Memorandum of Understanding

between

The American National Red Cross

and

ARRL, the national association for Amateur Radio





American Red Cross

I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American National Red Cross (the "Red Cross") and the ARRL, the national association for Amateur Radio (the "ARRL"). This MOU provides a broad framework for cooperation between the two organizations in providing services to communities during or after a disaster event. Both Red Cross and ARRL are a "Party" under this MOU.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing services. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Organization Descriptions

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

The ARRL is the national membership association for Amateur Radio operators. The ARRL is a not-for-profit organization that engages in the promotion of interest in Amateur Radio communication and experimentation; the establishment of Amateur Radio networks to provide electronic communications in the event of disasters or other emergencies; the furtherance of the public welfare; the advancement of the radio art; the fostering and promotion of noncommercial intercommunication by electronic means throughout the world; the fostering of education in the field of electronic communication; the promotion and conduct of research and development to further the development of electronic communication; the dissemination of technical, educational and scientific information relating to electronic communication; and the printing and publishing of documents, books, magazines, newspapers and pamphlets necessary or incidental to any of the above purposes.

The Amateur Radio Emergency Service[®] (ARES[®]), a program of ARRL, consists of Amateur Radio licensees who have voluntarily registered their qualifications and equipment for communications duty in the public service when disaster strikes. Every licensed amateur, regardless of membership in ARRL or any other local or national organization is eligible to apply for membership in ARES. Training may be required or desired to participate fully in ARES. The local ARES Emergency Coordinator can provide specifics. Because ARES is an Amateur Radio program, only licensed radio amateurs are eligible for membership. The possession of emergency-powered equipment is desirable, but is not a requirement for membership.

IV. Methods of Cooperation

In order to establish a partnership between ARRL and the Red Cross to provide assistance to communities impacted by disaster events in the United States, the following roles and responsibilities are agreed upon:

1. Communication between organizations

Representatives of ARRL and the Red Cross national organizations will maintain open communication. Both parties will encourage their respective chapters and units to maintain open communication at the state and local levels. Each party will share current data regarding disasters (except for information which may be confidential or privileged), disaster situational and operational reports, changes in policy or personnel relating to this MOU, and any additional information pertinent to disaster preparedness, response and recovery. See Attachment A: Organization Contact Information.

2. Engagement at the Local Level

- a. ARRL will encourage its units to engage in discussions with local Red Cross field units to develop plans for local response or disaster relief operations.
 - To locate a Red Cross chapter, go to <u>www.redcross.org</u> "Find Your Local Red Cross."
- b. Red Cross will encourage its field units to engage in discussions with ARRL in their respective jurisdictions to develop plans for local response or disaster relief operations.
 - To locate an ARRL representative, ARES group or ARRL affiliated club contact the ARRL Section Manager. Information can be found online at <u>www.arrl.org/sections</u> or by contacting the ARRL Emergency Preparedness Manager listed in *Attachment A*.

3. Preparedness Activities

Both organizations will:

- a. Make training and educational opportunities available to each other.
- b. Collaborate on pre-disaster planning by determining up front how each organization can assist each other during a response to ensure effective and timely action.
- c. Develop a knowledge base of expertise, experience, and capabilities of each organization. Commit to regular engagement, planning and joint exercises to strengthen capabilities.
- d. Encourage each other to participate in community preparedness activities that support this partnership agreement, one example of a community activity is the Red Cross Home Fire Campaign.
- e. The Red Cross will encourage regions or chapters to participate in *ARRL Field Day*, the Simulated Emergency Test (SET) and other emergency exercises. Participation may take many forms, including Red Cross officials visiting and touring sites to better understand the capabilities of local ARRL volunteers and ARES® units, or the joint use of Red Cross equipment such as vehicles or trailers.

4. Response Activities

- a. National headquarters coordination: Operational coordination between Red Cross national headquarters and ARRL headquarters will occur through the primary points of contact as shown in Attachment A, Organization Contact Information or other officially designated staff.
- *b. Communications:* Whenever there is a disaster requiring the use of amateur radio communications resources and/or facilities, the local Red Cross region or chapter may request the assistance of the local ARES organization responsible for the jurisdiction of the scene of the disaster. This assistance may include:
 - alert and mobilization of ARRL ARES® personnel in accordance with a prearranged plan;
 - establishment and maintenance of fixed, mobile, and portable station emergency communication facilities for local radio coverage;
 - point-to-point contact between Red Cross personnel and locations;
 - the maintenance of the continuity of communications for the duration of the emergency period until normal communications channels are substantially restored, or until radio communications are no longer necessary in support of the response to the disaster.
- *c. On-scene cooperation:* Both ARRL volunteers and American Red Cross workers will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties as recommended in *Attachment D, ARRL Roles on Red Cross Disaster Relief Operations.*
- *d.* Concept of Operations the Red Cross uses the National Incident Management Systems (NIMS) and the Incident Command System (ICS) in its concept of operations for disaster response management. ARES teams supporting Red Cross may be asked to supply or use Incident Command Systems forms for planning and tracking operations.
- e. ARRL volunteers supporting Red Cross disaster operations:
 - i. Local Red Cross regions and ARRL units will develop protocols and processes for information sharing, disaster notification, joint response activities for disaster relief efforts.
 - ii. When the Red Cross requests assistance from ARRL volunteers, the Red Cross will inform ARRL volunteers where to report and their point of contact. Their point of contact at that location or locations will provide to those ARRL volunteers access to the location(s) where their assistance is required by the Red Cross.
- *f. Equipment sharing:* Each organization may request equipment for temporary use to support operations. The specifics of responsibility and liability of the loaned equipment will be developed as part of plans and procedures, in writing, and are separate from this agreement.
- *g. Health and Welfare Messages:* The Red Cross processes general welfare messages through the Red Cross Safe and Well web site. ARRL volunteers are encouraged to assist in registering people on the Safe and Well website by

passing the required information from a point in the disaster area to someone outside the disaster area who can enter the information on the Safe and Well website. No special training or pre-defined agreements are necessary for ARRL volunteers to do this. <u>The Safe and Well</u> website is located on <u>www.redcross.org</u>

5. ARRL Radio Operators

- *a. Radio station operations:* It is understood and agreed that amateur radio operators, being licensed and regulated by the Federal Communications Commission (FCC), shall at all times exercise sole and exclusive control over the operation of their radio stations. Such control cannot be surrendered or delegated, in accordance with Federal law.
- *b. Radio operators:* It is understood and agreed that radio operators have skills that extend beyond amateur radio frequencies and equipment. These skills may be applied to operate on Red Cross frequencies and equipment.
- *c. FCC Licenses:* The Red Cross is responsible for any licensing arrangements necessary for Red Cross operations that occur outside amateur radio licenses, or any amateur radio licenses established by American Red Cross Amateur Radio Club Stations. Individual amateur radio operators are responsible for the maintenance and renewal of their personal licenses.

6. Mutual Support

- a. Shared members: Each organization will welcome interested volunteers to become members and participate in the activities of the other organization. Such volunteers shall meet the standards, have the responsibilities and be entitled to the privileges of each organization. ARRL volunteers interested in becoming Red Cross volunteers should understand that a background check is a requirement to be a volunteer.
- b. ARRL volunteers supporting the Red Cross: ARRL may provide volunteers to assist the American Red Cross with communications in support of disaster relief activities as may be mutually agreed upon at the local and national levels. The ARRL does not require the completion of a criminal background check to participate in ARRL volunteer programs. However, radio amateurs acting as ARRL volunteers under the terms of this agreement shall not be requested or required to consent to nor undergo a background check in order to provide a communication function on behalf of the Red Cross.
- c. Red Cross volunteers supporting the ARRL: Red Cross volunteers affiliated with a local region or chapter that holds a valid Federal Communications Commission (FCC) Amateur Radio License are encouraged to participate in the Amateur Radio Emergency Service (ARES®) program to develop emergency communications skills, cross-train in local disaster drills and exercises, and integrate region or chapter communications resources into the local emergency management structure.

7. Local Collaboration

Each organization will encourage its local units to explore opportunities for collaboration. Local Red Cross regions and ARRL units can define specific details about how they will coordinate their activities by using *Attachment C, Sample Statement of Cooperation for local organizational units. Attachment C* may be modified by joint agreement by each organization's local point of contact. Nothing in *Attachment C* will conflict with the national MOU.

V. General

- a. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.
- b. Both parties will keep the public informed of their cooperative efforts.
- c. Both parties will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.
- d. Both parties will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. ARRL agrees to adhere to Attachment B the Principles of Conduct for the International Red Cross and Red Crescent Movement and NGO's in Disaster Response Programs as it applies to disaster-caused situations in the USA.

VI. Periodic Review and Analysis

Representatives of the Red Cross and ARRL will jointly evaluate their progress in implementing this MOU every two years and revise and develop new plans or goals as appropriate.

VII. Term and Termination

This MOU is effective as of the date of the last signature below and expires five years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

IX. Signatures

	American National Red Cross		ARRL
By:	Fall Signature	By:	Mery Craeque
Name:	Richard Reed	Name:	Kay Craigie
	Print Name		Print Name
Title:	Senior Vice President	Title:	
	Disaster Cycle Services		President, ARRL
	Print Title		Print Title
Date:	01/22/16	Date:	January 7, 2016

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

<u>NOTE</u>: When any attachment is updated, the revised attachment is dated and inserted in the MOU. The MOU *does not* need to be signed again.

Relationship Manager* and Operational Contact**

American National Red Cross		ARRL	
Contact	Mary DeWitt Dia	Contact	Michael P. Corey
Title	Sr. Associate, Community	Title	Emergency Preparedness Manager
	Mobilization and Partnerships		
Office phone	202-303-7501	Office phone	860-594-0222
Mobile	202-412-4401	Mobile	860-518-4124
e-mail	Mary.dewitt-dia@redcross.org	e-mail	ki1u@arrl.org

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

**The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOU.

American National Red Cross Disaster Services Technology POC		
Contact	Contact Jason Shapiro	
Title	Sr. Director, Disaster Field IT Support and Operations	
Office phone	303-607-4738	
Mobile	303-607-4738	
e-mail	Jason.Shapiro@redcross.org	

Organization Information

	American Red Cross		ARRL
Department	Community Mobilization and	Department	ARRL
	Partnerships		
Address	2025 E Street, NW	Address	225 Main Street
	Washington, DC 20006		Newington, CT 06111-1494
e-mail	NGOPartners@redcross.org	e-mail	info@arrl.org
Website	http://www.redcross.org/	Website	www.arrl.org

ATTACHMENT B

Principles of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs

Principle Commitments:

- 1. The Humanitarian imperative comes first.
- 2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
- 3. Aid will not be used to further a particular political or religious standpoint.
- 4. We shall endeavor not to act as instruments of government foreign policy.
- 5. We shall respect culture and custom.
- 6. We shall attempt to build disaster response on local capacities.
- 7. Ways shall be found to involve program beneficiaries in the management of relief aid.
- 8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
- 9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
- 10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at <u>http://www.ifrc.org/en/publications-and-reports/code-of-conduct</u>

The Code Register

The International Federation keeps a public record of all the humanitarian organizations that become <u>signatories of</u> the code. The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the registration form.

ATTACHMENT C – Sample Statement of Cooperation for Local Organizational Units

American Red Cross XXX Region or Chapter and <<XXX>>>Cooperative Agreement

The purpose of this Statement of Cooperation is to document the relationship between the American Red Cross XXXXX region or chapter and the <<XXX (insert ARRL Section, ARES® unit or local radio club)>> for the purposes of disaster planning and response. This Statement of Cooperation provides the methods of cooperation between the two organizations in providing services to communities during or after a disaster event, as well as other services for which cooperation may be mutually beneficial. This Statement of Cooperation incorporates by reference the details and limitations contained in the national MOU between the American Red Cross and the ARRL, the national association for Amateur Radio (the "ARRL"). Each organization retains its own identity in providing services, and each is responsible for establishing its own policies and financing its own activities.

Concept of Cooperation

The American Red Cross XXXXX region or chapter and <<XXXX>> agree to the methods of cooperation listed in the American Red Cross and ARRL national MOU. In addition, they agree to the following specific local methods of cooperation.

The American Red Cross XXXXX region or chapter will:

- Incorporate <<XXX>> in its response plans (EXAMPLE)
- Provide preparedness training opportunities (EXAMPLE)
- Provide shelter training (EXAMPLE)

<<XXX>> will:

- Provide personnel to assist with communications in support of disaster relief roles as agreed upon (EXAMPLE)
- Expand their communications support to other activities within the disaster response system (Disaster Assessment, ERV driving)
- Add another action as needed (EXAMPLE)

This Statement of Cooperation is effective as of the date of the last signature below and expires on ______. It may be terminated by written notice from either party to the other at any time.

Neither party to this Statement of Cooperation has the authority to act on behalf of the other party or bind the other party to any obligation. This Statement of Cooperation is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this Statement of Cooperation shall be termination, with no damages or penalty.

The primary points of contact die.		
American Red Cross XXXXX region	Local ARES unit name	
Contact name: e-mail: Office: Mobile:	Contact name: e-mail: Office: Mobile:	

The primary points of contact are:

Signatures

By:		By:	
_	Signature American Red Cross		Signature ARRL
Name:		Name:	
	Print Name		Print Name
Title:	Regional Disaster Officer	Title:	Section Manager or
			Section Emergency Coordinator
	Print Title		Print Title
Date:		Date:	
Review I	Date (after one year):		

ATTACHMENT D – ARRL Roles on a Red Cross Disaster Relief Operation

During a Red Cross Disaster Relief Operation (DRO), ARRL volunteers may perform in any of the following roles. These are examples of actual roles; they may or may not actually be included in all operations depending on the needs of the operation. It is possible that one person can support multiple roles or one role may require support from several people. This is not an exhaustive list and ARRL volunteers who have taken Red Cross Disaster Services training can participate in other roles. ARRL volunteers who are assigned roles by the Red Cross during a DRO will be provided with Red Cross credentials as required by the role, consistent with Red Cross policy.

Amateur Radio Liaison: This role is for a person who is familiar with both Red Cross and local amateur radio operations. This role would establish contact with the local ARES unit, amateur radio club and repeater owners to provide a single technical-level point of contact for the DRO. If local agreements already exist, this role could be pre-designated. It would be expected that this role would be linked to a similar role in the partner organization.

Communication Equipment Operator: This is a standard radio operator role for someone who would operate a two-way radio or other communication device at a fixed facility or mobile/portable location to support the DRO. They would pass messages from point to point either directly or through a message relay. Operators may use DRO-issued equipment or personally-owned equipment, and they may be on amateur radio frequencies or frequencies coordinated or licensed by the Red Cross.

Communication Equipment Installation/Repair: This is a more technically hands-on role than the Operator. In this role, the person would be asked to temporarily install two-way radio equipment into a facility or vehicle that is under Red Cross authority through ownership, lease or rental. The equipment could include base-station radios, mobile radios and appropriate antennas. Equipment may also require field repairs, such as the radios installed into Red Cross emergency response vehicles (ERVs).

Disaster Assessment: Individuals who have taken the necessary training with the Red Cross can assess the damage caused by a disaster, and use their radio skills to relay that information back to a central point that will use the information to develop a complete picture of the event.