U.S. Department of Transportation
United States Coast Guard

Commander
United States Coast Guard
Atlantic Area

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Portsmouth, Va. 23704-5004
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16790
17 March 1998

From: Commander Atlantic Area
To: Commandant (G-OCX)

Subj: COAST GUARD AUXILIARY/NAVAL SEA CADET CORPS MOU

1. Enclosed is signed original Memorandum of Understanding between Coast Guard Auxiliary and Naval Sea Cadet Corps.

APPROVED

C. I. QUEDENS
By direction

Encl: (1) MOU

Copy: DCO

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES COAST GUARD AUXILIARY
AND THE NAVAL SEA CADET CORPS

This Memorandum of Understanding (MOU) is executed by and between the United States Coast Guard Auxiliary (CGAUX), a civilian organization administered by the Commandant of the United States Coast Guard (USCG) and the Naval Sea Cadet Corps (NSCC), a civilian auxiliary of the United Sates Navy League (USNL).

A. Purpose. The purpose of this MOU is to define and establish procedures and practices for cooperation between the CGAUX and the NSCC to enhance their common goals of providing public education and application of maritime training to citizens of the United States of America. Specifically, the purpose of this MOU is to afford to the members of the NSCC training opportunities otherwise unavailable, which will be provided by members of the CGAUX, whether at facilities of the CGAUX, USCG, or at other facilities.

B. Areas of cooperation: Working within the policy and guidelines of their respective parent organizations, namely the USCG and the USNL, the CGAUX and the NSCC agree to:

1. Provide enhanced maritime training opportunities, to include participation in training exercises conducted by the other organization and providing technical expertise.

2. Appoint liaison officers to committees at the national and other organizational levels for direct coordination.

3. To fully incorporate such liaison officers into respective committees to enhance coordination.

C. Governing Guidance. Assistance by either organization to the other for public education or other training will be in accordance with regulations and operating procedures of the parent organization (USCG or USNL). Nothing in this MOU shall modify or substitute for applicable organizational regulations.

1. At all times, members of the CGAUX will remain subject to the law, regulation, and policy governing the CGAUX.

2. At all times, members of the NSCC will remain subject to the law, regulation, and policy governing the NSCC.

3. To the extent that a law, regulation, or policy of the NSCC conflicts with that of the CGAUX at a facility of the CGAUX or USCG, the law regulation, or policy of the CGAUX or USCG will govern.

ENCLOSURE(1)

4. To the extent that a policy of the CGAUX conflicts with a law, regulation, or policy of the NSCC at a facility of the NSCC or USNL, the law, regulation, or policy of the NSCC or USNL will govern.

D. Funding. Funding for members and expenses related to members' participation ~~are~~ is the responsibility of the member's parent organization, in accordance with that organization's established directives.

1. The CGAUX will be responsible for funding and expenses of CGAUX members stemming from participation of those CGAUX members under this MOU.

2. The NSCC will be responsible for funding and expenses of NSCC members stemming from participation of those NSCC members under this MOU.

3. Unless mutually agreed by parent organization officials with actual authority to obligate funds, neither the CGAUX nor the NSCC will charge costs stemming from participation under this MOU to the other organization or its parent organization.

E. Liability. Each organization shall remain principally liable for any injury or loss sustained by its members. This responsibility does not preclude the NSCC from holding its members' private insurance primarily liable for such injury or loss. This responsibility does not preclude the USCG from seeking recovery under Federal law (10 U.S.C. § 1095, 42 U.S.C. §§ 2651-53).

1. Each organization will forward a claim for injury or loss submitted by a member of the other organization to the organization to which that member belongs for processing in accordance with that organization's procedures. (*e.g.*, If a member of the CGAUX submits a claim for loss or injury to the NSCC, the NSCC will forward such claim to the CGAUX for processing in accordance with CGAUX/USCG procedure). If, after receipt of a claim for injury or loss submitted by a member of its own organization, the CGAUX or NSCC become convinced that the other organization should or must process the claim, the parent organization of the claimant shall consult with the other organization and may refer the claim to that other organization. However, the general intent of this agreement is for each organization to process the claims of its own members. Neither organization may bind the other organization in terms of liability by admission or otherwise.

2. In conscientious effort to avoid injury or loss or liability resulting therefrom, each organization shall:

   a. Instruct its members regarding this MOU.

   b. Ensure appropriate safety briefings are given by the NSCC prior to participation in training aboard CGAUX or USCG facilities. A properly executed NSCC Release Form, which notes the type of dangers inherent in the scheduled training opportunity.

along with orders for cruises, will be required for each participating cadet and adult leader. For NSCC members under the age of 18, this Release Form must be signed by a parent or legal guardian of the Sea Cadet.

c. The organization which hosts or otherwise provides a training opportunity will provide a thorough safety indoctrination prior to commencement of the training opportunity.

d. If, in the judgment of the host organization, a training opportunity may no longer or may not be carried out without undue risk to participants, either due to natural or mechanical conditions or the conduct of participants, the training opportunity shall be terminated and the participant members will be disembarked from the host organization facility as soon as possible, consistent with safety.

3. In the interest in minimizing the possibility of accident or an incident of inappropriate contact between adults and minors, the following safeguards shall be in effect:

a. Only Sea Cadets over the age of 16 may participate in afloat training opportunities aboard CGAUX or USCG operating facilities.

b. Two adult NSCC leaders must assist and accompany any Sea Cadets participating in a training opportunity at a CGAUX or USCG facility. If there are over fifteen (15) Sea Cadets participating, an additional adult NSCC leader is required for each partial group of eight Sea Cadets as the following table indicates:

Sea Cadets	NSCC Adult Leaders
1 - 15	2
16-23	3
24-31	4
32-39	5

c. If there are female cadets, at least one of the adult leaders accompanying the female cadets must also be female. If there are more than seven (7) female Sea Cadets, then two female leaders are required.

d. Except in an emergency situation, no CGAUX member shall interact alone with a Sea Cadet.

e. To the maximum extent possible, participant organizations will assure that an NSCC adult leader of the same sex as the Sea Cadet(s) is present when a CGAUX member interacts with Sea Cadets.

F. Applicability. This MOU shall become effective upon ratification by the below-listed individuals or their representatives. This MOU shall continue until one or both parties terminates the agreement, in writing. To the maximum extent possible, each organization

shall provide the other ninety days' notice prior to termination, in order to ensure that the desired termination is uniformly understood. No changes may be made to this MOU without the mutual agreement and express consent of the below-listed individuals or their representatives. Each organization shall confer with the other should applying or interpreting this MOU prove difficult or controversial.

MAR 12 1998

(Date)

APPROVED

Assistant Commandant for Operations
United States Coast Guard

APPROVED

Chairman
United States Naval Sea Cadet Corps

APPROVED

National Commodore
United States Coast Guard Auxiliary

APPROVED

President
United States Naval Sea Cadet Corps

APPROVED

Chief Director, Auxiliary
United States Coast Guard

APPROVED

Executive Director
United States Naval Sea Cadet Corps

U.S. Department of Transportation
United States Coast Guard

Memorandum

Subject: REVISED MOU BETWEEN USCG AUXILIARY AND THE NAVAL SEA CADET CORPS

Date: 9 January 2001
16790

Reply to Attn. of: G-OCX
CAPT Kern
x7-0982

From: G-OCX

To: Distribution

1. Enclosure (1) is a copy of the revised Memorandum of Understanding between the USCG Auxiliary and the Naval Sea Cadet Corps dated 21 Sep 99 for your information.

APPROVED

MARK S. KERN

Distribution: NEXCOM, NADCO's

MEMORANDUM OF UNDERSTNADING
BETWEEN
THE UNITED STATES COAST GUARD AUXILIARY AND THE NAVAL SEA CADET CORPS

This Memorandum of Understanding (MOU) is executed by and between the United States Coast Guard Auxiliary (CGAUX), a civilian organization administered by the Commandant of the United States Coast Guard (USCG) and the Naval Sea Cadet Corps (NSCC), a civilian auxiliary of the United Stated Navy League (USNL).

A. Purpose. The purpose of this MOU is to define and establish procedures and practices for cooperation between the CGAUX and the NSCC to enhance their common goals of providing public education and application of maritime training to citizens of the United States of America. Specifically, the purpose of this MOU is to afford to the members of the NSCC training opportunities otherwise unavailable, which will be provided by members of the CGAUX, whether at facilities of the CGAUX, USCG, or at other facilities.

B. Areas of Cooperation. Working within the policy and guidelines of their respective parent organizations, namely the USCG and the USNL, the CGAUX and the NSCC agree to:
   1. Provide enhanced maritime training opportunities, to include participation in training exercises conducted by the other organization and providing technical expertise.
   2. Appoint liaison officers to committees at the national and other organizational levels for direct coordination.
   3. To fully incorporate such liaison officers into respective committees to enhance coordination.

C. Governing Guidance. Assistance by either organization to the other for public education or other training will be in accordance with regulations and operating procedures of the parent organization (USCG or USNL). Nothing in this MOU shall modify or substitute for applicable organizational regulations.
   1. At all times, members of the CGAUX will remain subject to the law, regulation and policy governing the CGAUX.
   2. At all times, members of the NSCC will remain subject to the law, regulation, and policy governing the NSCC.
   3. To the extent that a law, regulation, or policy of the NSCC conflicts with that of the CGAUX at a facility of the CGAUX or USCG, the law regulation, or policy of the CGAUX or USCG will govern.
   4. To the extent that a policy of the CGAUX conflicts with a law, regulation, or policy of the NSCC at a facility of the NSCC or USNL, the law, regulation, or policy of the NSCC or USNL will govern.

D. Funding. Funding for members and expenses related to members' participation is the responsibility of the member's parent organization, in accordance with that organization's established directives.

1. The CGAUX will be responsible for funding and expenses of CGAUX members stemming from participation of those CGAUX members under this MOU.
2. The NSCC will be responsible for funding and expenses of NSCC members stemming from participation of those NSCC members under this MOU.
3. Unless mutually agreed by parent organization official's with actual authority to obligate funds, neither the CGAUX nor the NSCC will charge costs stemming from participation under this MOU to the other organization or its parent organization.

E. Liability. Each organization shall remain principally liable for any injury or loss sustained by its members. This responsibility does not preclude the NSCC from holding its members' private insurance primarily liable for such injury or loss. This responsibility does not preclude the USCG from seeking recovery under Federal law (10 U.S.C. § 1095, 42 U.S.C. §§ 2651-53).

1. Each organization will forward a claim for injury or loss submitted by a member of the other organization to the organization to which that member belongs for processing in accordance with that organization's procedures. (e.g., If a member of the CGAUX submits a claim for loss or injury to the NSCC, the NSCC will forward such claim to the CGAUX for processing in accordance with CGAUX/USCG procedures.) If, after receipt of a claim for injury or loss submitted by a member of its own organization, the CGAUX or NSCC become convinced that the other organization should or must process the claim, the parent organization of the claimant shall consult with the other organization and may refer the claim to that other organization. However, the general intent of this agreement is for each organization to process the claims of its own members. Neither organization may bind the other organization in terms of liability resulting by admission or otherwise.
2. In conscientious effort to avoid injury or loss or liability resulting therefrom, each organization shall:
   a. Instruct its members regarding this MOU.
   b. Ensure appropriate safety briefings are given by the NSCC prior to participation in training aboard CGAUX or USCG facilities. A property executed NSCC Release Form, which notes the type of dangers inherent in the scheduled training opportunity, along with orders for cruises, will be required for each participating cadet and adult leader. For NSCC members under the age of 18, this Release Form must be signed by a parent or legal guardian of the Sea Cadet.
   c. The organization which hosts or otherwise provides a training opportunity will provide a thorough safety indoctrination prior to commencement of the training opportunity.
   d. If, in the judgment of the host organization, a training opportunity may no longer or may not be carried out without undue risk to participants, either due to natural or mechanical conditions or the conduct of participants, the training opportunity shall be terminated and the participant members will be disembarked from the host organization facility as soon as possible, consistent with safety.

3. In the interest in minimizing the possibility of accident or an incident of inappropriate contact between adults and minors, the following safeguards shall be in effect:
   a. Only Sea Cadets who have completed Boot Camp may participate in afloat training opportunities aboard CGAUX or USCG operating facilities.
   b. Two adult NSCC leaders must assist and accompany any Sea Cadets participating in a training opportunity at a CGAUX or USCG facility. If there are over fifteen (15) Sea Cadets participating, an additional adult NSCC leader is required for each partial group of eight Sea Cadets as the following table indicates:

Sea Cadets	NSCC Adult Leaders
1 - 15	2
16-23	3
24-31	4
32-39	5

   c. If there are female cadets, at least one of the adult leaders accompanying the female cadets must also be female. If there are more than seven (7) female Sea Cadets, then two female leaders are required.
   d. Except in an emergency situation, no CGAUX member shall interact alone with a Sea Cadet.
   e. To the maximum extent possible, participant organizations will assure that an NSCC adult leader of the same sex as the Sea Cadet(s) is present when a CGAUX member interacts with Sea Cadets.
   f. When a member of the CGAUX is also an NSCC Officer or Instructor, said member may participate as a CGAUX member or as a NSCC member, but NEVER in both capacities.

F. Applicability. This MOU shall become effective upon ratification by the below-listed individuals or their representatives. This MOU shall continue until one or both parties terminates the agreement, in writing. To the maximum extent possible, each organization shall provide the other ninety days' notice prior to termination, in order to ensure that the desired termination is uniformly understood. No changes may be made to this MOU without the mutual agreement and express consent of the below-listed individuals or their representatives. Each organization shall confer with the other should applying or interpreting this MOU prove difficult or controversial.

21 September 1999
(This MOU contains Modifications 1 & 2)

APPROVED

Everette Tucker
National Commodore
United States Coast Guard Auxiliary

APPROVED

Jim Ward
President
United States Naval Sea Cadet Corps

APPROVED

Captain Mark Kern
Chief Director, Auxiliary
United States Coast Guard

APPROVED

Donald Krispen
Department Chief of Legal
United States Coast Guard Auxiliary