



DEPARTMENT OF THE NAVY
U.S. NAVAL SUPPORT ACTIVITY NAPLES ITALY
PSC 817 BOX 1
FPO AE 09622-0001

NAVSUPPACTNAPLESINST 1710.11F
N01J

27 AUG 2021

NAVSUPPACT NAPLES INSTRUCTION 1710.11F

From: Commanding Officer, U.S. Naval Support Activity, Naples, Italy

Subj: GUIDELINES FOR THE OPERATION OF NON-FEDERAL ENTITIES

Ref: (a) DoD Instruction 1000.15 of 24 October 08, Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations
(b) DoD 5500.07-R, Joint Ethics, 20 August 93
(c) CNICINST 11000.1A, Facilities and Real Estate Guidance for Non-Federal Entities on Navy Installations
(d) DoDEA Administrative Instruction 1015.01 of 10 August 17, Students Activity Funds Management and Administration
(e) 5 C.F.R. § 2635.202, General Prohibition on Solicitation or Acceptance of Gifts

Encl: (1) Sample Request for Recognition of a Non-Federal Entity
(2) Sample Non-Federal Entity Renewal Request
(3) Sample Request for Special Event or Fundraising Activity
(4) Sample Dissolution of Non-Federal Entity
(5) Maps of Approved Fundraising Locations at Capodichino and Support Site

1. Purpose. To provide procedures for the recognition, renewal, and operation of Non-Federal Entities (NFEs) onboard U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, as per references (a) through (e).

2. Cancellation. NAVSUPPACTNAPLESINST 1710.11E

3. Scope. Unless other statutes, regulations, or higher directives specify otherwise, this instruction applies to all NFEs operating onboard NAVSUPPACT Naples. Per reference (a), this instruction will not apply to military relief societies, banks, or credit unions.

4. Background. An NFE is a self-sustaining organization that is not an official component of the Federal Government and not entitled to sovereign immunity or privileges afforded to Federal entities and instrumentalities. NFEs are established, operated, and controlled by individuals acting outside the scope of any official capacity of the Federal Government to provide recreational, social, educational, and professional development opportunities supporting the Navy community.

5. Policy

a. An NFE will not operate onboard NAVSUPPACT Naples without written recognition and permission from NAVSUPPACT Naples Commanding Officer (CO). Prior to conducting any special event or fundraising activity onboard NAVSUPPACT Naples, NFEs must secure

written approval using enclosures (1) through (3), as appropriate. Permission to operate onboard NAVSUPPACT Naples will ordinarily be valid for two years from the date of recognition. To maintain permission, NFEs will ordinarily submit renewal of recognition requests every two years thereafter. NFEs must also provide documentation when dissolving NFEs no longer in operation by using enclosure (4).

b. Under reference (b), NFE officers and members participate in their personal capacities and will be held personally liable for any violations of law and regulation. NFEs must comply with all applicable fire and safety regulations; environmental laws; local, state, and federal tax codes; and any other applicable statutes or regulations, including the North Atlantic Treaty Organization (NATO) Status of Forces Agreement. They will also comply with Italian laws, decrees, and regulations, retain from engaging in hazing or harassment. No NFE may in any way prejudice or discredit the Department of Defense (DoD), the Department of the Navy (DON), other DoD Components, or agencies of the Federal Government. The NAVSUPPACT Naples Staff Judge Advocate (SJA) is the designated as the oversight authority to ensure compliance with this instruction. NAVSUPPACT Naples CO may revoke permission to operate onboard the installation when an NFE is determined to have violated any rule or regulation discussed herein.

6. Equal Opportunity. NFEs may organize around a cultural or ethnic focus but will not unlawfully discriminate or deny membership because of race, color, religion, sex, gender identity, national origin, or sexual orientation. Report unlawful discrimination and violations of this instruction to the NAVSUPPACT Naples SJA immediately.

7. Ethical Operation of and Support to NFEs. NFEs will comply with references (a) through (e), which include lawful general orders that subject violators to punishment under the Uniform Code of Military Justice, federal law, and other regulations. SJAs and Navy General Counsel are not permitted to provide legal advice to NFEs. NFE officers must complete NFE training provided by the NAVSUPPACT Naples SJA.

a. NFE Support. Approval to operate an NFE does not bestow any official U.S. Government sanction, endorsement, or guarantee of support. Per reference (b), NAVSUPPACT Naples will not provide logistical support for fundraisers or other events unless NAVSUPPACT Naples CO determines the activities support DoD community relations with the immediate community and/or other legitimate DoD public affairs or military training interests and are of benefit to the local civilian community, the DoD component command, organization providing the support, or any other part of DoD.

(1) Section 3-211 of reference (b) restricts command support to NFEs to limited logistical support that does not hinder Navy or DoD component military missions or detract from readiness. At the discretion of NAVSUPPACT Naples CO, NFEs may occasionally receive limited logistical support such as space for meetings or events or other limited use of command resources such as:

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- (a) Permission to post or distribute informational material on base;
- (b) Use of free space in the Morale, Welfare, and Recreation (MWR) bulletin board advertise organizational calendars or events;
- (c) Purchase or rental of services and/or equipment through or from MWR;
- (d) Limited use of NAVSUPPACT Naples equipment, facilities, utilities, or areas.

(2) NAVSUPPACT Naples will not store equipment or supplies for NFEs beyond day-use for particular events or fundraisers.

(3) NFEs are not authorized to use appropriated funds or Non-Appropriated Funds (NAF) or to make purchases using government purchase cards. All personnel must take action to preclude unauthorized expenditures of appropriated funds, commissary surcharges, and NAFs in support of NFEs.

b. Personnel Involvement

(1) Participation or membership in a NFE is a personal decision. Subordinates will not be coerced or influenced to join or to take part in the activities of any NFE. No one may ask subordinates to explain a decision not to join or take part in NFE activities.

(2) Neither servicemembers nor civilian employees may be assigned to work for NFEs as an official duty. Unless specifically authorized by law or regulation, personnel participating in NFE activities will only do so during off-duty time or while in a liberty status. However, per reference (c), personnel may serve as official liaisons who represent DoD or DON interests to NFEs.

c. Preventing Improper Endorsements and Appearances

(1) Unless otherwise specifically authorized by statute, personnel participating in NFE special events and fundraising activities are not authorized to do so in uniform.

(2) DoD personnel may not show favoritism toward any NFE while acting in an official capacity.

(3) NFEs will not solicit, advertise, or endorse commercial sponsorships for on-base events. Personnel must familiarize themselves with the limitations on soliciting outside sources in reference (e).

(4) Reference (b) contains a lawful general order prohibiting official endorsement of NFEs. It also forbids NFEs from implying or creating the appearance that an NFE is an official part of NAVSUPPACT Naples, the Navy, or the DoD. The appearance or actual official endorsement of NFE events, use of one's official title with respect to NFEs, use of official

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channels to distribute NFE information, absences to participate in NFE events or fundraisers, and use of government resources, including official e-mail, in support of NFE events are prohibited. NFEs may not use NAVSUPPACT Naples vehicles, aircraft, equipment, supplies, communications equipment, or facilities as part of fundraising efforts.

(5) For purposes of identifying programs, locations, or activities, an NFE will not use in its title or letterhead the name, seal, logo, other identifying device, or the like of any DoD component or instrumentality. Reference (c) prohibits NFEs from using the name or abbreviation of any DoD or DON component in an NFE's name (ie "Naval Support Activity Naples First Class Petty Officer's Association") without first securing consent from the component whose name is used. Any such use must not create the appearance that the NFE is an organizational unit of the Navy or DoD.

(6) NFEs advertising, marketing, or displaying any message or announcement in print or electronic media must prominently display the following disclaimer on the media: "THIS ORGANIZATION IS A NON-FEDERAL ENTITY THAT IS NOT A PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND THAT HAS NO GOVERNMENTAL STATUS." This disclaimer must also be provided in appropriate oral communications and public announcements when using the entity name.

8. Fundraising Procedure

a. NFEs will be financially self-sustaining. Neither DoD components nor NAF instrumentalities may financially assist NFEs. All fundraising will comply with reference (b).

b. NFE fundraising will not compete with the Navy Exchange (NEX), MWR activities, or any other appropriated or NAF activities on the installation. A determination of what is considered competition is solely within the discretion of NAVSUPPACT Naples CO. NFEs will not resell NEX or Defense Commissary Agency (DECA) goods to persons not otherwise entitled to purchase goods from those facilities. NFEs seeking to fundraise will be responsible for securing all endorsements from enclosure (3).

c. In general, NFE fundraising activities will not occur in the workplace. The NAVSUPPACT Naples CO determines which areas of the base are considered "outside the workplace" for fundraising purposes. Absent any pre-approved exceptions to policy, all fundraising activities onboard NAVSUPPACT Naples, Capodichino, will occur in the area in front of NAVSUPPACT Naples Capodichino Theater and/or in the Navy Gateway Inns and Suites (NGIS) barbecue area as per enclosure (5). Likewise, absent any pre-approved exceptions to policy, all fundraising activities onboard NAVSUPPACT Naples, Support Site, will occur in the area inside the Village Forum, and/or in front of the NEX and DECA area as per enclosure (5). Organizations seeking to fundraise at any other location onboard the NAVSUPPACT Naples installation must secure advance permission from the NAVSUPPACT Naples Office of the SJA.

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d. Absent any pre-approved exceptions to policy, NFEs are limited to conducting no more than two fundraising activities each month onboard NAVSUPPACT Naples.

e. Fundraising on base via games of chance or any form of gambling is prohibited.

f. NFEs will not solicit specifically or directly ask for donations from local businesses. COs or Officers in Charge of tenant commands may approve fundraising requests within their command spaces, provided these activities comply with references (a) and (b) of this instruction and are conducted by By Our Own, For Our Own (BOOFOO) organizations as discussed below.

g. NFEs will not sell or furnish alcohol for immediate consumption on Navy installations. Certain exemptions to the fundraising rules discussed above may apply to BOOFOO organizations, as specifically noted below.

h. Only NFE officers or designated points of contact may submit fundraiser requests. Any organization conducting a fundraiser must clearly identify itself during the event and must produce a copy of their fundraiser approval upon request.

i. Special event or fundraising activity requests must be submitted 14 days in advance for approval on a first come, first served basis. Organizations may reserve up to two prospective dates per request. Only four fundraisers are permitted on NAVSUPPACT Naples per week. Of those, only two fundraisers per week may involve food sales. NFEs will coordinate exact dates with MWR.

j. Because the Combined Federal Campaign (CFC) exists to reduce disruption in the federal workplace by consolidating fundraising efforts into one yearly event and the Navy-Marine Corps Relief Society (NMCRS) exists to support the needs of servicemembers and dependents, NAVSUPPACT Naples CO will carefully scrutinize fundraiser requests occurring during CFC and NMCRS fundraising periods.

k. NFEs are non-profit entities and do not pay income tax. However, an NFE's non-profit status does not excuse the NFE from filing federal taxes. NFE members who have not properly filed for their Employers Identification Number may be personally liable for all assets the NFE produced during its existence and interest from that amount. All in-kind and money donations to host nation's beneficiaries are subject to value-added tax.

9. BOOFOOs. BOOFOOs are specialized NFEs expressly defined under paragraph 3-210 of reference (b). They are granted certain rights and privileges not available to other NFEs. To qualify as a BOOFOO, an NFE must be comprised of primarily DoD employees and it must fundraise among its own members for the benefit of their own. Below are the exceptions and exemptions that BOOFOOs enjoy:

a. Endorsement from official DoD sources or employees.

b. Limited logistical support not otherwise authorized to other NFEs, to include storage of supplies or equipment.

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c. Operate fundraisers, advertisements, or events in designated command spaces not otherwise prohibited by statute.

d. BOOFOOs will not solicit, advertise, or endorse any commercial sponsorships. A BOOFOO may only receive funds from its own members to maintain its status. If an organization violates this requirement, it may lose its BOOFOO status and special privileges.

10. Requests for Recognition, Fundraisers and Events, and Renewal. The best practice for seamless approvals for all NFE requests is to use enclosures (1) through (4) as templates with minimal changes. Upon submission, requestors should identify any changes made to the template and allow the communications procedure discussed in paragraph 12 below.

a. All requests must substantially comply with the contents of enclosures (1) and (3).

(1) Bylaws. NFEs requesting recognition or renewal may submit existing charters or regulations. Supplementary charters and regulations will not conflict with sample bylaws provided in enclosures (1) and (2). Submissions that depart from or supplement the bylaws contained in enclosures (1) and (2) must include a brief statement summarizing the differences. Description of NFE's management responsibilities will include description of personnel responsible for accounting for assets, satisfying liabilities, and disposing of residual assets upon dissolution. An agreement to remove and, if applicable, dispose of any NFE property in the event permission to operate is revoked or the NFE dissolves. The constitution or bylaws must include dissolution procedures.

(2) Changes to an NFE's bylaws or list of officers must be submitted to the SJA. NFEs will promptly notify the SJA of any significant changes in charter, membership policies, or management responsibilities. A copy of the proposed bylaws or "constitution" with the changes must be submitted (e.g., track changes), unless there were significant changes, where the entire bylaws have been updated.

(3) Insurance. An NFE that does not secure a waiver for the insurance requirements herein must, pursuant to reference (a), secure insurance to protect against public liability and property damage claims or other actions that may arise from the NFE's activities, from members acting on its behalf, or from the operation of any equipment, apparatus or device under the NFE's control and responsibility. The insurance requirement may be waived at the discretion of the CO, NAVSUPPACT Naples for activities with low risk for liability exposure. Although a waiver releases the NFE from the insurance requirements herein, it does not protect the NFE or its members from civil claims or lawsuits. In no case may NAVSUPPACT Naples or any DON or DoD component assume liability for an NFE's activities. A copy of the proposed bylaws, with the changes must be submitted (e.g., track changes), unless there were significant changes, where the entire bylaws have been updated.

b. NFEs must submit renewal requests to the NAVSUPPACT Naples SJA no later than 30 days prior to the expiration of the authorization to operate. See enclosure (2).

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c. Failure to submit annual status reports, complete recognition requirements, or bylaw validation, will prevent an NFE from hosting events onboard NAVSUPPACT Naples.

11. Dissolution. The officers and members decide to discontinue an NFE, a notice of dissolution must be filed within 10 working days. In case of dissolution, the NFE's treasury funds will be used to satisfy outstanding debts, liabilities, or obligations. The members will determine the disposal of balance of assets.

12. Communications with Office the SJA. Submit all NFE requests along with completed enclosures in one collated PDF file via email to: fct.na.sja_nsa_naples@eu.navy.mil. NFEs may request editable versions of enclosures (1) through (4) from the NAVSUPPACT Naples SJA at the same email address. NFEs should create and use a non-government, private email address used specifically for the NFE's communications.

13. Records Management

a. Records created as a result of this instruction, regardless of format or media, must be maintained and dispositioned per the records disposition schedules located on the Department of the Navy Assistant for Administration, Directives and Records Management Division portal page at: <https://portal.secnav.navy.mil/orgs/DUSNM/DONAA/DRM/Records-and-Information-Management/Approved%20Record%20Schedules/Forms/AllItems.aspx>.

b. For questions concerning the management of records related to this instruction or the records disposition schedules, please contact the local records manager or the OPNAV Records Management Program (DNS-16).

14. Review and Effective Date. Per OPNAVINST 5215.17A, NAVSUPPACT Naples will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, Department of Defense, Secretary of the Navy, and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will be in effect for 10 years unless revised or cancelled in the interim and will be reissued by the 10-year anniversary date if it still required, unless it meets one of the exceptions in OPNAVINST 5215.17A, paragraph 9. Otherwise, if the instruction is no longer required, it will be processed for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.



J.W. STEWART

Releasability and distribution:

NAVSUPPACTNAPLESINST 5216.4DD

Lists: I through IV

Electronic via NAVSUPPACT Naples website:

https://www.cniv.navy.mil/regions/cnreurfcent/installations/nsa_naples/about/departments/administration_n1/administrative_services/instructions.html

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Date

SAMPLE REQUEST FOR RECOGNITION OF A NON-FEDERAL ENTITY

Memorandum

From: [Head of the Organization, Name of Organization]

To: Commanding Officer, U.S. Naval Support Activity Naples, Italy

Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: REQUEST FOR RECOGNITION OF A NON-FEDERAL ENTITY ICO
[NAME OF PROSPECTIVE NON-FEDERAL ENTITY]

Ref: (a) NAVSUPPACTNAPLESINST 1710.11F

Encl: (1) Acknowledgment of Terms

(2) Bylaws

(3) Charter Rules and Regulations (if applicable)

(4) List of Officers and Members

(5) Proof of Insurance Coverage/Waiver of Insurance Request

(6) Proof of Liability Coverage/Liability Waiver (Hold Harmless Agreement)

(7) Copy of Organization's Most Current Banking Statement

1. Pursuant to reference (a), I submit enclosures (1) through (7) to request command recognition of [name of prospective Non-Federal Entity] as a Non-Federal Entity (NFE) to operate onboard U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy.

2. All officers and members of this NFE authorize Commanding Officer, NAVSUPPACT Naples, or his designees, to disclose the names, titles, email addresses, and telephone numbers of the organization's officers and/or committee members.

3. The primary point of contact for this NFE is [Name] who may be reached at [phone number] or at [email address].

Organization Leader/Date

Enclosure (1)

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ACKNOWLEDGEMENT OF TERMS

(Read and initial each statement)

___ I have reviewed NAVSUPPACTNAPLESINST 1710.11F.

___ My Non-Federal Entity (NFE) will not discriminate or deny membership on the basis of race, color, creed, sex, age, gender, disability, national origin, or sexual orientation.

___ My NFE must be financially self-sustaining primarily through dues, contributions, service charges, fees, or special assessments of members.

___ My NFE is prohibited from hindering any Department of Defense (DoD) or Navy command's military mission and may in no way detract from readiness.

___ My NFE and our activities may not bring any discredit to the DoD or Navy.

___ Commanding Officer (CO), U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, may deny or revoke my NFE's permission to operate on base if it fails to comply with applicable instructions.

___ All members understand they are personally liable, as provided by law, if the NFE's assets are insufficient to discharge its liabilities.

___ I purchased insurance or completed a waiver for insurance and understand NAVSUPPACT Naples or any Navy component is not liable for the activities of this NFE.

___ We agree to remove and dispose of any of our property from NAVSUPPACT Naples in the event that permission to operate is revoked.

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

___ My NFE's bylaws include the disclaimer "THIS ORGANIZATION IS A NON-FEDERAL ENTITY THAT IS NOT PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND THAT HAS NO GOVERNMENTAL STATUS."

___ My NFE will not compete with the Navy Exchange, Morale, Welfare, and Recreation, the Combined Federal Campaign, or the Navy Marine Corp Relief Society.

___ My NFE will not sell or furnish alcohol on Navy installations on any fundraising activity.

___ Members of my NFE cannot be assigned to work for NFEs as an official duty and must participate NFE activities during off-duty time.

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___ I will submit any changes to my NFE's bylaws or list of officers to the NAVSUPPACT Naples Staff Judge Advocate (SJA) within 10 calendar days of any such change.

___ I understand failure to comply with proper tax codes of governments may result in myself or my members being personally liable for the taxes of the NFE.

___ I understand that any donation in money or in-kind intended for host nation's beneficiaries are subject to value added tax.

___ It is my responsibility to read, understand, and comply with fire and safety regulations; environmental laws; local, state, and federal tax codes; and applicable host nation laws, decrees, and regulations.

___ Failure to submit complete recognition application requirements or bi-annual bylaw validation, will prevent my NFE from hosting any fundraiser or event onboard NAVSUPPACT Naples.

___ My NFE uses a private email address I will provide the office of the SJA. We will maintain the email address for continuity.

Organization Leader/Date

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MANDATORY BYLAWS

Article I - Organization

The name of the Non-Federal Entity (NFE) will be [insert name] (hereinafter, “the organization”).

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

The organization agrees to comply with all local laws, applicable international agreements, and installation instructions. Failure to comply may result in administrative action against the organization or its members.

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

Article II - Purpose

The purpose of the organization is to:

- (using the bullets, list the nature, function, and objectives of the organization)

Article III - Membership

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

Eligible members will be limited to service members, designated civilians, and family members related to the organization. Each member will actively recruit members as deemed fit. All members, regardless of position, will conduct themselves at all times in such a manner as to be a credit to the organization.

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

Article IV- Officers

The officers of the organization will consist of the President, Vice President, Secretary, and Treasurer. Below are summaries of their duties within the organization.

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President

- Oversee the organization's existence and value to the community
- Attend all regular meetings
- Assign duties to each officer
- Maintain all permanent records of the organization

Vice President

- Attend all regular meetings
- Assist the President with his/her duties
- Carryout the duties of the President in the President's absence

Secretary

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

Treasurer

- Prepare financial statements and balance sheets for organization renewals
- Pay all bills associated with the organization
- Prepare an annual summary of all fiscal activities for recordkeeping purposes and annual audits
- File taxes by either the local government of Naples or the U. S. Internal Revenue Service, as required.

Article V- Elections

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

Article VI - Organization Meetings

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

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Article VII - Liability

All members may be held personally liable for their actions. Per DoD Instruction 1000.15, Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations, section 6.3.3, all members will be briefed upon becoming a member of this organization, and must fully understand that they are personally liable for their actions. Members of the organization understand that the DoD, Department of the Navy (DON), and any of its agents or sub-units are not responsible for their legal obligations to meet any tax status of any nation, government, or country they fall under.

Article VIII - Insurance

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

Members are jointly and severally liable for the obligations of the organization. If the organization does not secure adequate insurance as detailed above, and cannot pay its own debts, the members' personal assets will be at risk.

Article IX – Renewal

Complete and current renewal requests will be submitted by organization's officers at least 30 days prior to the expiration of the organization's authorization letter, or immediately after the election/designation of new officer(s), or when changes are made to bylaws.

Article X - Dissolution

Upon written agreement of two-thirds of the members of the organization, the organization will be dissolved.

In the event the organization's assets at the time of dissolution are insufficient to discharge all its liabilities, the entire membership will equally share in covering the liabilities. The President, Secretary, and/or Treasurer will ensure a dissolution audit is conducted and forwarded to the Commanding Officer, NAVSUPPACT Naples via the Staff Judge Advocate.

In the event the organization is dissolved with a balance in the treasury, or excess supplies or equipment, the organization will donate it to a charity, to be decided on at the time the organization is dissolved and in accordance with CNICINST 11000.1A, Facilities and Real Estate Guidance for Non-Federal Entities on Navy Installations, and the Joint Ethics Regulation, DOD Instruction 5500.7, Standards of Conduct.

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These bylaws, effective X Month 20XX, will remain in effect for two years following today's date or until dissolved, whichever is sooner. They have been read and signed by the following organization officials:

Printed name and signature: _____
President, 20XX (DO NOT LIST RATE/RANK)

Printed name and signature: _____
Vice-President, 20XX (DO NOT LIST RATE/RANK)

Printed name and signature: _____
Secretary, 20XX (DO NOT LIST RATE/RANK)

Printed name and signature: _____
Treasurer, 20XX (DO NOT LIST RATE/RANK)

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LIST OF OFFICERS AND MEMBERS

MEMORANDUM

Date

From: [Head of the Organization, Name of Organization]
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: LIST OF OFFICERS AND MEMBERS

1. LIST OF OFFICERS

PRESIDENT: (DO NOT LIST RATE/RANK)

Command:
Work Telephone:
Email:

VICE PRESIDENT: (DO NOT LIST RATE/RANK)

Command:
Work
Telephone:
Email:

Add any additional positions in accordance with your bylaws/constitution

2. LIST OF MEMBERS

- a. (Insert member name and email)
- b. (Insert member name and email)

(Title - Organization Leader)

PRIVACY ACT STATEMENT

AUTHORITY: 44 USC 31 - I. PRINCIPLE PURPOSE: Files are used locally to contact NFE officers for administrative purposes. ROUTINE USES: Used to locate personnel assigned to, attached, or tenanted at NAVSUPPACT Naples in response to specific inquiries from official government activities for the conduct of business. Files are used locally and administer programs and personnel. DISCLOSURE IS VOLUNTARY: Disclosure of cell/home phone numbers and box numbers is voluntary.

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WAIVER OF INSURANCE REQUEST

MEMORANDUM

Date

From: [Head of the Organization, Name of Organization]
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: REQUEST FOR WAIVER OF INSURANCE COVERAGE REQUIREMENT ICO
[INSERT NAME OF NFE]

1. Respectfully request you waive the liability insurance requirement for the subject Non-Federal Entity (NFE) be granted a waiver of the requirement for liability insurance, pursuant to NAVSUPPACTNAPLESINST 1710.11F. Attached is a copy of the organization's current and prior year financial records. We understand Commanding Officer (CO), U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, may require liability insurance for specific events that involve greater risk of injury or damage.
2. We understand the members of the organization will be jointly and severally liable for the obligations of the organization.
3. Activities of this organization consist largely of activities with low risk of exposure to liability such as monthly meetings, parties, and other gatherings that do not involve strenuous activities or health and safety hazards.
4. We understand a liability insurance requirement waiver will be granted in conjunction with our approval to operate on base, unless NAVSUPPACT Naples CO expressly denies the waiver. The insurance requirement may be waived at the discretion of the NAVSUPPACT Naples CO for activities with low risk for liability exposure. Although a waiver releases the NFE from the insurance requirements herein, it does not protect the NFE or its members from civil claims or lawsuits. In no case may NAVSUPPACT Naples or any Department of the Navy or Department of Defense component assume liability for an NFE's activities.

(Title - Organization Leader)

LIABILITY WAIVER (HOLD HARMLESS AGREEMENT)

[Name of NFE]:

Date

For and in consideration of the use of our participation in Non-Federal Entity (NFE) programs, events, activities, or U.S. Government facilities, the undersigned agrees to, release, waiver, indemnify, exonerate, hold harmless, and defend the United States of America, the U.S. Navy, U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, and the NAVSUPPACT Naples Morale, Welfare, and Recreation organization, and its assigns for any claims, demands and causes of action (including defense costs and attorney fees) arising out of or pertaining to any loss, damage, injury or death sustained by the undersigned and members of the undersigned's NFE and caused by any negligent act of omission, or breach of duty related to any NFE recreational activity, program, or event. This waiver applies whether or not any claim, demand, action, or suit is based on or alleged to be based on in part, the negligent act or act of omission, or similar conduct of those parties hereby released and indemnified.

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

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

(Title - Organization Leader)

SAMPLE NON-FEDERAL ENTITY RENEWAL REQUEST

Date

From: [Head of the Organization, Name of Organization]
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, Naval Support Activity Naples, Italy

Subj: NON-FEDERAL ENTITY RENEWAL REQUEST ICO [NAME OF NON-FEDERAL ENTITY]

Encl: (1) Copy of Previous Authorization Letter
(2) Acknowledgment of Terms
(3) Proof of Insurance Coverage/Waiver of Insurance Request
(4) Proof of Liability Coverage/Liability Waiver (Hold Harmless Agreement)
(5) List of Current Officers and Members
(6) Copy of Organization's Most Current Banking Statement

1. Per NAVSUPPACTNAPLESINST1710.11F, respectfully request the renewal of recognition of the subject Non-Federal Entity. Information provided below is current as of DDMMYY:

- a. Number of members:
- b. Cash assets:
- c. Current liabilities:
- d. Gross annual income:
- e. Name of reviewers
- f. Constitution and bylaws. (if changes to original bylaws have been made)
- g. Current financial statement(s).
- h. Proof of insurance coverage/approved waiver of insurance requirement.
- i. List of current officers and members
- j. Copy of document affording Internal Revenue Service tax exemption status (if applicable or if changed from previous submission)

2. We understand that we must submit this request for re-approval with attachments no later than 30 days prior to the expiration of the authorization to operate. If we decide to discontinue as an organization, we will immediately file a notice of dissolution according to NAVSUPPACTNAPLESINST 1710.11F.

President's Name/Signature

Secretary's Name/Signature

Enclosure (2)

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Attachments: (check all that apply)

- 1. Copy of previous Authorization Letter
 - 2. Renewal Application Letter
 - 3. Acknowledgment of Terms
 - 4. Proof of Insurance Coverage/Waiver of Insurance Request
 - 5. Proof of Liability Coverage/Liability Waiver (Hold Harmless Agreement)
 - 6. List of Current Officers and Members
 - 7. Copy of Organization's Most Current Banking Statement
-

FIRST ENDORSEMENT

From: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

To: File

Subj: NON-FEDERAL ENTITY RENEWAL REQUEST ICO [NAME OF NON-FEDERAL ENTITY]

Approved

Recommend disapproval, forwarded

Comments:

Signature/Date

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ACKNOWLEDGEMENT OF TERMS

(Read and initial each statement)

___ I have reviewed NAVSUPPACTNAPLESINST 1710.11F.

___ My Non-Federal Entity (NFE) will not discriminate or deny membership on the basis of race, color, creed, sex, age, gender, disability, national origin, or sexual orientation.

___ My NFE must be financially self-sustaining primarily through dues, contributions, service charges, fees, or special assessments of members.

___ My NFE is prohibited from hindering any Department of Defense (DoD) or Navy command's military mission and may in no way detract from readiness.

___ My NFE and our activities may not bring any discredit to the DoD or Navy.

___ Commanding Officer (CO), U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, may deny or revoke my NFE's permission to operate on base if it fails to comply with applicable instructions.

___ All members understand they are personally liable, as provided by law, if the NFE's assets are insufficient to discharge its liabilities.

___ I purchased insurance or completed a waiver for insurance and understand NAVSUPPACT Naples or any Navy component is not liable for the activities of this NFE.

___ We agree to remove and dispose of any of our property from NAVSUPPACT Naples in the event that permission to operate is revoked.

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

___ My NFE's bylaws include the disclaimer "THIS ORGANIZATION IS A NON-FEDERAL ENTITY THAT IS NOT PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND THAT HAS NO GOVERNMENTAL STATUS."

___ My NFE will not compete with the Navy Exchange, Morale, Welfare, and Recreation, the Combined Federal Campaign, or the Navy Marine Corp Relief Society.

___ My NFE will not sell or furnish alcohol on Navy installations on any fundraising activity.

___ Members of my NFE cannot be assigned to work for NFEs as an official duty and must participate NFE activities during off-duty time.

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___ I will submit any changes to my NFE's bylaws or list of officers to the NAVSUPPACT Naples Staff Judge Advocate (SJA) within 10 calendar days of any such change.

___ I understand failure to comply with proper tax codes of governments may result in myself or my members being personally liable for the taxes of the NFE.

___ I understand that any donation in money or in-kind intended for host nation's beneficiaries are subject to value added tax.

___ It is my responsibility to read, understand, and comply with fire and safety regulations; environmental laws; local, state, and federal tax codes; and applicable host nation laws, decrees, and regulations.

___ Failure to submit complete recognition application requirements or bi-annual bylaw validation, will prevent my NFE from hosting any fundraiser or event onboard NAVSUPPACT Naples.

___ My NFE uses a private email address I will provide the office of the SJA. We will maintain the email address for continuity.

Organization Leader/Date

WAIVER OF INSURANCE REQUEST

MEMORANDUM

Date

From: [Head of the Organization, Name of Organization]
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: REQUEST FOR WAIVER OF INSURANCE COVERAGE REQUIREMENT ICO
[INSERT NAME OF NFE]

1. Respectfully request you waive the liability insurance requirement for the subject Non-Federal Entity (NFE) be granted a waiver of the requirement for liability insurance, pursuant to NAVSUPPACTNAPLESINST 1710.11F. Attached is a copy of the organization's current and prior year financial records. We understand Commanding Officer (CO), U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, may require liability insurance for specific events that involve greater risk of injury or damage.

2. We understand the members of the organization will be jointly and severally liable for the obligations of the organization.

3. Activities of this organization consist largely of activities with low risk of exposure to liability such as monthly meetings, parties, and other gatherings that do not involve strenuous activities or health and safety hazards.

4. We understand a liability insurance requirement waiver will be granted in conjunction with our approval to operate on base, unless NAVSUPPACT Naples CO expressly denies the waiver. The insurance requirement may be waived at the discretion of the NAVSUPPACT Naples CO for activities with low risk for liability exposure. Although a waiver releases the NFE from the insurance requirements herein, it does not protect the NFE or its members from civil claims or lawsuits. In no case may NAVSUPPACT Naples or any Department of the Navy or Department of Defense component assume liability for an NFE's activities.

(Title - Organization Leader)

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LIABILITY WAIVER (HOLD HARMLESS AGREEMENT)

[Name of NFE]:

Date

For and in consideration of the use of our participation in Non-Federal Entity (NFE) programs, events, activities, or U.S. Government facilities, the undersigned agrees to, release, waiver, indemnify, exonerate, hold harmless, and defend the United States of America, the U.S. Navy, U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, and the NAVSUPPACT Naples Morale, Welfare, and Recreation organization, and its assigns for any claims, demands and causes of action (including defense costs and attorney fees) arising out of or pertaining to any loss, damage, injury or death sustained by the undersigned and members of the undersigned's NFE and caused by any negligent act of omission, or breach of duty related to any NFE recreational activity, program, or event. This waiver applies whether or not any claim, demand, action, or suit is based on or alleged to be based on in part, the negligent act or act of omission, or similar conduct of those parties hereby released and indemnified.

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

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

(Title - Organization Leader)

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LIST OF OFFICERS AND MEMBERS

MEMORANDUM

Date

From: [Head of the Organization, Name of Organization]
To: Commanding Officer, U.S. Naval Support Activity Naples, Italy
Via: Staff Judge Advocate, U.S. Naval Support Activity Naples, Italy

Subj: LIST OF OFFICERS AND MEMBERS

1. LIST OF OFFICERS

PRESIDENT: (DO NOT LIST RATE/RANK)

Command:
Work Telephone:
Email:

VICE PRESIDENT: (DO NOT LIST RATE/RANK)

Command:
Work
Telephone:
Email:

Add any additional positions in accordance with your bylaws/constitution

2. LIST OF MEMBERS

- a. (Insert member name and email)
- b. (Insert member name and email)

(Title - Organization Leader)

PRIVACY ACT STATEMENT

AUTHORITY: 44 USC 31 - I. PRINCIPLE PURPOSE: Files are used locally to contact NFE officers for administrative purposes. ROUTINE USES: Used to locate personnel assigned to, attached, or tenanted at NAVSUPPACT Naples in response to specific inquiries from official government activities for the conduct of business. Files are used locally and administer programs and personnel. DISCLOSURE IS VOLUNTARY: Disclosure of cell/home phone numbers and box numbers is voluntary.

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SAMPLE REQUEST FOR SPECIAL EVENT OR FUNDRAISING ACTIVITY

Instructions. Complete this form and provide the original with all necessary attachments to the U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy, Staff Judge Advocate. Submit your request at least 14 days prior to the proposed event to: fct.na.sja_nsa_naples@eu.navy.mil.

Date: _____

From: [Insert requestor's name (do not include military rank) and name of organization]

To: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Via: (1) USNH Naples Preventive Medicine Department
(2) NAVSUPPACT Naples Safety Office
(3) NAVSUPPACT Naples Fire and Emergency Services
(4) Navy Exchange
(5) Morale, Welfare, and Recreation Department

Ref: (a) DoD Instruction 1000.15 of 24 October 08, Support for Non-Federal Entities Authorized to Operate on DoD Installations
(b) NAVSUPPACTNAPLESINST 1710.11F
(c) NAVSUPPACTNAPLESINST 11320.2G

Subj: REQUEST TO CONDUCT ACTIVITY ONBOARD U.S. NAVAL SUPPORT ACTIVITY NAPLES ICO [NAME OF NON-FEDERAL ENTITY]

Encl: NON-FEDERAL ENTITY ACTIVITY REQUEST FORM

1. The subject Non-Federal Entity (NFE) respectfully requests to conduct the following activity onboard U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy:

- a. Description of activity: _____
- b. Date(s): _____
- c. Location: _____

2. By initialing each line below, I certify the following to be true:

___ This proposed event is not part of continuous resale activity.

___ This proposed event does not involve the sale of alcohol gambling.

___ Only trained and certified food handlers will provide food during fundraising.

Enclosure (3)

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___ Prior approval from the NAVSUPPACT Naples, Italy, Fire Department has been obtained for our location to grill food. Proper safety precautions will be taken in accordance with reference (c).

___ Written schedule approval from Staff Judge Advocate has been obtained prior to requesting endorsement from NAVSUPPACT Naples Fire Department for carwash fundraising event,.

___ All military members will participate in civilian attire and in a non-duty status.

___ Government resources will not be used. The use of government resources (such as government supplies, equipment, and email) to advertise any sales is prohibited. This prohibition extends to using official NAVSUPPACT Naples letterhead to request event approval.

___ This event will not involve one-on-one solicitation of junior ranking members by higher-ranking participants in any fundraising effort.

___ This event will not duplicate or compete with the Navy Exchange or any non-appropriated fund instrumentality.

___ The Joint Ethics Regulation, DoD 5500.7-R is a punitive regulation, which prohibits Department of Defense employees from specific soliciting (directly asking) donations from local businesses.

___ Any in-kind or money donations intended for host nation beneficiaries are subject to value added tax.

___ Request approval extends only to the event type, date, location, and participants' info provided. We understand if we seek to change our event plans we would be required to obtain approval for any change.

___ Strict public health and safety protocols must be observed including, but not limited to: social distancing, wearing of masks, body temperature checks, maintaining a log book containing names and contact information of all attendees for three weeks for contact tracing, limit on personnel number per gathering, etc.

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

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NON-FEDERAL ENTITY ACTIVITY REQUEST FORM

FIRST ENDORSEMENT

From: USNH Naples Preventive Medicine Department (626-5486)

1. Your request is: approved / denied.
2. Comments: _____

Printed Name / Date

Signature

SECOND ENDORSEMENT

From: Safety Office, Naval Support Activity, Naples, Italy, Naples (626-4857)

1. Forwarded recommending: approval / disapproval.
2. Comments: _____

Printed Name / Date

Signature

THIRD ENDORSEMENT

From: Fire and Emergency Services, Naval Support Activity, Naples, Italy, Naples (629-4999)
(Only required when cooking/using stoves or fire hazards)

1. Forwarded recommending: approval / disapproval.
2. Comments: _____

Printed Name / Date

Signature

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FOURTH ENDORSEMENT

From: Navy Exchange (629-5313)

1. Forwarded recommending: approval / disapproval.

2. Comments: _____

Printed Name / Date

Signature

FIFTH ENDORSEMENT

From: Morale, Welfare, Recreation (629-7911)

1. Forwarded recommending: approval / disapproval.

2. Comments: _____

Printed Name / Date

Signature

FINAL ENDORSEMENT

From: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy (DSN: 314-626-4227; COMM: +39 081-568-4227)

1. Forwarded recommending: approval / disapproval.

2. Comments: _____

Printed Name / Date

Signature

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SAMPLE DISSOLUTION OF NON-FEDERAL ENTITY

Date

From: [Head of Organization, Name of Organization]

To: Commanding Officer, U.S. Naval Support Activity, Naples, Italy

Via: Staff Judge Advocate, U.S. Naval Support Activity, Naples, Italy

Subj: NOTICE OF DISSOLUTION ICO [NAME OF NON-FEDERAL ENTITY]

1. This is notification that the subject non-federal entity is dissolving. All assets have been disposed of in accordance with our bylaws, NAVSUPPACTNAPLESINST 1710.11F, and DoD 5500.7-R by (method of disposition of all assets).

2. The final audit was conducted by the following elected officials and three members or by an audit board appointed by the Commanding Officer, U.S. Naval Support Activity (NAVSUPPACT), Naples, Italy.

- | | |
|------------------|-----------|
| a. Name/Position | Signature |
| b. Name/Position | Signature |
| c. Name/Position | Signature |
| d. Member's name | Signature |
| e. Member's name | Signature |
| f. Member's name | Signature |

3. If you have any questions, please contact [insert contact name] who may be reached at [phone number] or at [email address].

(Title - Organization Leader)

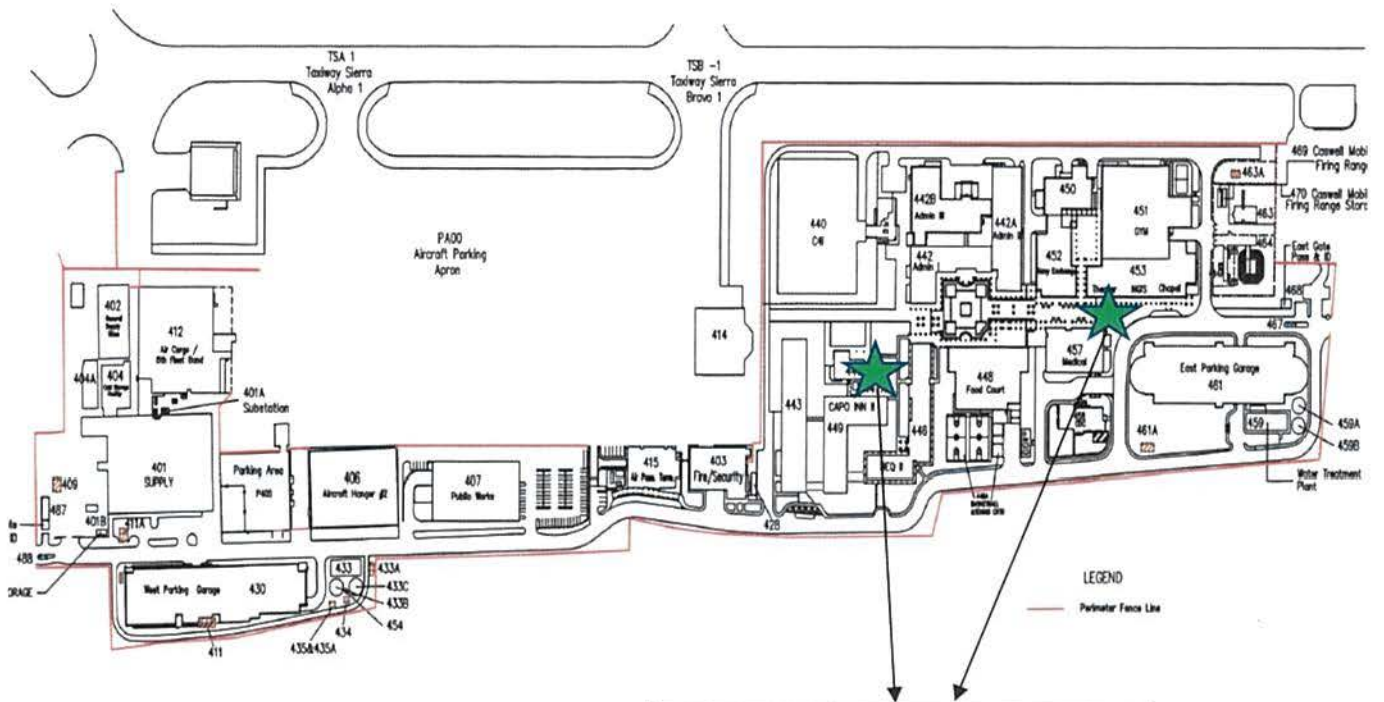
Enclosure (4)

MAPS OF APPROVED FUNDRAISING LOCATIONS AT CAPODICHINO AND SUPPORT SITE

CAPODICHINO MAP

NSA Naples Capodichino

Latitude: 40° 33' 11"N
Longitude: 14° 10' 48"E

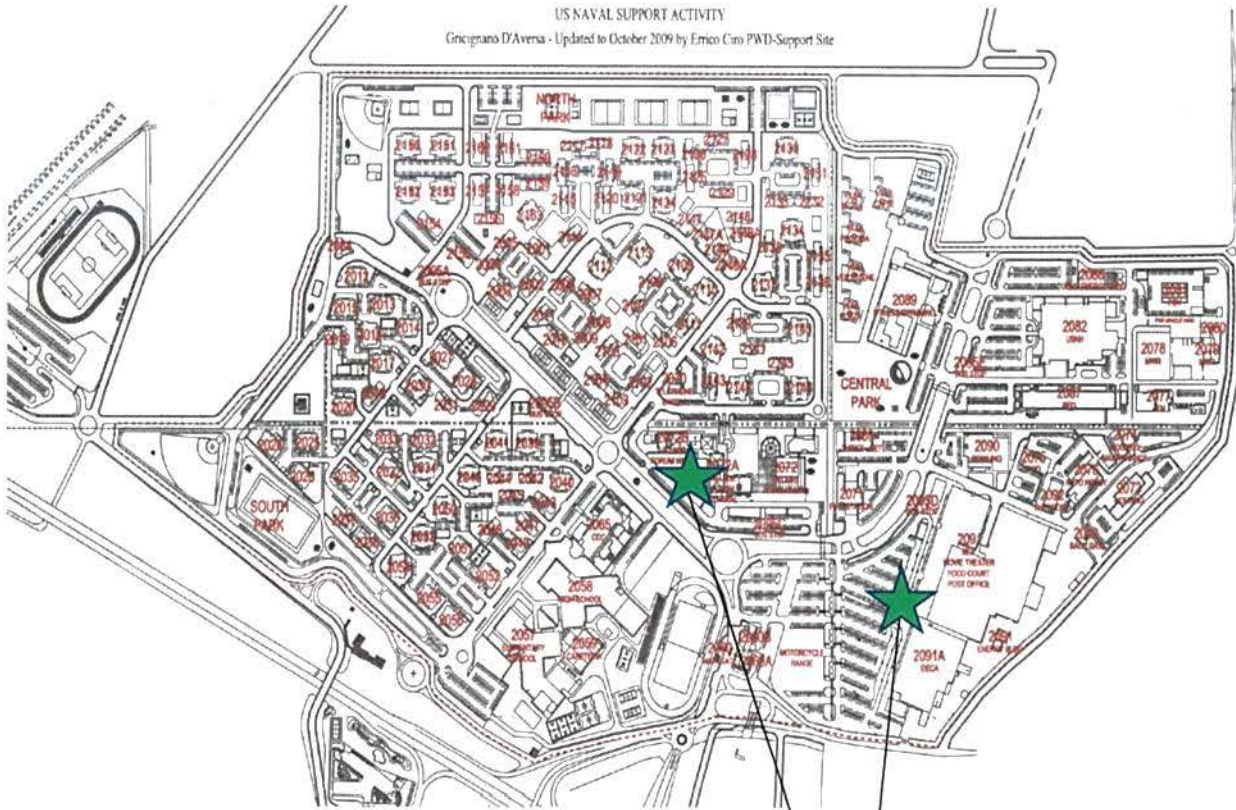


Approved fundraising locations at Capodichino:

- Area in front of Capo Theater
- NGIS barbecue area

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SUPPORT SITE MAP



Approved fundraising locations at Support Site, Gricignano:

- Area inside Village Forum
- Area in front of NEX and DECA