTHER EVENTS
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA

We hereby request that our child, [Name of child], be permitted to take part in the [Name of non-federal entity], hereinafter the "Organization", events and activities to be held aboard Marine Corps Installation National Capital Region-Marine Corps Base, Quantico (MCINCR-MCBQ), Virginia, during the dates of [Insert days, month, year or, if applicable, use dates and times indicated in the non-federal entity's Memorandum of Agreement, Memorandum of Understanding, or license] under the direction of the organization. I understand that the organization is a non-federal entity and is not a Federal Government entity. I understand that the organization is operating and conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my child's observation and/or participation in the activities of organization will involve access to MCINCR-MCBQ, an active military base which consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCICNR-MCBQ:

1. All ranges and training areas, including recreational fields, are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to my child.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

Enclosure (4)

I understand that certain activities, including physical fitness or sport activities, may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume for me, and on behalf of my child, the specific risks associated with observing or participating in these types of events or activities: (Provide a description of the organization's activities that the child will participate in, include the following language if activities are water-related)
Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me or others.

In spite of my full knowledge of the risks involved in allowing my child to observe and/or participate in the organization's activities and, in consideration of the privilege for my child to participate in the organization's activities to be held aboard MCINCR-MCBQ, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or death resulting from observation and/or participation of my child in any of the organization's activities, for me, my child, my spouse, my

Enclosure (4)

heirs, executors, administrators, or legal representatives of me or my child's estate, or anyone else on mine or my child's behalf, which I or my child may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base, Quantico, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base, Quantico, in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal Government for any injury that my child may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to my child, my child's property, or in my child's death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I or my child may sustain, to include death, as a result of participation in, observation or attendance of the organization's activities. By signing this document, I effectively and completely assume all risk associated with the organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I or my child will not be permitted to attend, observe or participate in the organization's activities or event(s) to be held aboard MCINCR-MCBQ.

Enclosure (4)

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL
TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER
ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN
WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Signature of parent/guardian

Date

Printed Name of Mother/Father/Legal Guardian (please circle one)

On behalf of

Printed Name of Child

Date

Health Insurance Coverage (initial the
appropriate line): We do not have health
insurance coverage _____

We do have health insurance coverage _____

Name of Insurance Provider

Policy #

Unit Senior Representative Signature

Date

Enclosure (4)

AGREEMENT TO INDEMNIFY
for
NON-FEDERAL ENTITY'S ORGNIZATION'S EVENTS AND ACTIVITIES
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA

The signature at the bottom of this Agreement to Indemnify is a certification by the [Name of non-federal entity], hereinafter the "Organization", that every member, guest or participant covered by this agreement that is observing or participating in the activities of the organization has had his/her Waiver of Liability signed and, if a participant is under the age of eighteen (18), signed by his/her appropriate parent or legal guardian; and, that the organization representative has in his or her possession all individual participants' Waivers of Liability, available for inspection on demand. The organization understands that there are inherent risks involved in participation in activities aboard Marine Corps Installations National Capital Region-Marine Corps Base, Quantico (MCINCR-MCBQ), Virginia, and that injury or death could arise from, but is not limited to, physical contact with other participants, physical exertion or from playing conditions, to include field conditions. The organization understands that by signing this agreement, it expressly assumes any and all risks involved in the organization's activities held aboard MCINCR-MCBQ including, but not limited to, injury or death caused to participants, guests, volunteers, or spectators, and any damage to property.

In consideration for the use of MCINCR-MCBQ facilities, including various open fields aboard MCINCR-MCBQ, for the conduct of the organization's activities during the period [days, month and year or, when applicable, the dates and times indicated in the non-federal entity's MOA or real estate agreement (e.g., license)], the organization agrees to indemnify the United States Government, the United States Navy, the United States Marine Corps, its officers, military personnel, employees and agents, and all agencies and instrumentalities thereof, against any and all claims whether for damage, loss, injury, or death, brought by any person, group, or organization, as a result of or in connection with the conduct of the organization's activities.

SIGNATURE (organization's authorized representative) Date

PRINTED NAME

Phone Number

Enclosure (4)

SAMPLE LETTER - REQUEST FOR RECERTIFICATION

From: (Name of Non-Federal Entity)

Date _____

To: Commander, Marine Corps Installation National Capital
Region-Marine Corps Base Quantico (MCINCR-MCBQ) (B 09),
3250 Catlin Avenue, Quantico, VA 22134-5001

Subj: REQUEST FOR RECERTIFICATION OF (Name of Non Federal
Entity)

Ref: (a) MCBO 5760.3B

Encl: (1) UPDATED DOCUMENTATION

1. The organization's purpose to operate aboard the installation remains the same since establishment or recertification. (If the non-federal entity's purpose has changed, please provide the new purpose).

2. In accordance with the provisions contained in the reference, I certify that [Name of non-federal entity _____] is active, in compliance with current regulations, and there are no changes to the organization's Constitution and Bylaws that have not previously been reported. (If the non-federal entity did update its Constitution and Bylaws, please provide an enclosure with the current version).

3. The organization's elected officials and primary point of contact have not changed, and their contact information remains the same. (If the non-federal entity's elected officials or primary point of contact have changed, please provide the new contact information).

4. The number of members of the organization: (Identify all non-DoD related civilians by number and percentage of total membership).

DoD Military:

DoD Civilians:

Non-DOD Members:

Total:

Enclosure (5)

5. The organization's individual responsible for Government Assets, contact information, and list of assets remains the same. (If the non-federal entity's asset list or responsible individual have changed, please provide the new information).

6. I understand that there may be costs associated with continued operations of [Name of non-federal entity] on MCINCR-MCBQ, including reimbursement for utilities and other services provided.

7. I understand that the Commander, MCINCR-MCBQ, may revoke permission/certification for [Name of non-federal entity] to operate on MCINCR-MCBQ at any time.

8. This organization does not have any Government assets. (If the non-federal entity does possess Government assets, provide a listing as an attachment and identify the person responsible for those assets.)

9. All members of this organization have resigned waivers of liability and the organization has retained them in the event that you, or a representative of your choice, would like to review them.

10. Accordingly, it is requested that this organization be recertified to continue operations on MCINCR-MCBQ, subject to execution of the appropriate agreements.

Signature
(Authorized Representative)

Enclosure (5)

SAMPLE LETTER FOR AUDIT
VERIFICATION

Date: _____
From: (Senior Member of the Audit Board)
To: President, _____ (NAME OF FUND)
Subj: AUDIT OF THE (NAME OF FUND)
Ref: (a) (NFE Name) Constitution and By-Laws.

1. In accordance with reference (a), an audit has been conducted of the accounts and records of the subject fund by this Audit Board for the period _____ (date) _____ to and including _____.

2. (This paragraph should state briefly what was done.) Example:

The audit was conducted in accordance with the procedures outlined in reference (a), and included those tests of general books that we considered necessary in the circumstances. Our examination indicated that the accounting system and related financial operations were accurate, reliable, and in accordance with the constitution or bylaws of the subject fund.

3. The exceptions to paragraph 2 above, if any, are stated in the following discrepancies:

4. (This paragraph may be used to comment on pertinent information not included elsewhere in the report.)

Senior Member

Copy to Treasurer
Director, G-7

Enclosure (6)

**RECOMMENDED AUDIT PROCEDURES REQUIRED OF AUDIT BOARDS FOR
NON-FEDERAL ENTITIES**

1. An examination of the accounts and records will be conducted by each audit board. As a minimum requirement, each audit board will:
 - a. Count cash on hand.
 - b. Reconcile the latest bank statement to the cash account and request a current statement from the bank if necessary.
 - c. Audit Checkbook. Examine cancelled check for payees' endorsements and dates; compare with check stubs; trace checks to expense record; and age outstanding checks.
 - d. Audit Cash Income Record. Examine receipts or documentation of cash received and add increases and decreases.
 - e. Audit Expense Record. Add and classify various expense items; trace business papers (vendors' bills, invoices, register receipts, etc.); and verify support for entries to the expense records.
 - f. Using the data developed in the above procedures, reconcile cash receipts and disbursements.
 - g. Conduct a physical inventory, if applicable, and compare its aggregate value with the amount of inventory or property on charge per records.
 - h. Age accounts payable and accounts receivable, if applicable.
 - i. Examine evidence of insurance for current status and amounts and kinds of coverage for adequacy.
 - j. Determine tax status, and if applicable, check for compliance with state and Federal laws.
 - k. Verify the accuracy of financial statements from the general books presented for audit, or prepare a financial report.
2. Submit a report of audit to the president and furnish a copy to the treasurer. Unless conditions or circumstances warrant the submission of a separate detailed report, this may be accomplished by signing the typed notation "ACCOUNTS AUDITED AND FOUND TO BE CORRECT" on the balance sheet of the financial report.

Enclosure (7)

SAMPLE
NON FEDERAL ENTITY EVENT REQUEST FORM

Date of Application: _____

Non-Federal Entity Name and Address:

EVENT INFORMATION

1. Name of Event: _____
2. Proposed Event Date: _____ 3. Event Time: _____
4. Event Point of Contact: _____
5. Primary and alternate phone #: _____
6. Non-Federal Entity or personal email: _____
7. NFE Mission Statement: _____

8. Purpose of the Event and activities associated with the event:

9. Requested location: _____

10. Estimated number of participants (members/non-members):

11. Please list what other base activities/facilities/services are involved with this Event?

Enclosure (8)

12. Is this NFE an Authorized NFE to operate aboard MCINCR-MCBQ?
YES _____ NO _____

13. Is this Event a Fundraiser? YES _____ NO _____

If YES, provide details? _____

14. Are any VIPs (General/Flag Officers/SES, local or national government elected officials and celebrities) attending the event?

YES _____ NO _____

15. Will all participants pay their own costs for attending the event?

YES _____ NO _____ If NO, provide details: _____

16. Will there be gambling or games of chance during the event?

YES _____ NO _____ If YES, provide details: _____

17. Will awards/prizes/gifts be presented during the event?

YES _____ NO _____ If YES, provide details: _____

18. Is the purpose of this Event to generate revenue?

YES _____ NO _____

19. Will there be alcohol served/available during the event?

YES _____ NO _____

Enclosure (8)

20. Does the NFE wish to advertise aboard the installation?

YES _____ NO _____ If YES, provide details: _____

21. I understand that if this request is approved, adequate liability insurance must be secured unless specifically waived by the Commander,
MCINCR-MCBQ.

22. I understand that the NFE may be required to obtain an appropriate real estate agreement if government properties, including buildings, are required for the event.

23. I understand that there may be costs and fees associated with this request

24. I understand that all private organization documentation must be up to date with MCINCR-MCBQ before this request will be approved.

25. I understand that gambling of any kind is not permitted aboard MCINCR-MCBQ.

26. I understand that all advertisements must carry the disclaimer stated in paragraph 4.i. (1) of MCBO 5760.3B and that no advertising may be conducted until receipt of approval letter to conduct this event.

27. I understand that the decision to permit the organization to conduct an event rests solely with the Commander, MCINCR-MCBQ.

Signature

Date

Printed Name

Enclosure (8)

SAMPLE DISSOLUTION/DISESTABLISHMENT LETTER

Non-federal entity Name

Address

Address

DATE

Commander (B09)
Marine Corps Installations
National Capital Region
Marine Corps Base Quantico
3250 Catlin Avenue
Quantico, VA 22134

Dear Base Commander's Name,

In compliance with the requirements identified in your base order MCBQ 5760.3B, this letter is your notification that Non-Federal Entity Name intends to discontinue all operations aboard MCINCR-MCBQ on DATE.

The decision to disestablish operations is based on the initiative of the membership/your decision to have the organization discontinue operations/other reasons (including notification from Naval Facilities Engineering Command (NAVFAC) that your real estate agreement has expired or been terminated. If the organization is to continue operations in an off base location, so state and provide the new address/phone/etc.

I understand that this organization owes you a disestablishment/dissolution procedure plan and will work with the Performance & Innovation office to ensure a workable plan is developed and implemented.

The point of contact for this organization during this transition will be name, phone, email address.

Sincerely,

Your name here
President, Non-federal entity Name

Enclosure (9)