

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 preparing for and responding to disaster relief situations at all levels in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

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 is a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross provides relief to victims of disasters and helps people prevent, prepare for and respond to emergencies. 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.

IV. Methods of Cooperation

The Red Cross and ARRL desire to expand their mutually-beneficial relationship to enhance community disaster preparedness and coordinate disaster planning and response activities as follows:

Relationship building

- **Open Communications:** Each organization will share current appropriate data regarding disasters, disaster declarations, and changes in regulations, technology and legislation related to communications. The same interaction and liaison will be encouraged at all levels of both organizations, to include all Red Cross chapters, ARRL sections and subordinate levels.
- **Local partnerships:** Each organization will encourage its local units to communicate with the other organization's corresponding local unit to explore opportunities for collaboration. These units may perform cooperative efforts such as disaster planning and preparedness, first aid, cardiopulmonary resuscitation (CPR), health courses, communications training and licensing, and community disaster education. Cooperative efforts could include participation in predisaster planning or any other of the methods of cooperation listed here or as listed in the sample local agreement found in *Attachment C, Sample Statement of Cooperation for local organizational units*. *Attachment C* may be modified or updated by joint agreement of each organization's points of contact (listed in *Attachment A, Organization Contact Information*) without requiring a resigning of this MOU.
- **Shared members:** Each organization will encourage 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 supporting the Red Cross:** The ARRL may provide volunteers to assist the American Red Cross with communications in support of disaster relief roles as may be mutually agreed upon at the local and national levels.
The Red Cross requires the completion of a criminal background check to participate in Red Cross activities. A criminal background check may be performed through the Red Cross process at no cost to the volunteer, or by State or local law enforcement agency at the volunteer's own initiative and expense. The Red Cross is only responsible for the costs of background checks conducted through their processes.
The ARRL accepts the requirement of a criminal background check for volunteers but prefers that such checks be performed by law-enforcement entities. The Red Cross agrees that ARRL volunteers shall not be asked or required to consent to credit checks, mode of living investigations, or investigative consumer reports in order to provide a communications function.
- **Red Cross members supporting the ARRL:** Red Cross volunteers affiliated with a local Chapter that hold 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 Chapter communications resources into the local emergency management structure.

Assumptions

- **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.
- **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.
- **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.

Activities

- **Training:** The Red Cross recognizes the leadership and expertise of the ARRL in the area of amateur radio communications. Where appropriate, the Red Cross will rely on materials created by the ARRL to train radio communicators. Additionally, the ARRL offers training in Amateur Radio emergency communications that is mutually beneficial to the ARRL and to the American Red Cross. Volunteers holding valid ARRL Emergency Communications certificates of completion will be recognized for this knowledge.
- **Joint exercises:** Chapters, Sections and subordinate units of each organization will be encouraged to engage in joint training exercises.
- **ARRL Field Day:** The Red Cross will encourage all 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.
- **Planning:** Planning needs will be identified, tasked and completed to address issues beneficial to both organizations in responding to events. Such issues can be, but are not limited to pre-staging communications equipment, coordination of Mass Care and Damage Assessment support activities, and catastrophic disaster plans for high risk areas of the United States.

During disasters

- **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*.
- **National HQ coordination:** Operational coordination between Red Cross HQ and ARRL HQ will occur through the primary points of contact as shown in *Attachment A, Organization Contact Information* or other officially designated staff. Reports and data that are mutually beneficial to each organization's operations and mission assignments

will be exchanged.

- **Communications:** Whenever there is a disaster requiring the use of amateur radio communications resources and/or facilities, the local Red Cross 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 to support the disaster response, mobile, and portable station emergency communication facilities for local radio coverage; point-to-point contact between Red Cross personnel and locations; and 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.
- **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.
- **Health and Welfare Messages:** The Red Cross processes general welfare messages through the Red Cross Safe & Well web site. ARRL volunteers are encouraged to assist in registering people on the Safe & 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 & Well website. No special training or pre-defined agreements are necessary for ARRL volunteers to do this. [The Safe and Well](http://www.redcross.org) website is located on www.redcross.org.

V. General

- a. The Red Cross and ARRL will use or display the name, emblem, or trademarks of the other organization only in the case of defined projects and only with the prior, express, written consent of the other organization.
- b. The Red Cross and ARRL will keep the public informed of their cooperative efforts through their public information offices during the time of disaster.
- c. The Red Cross and ARRL will widely distribute this MOU within the respective departments, administrative offices and subordinate levels of each organization and urge full cooperation.
- d. The Red Cross and ARRL will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. Local units of the Red Cross and subordinate levels in the ARRL Field Organization that desire a localized MOU to meet specific needs and conditions will utilize a format as shown in *Attachment C, Sample Statement of Cooperation for local organizational units*.
- f. ARRL agrees to adhere to *Attachment B - the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief* as it applies to disaster-caused situations in the USA. Attachment B will not be changed without a resigning of the MOU by both parties.

VI. Periodic Review and Analysis

Representatives of the Red Cross and ARRL will, on an annual basis on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU 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 on MARCH 24, 2015 five years from the signature date. The parties may extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. It may be terminated by written notice from either party to the other at any time.

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 Red Cross		ARRL	
By:	 _____ Signature	By:	 _____ Signature
Name:	Joseph C. Becker _____ Print Name	Name:	Kay Craigie _____ Print Name
Title:	Senior Vice President, Disaster Services _____ Print Title	Title:	President, ARRL _____ Print Title
Date:	<u>March 25, 2010</u> _____	Date:	<u>March 25, 2010</u> _____

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. Contact changes do not require any renegotiation of this MOU.

Relationship Manager* and Operational Contact**

American Red Cross		ARRL	
Contact	Keith Robertory	Contact	David Patton
Title	Manager, Disaster Technology	Title	Manager, Membership and Volunteer Programs
Office phone	202-303-8628	Office phone	860-594-0272
24x7 Contact	202-303-4126	Mobile	
e-mail	robertoryk@usa.redcross.org or dst@usa.redcross.org	e-mail	nn1n@arrrl.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.

Organization Information

American Red Cross		ARRL	
Department	Disaster Services Technology	Department	ARRL
Address	2025 E Street, NW Washington, DC 20006	Address	225 Main Street Newington, CT 06111-1494
e-mail	dst@usa.redcross.org	e-mail	info@arrrl.org
Website	http://www.redcross.org/	Website	www.arrrl.org

ATTACHMENT B

**Code of Conduct for
The International Red Cross and Red Crescent Movement
and
NGOs in Disaster Relief**

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 <http://www.ifrc.org/publicat/conduct/>

The Code Register

The International Federation is keeping a public record of all those NGOs who register their commitment to the Code. The full text of the Code including a [registration form](#) is published by the International Federation and is available upon request. (Telephone +41 22 7304222, Fax +41 22 7330395).

Non-governmental Organizations who would like to register their support for this Code and their willingness to incorporate its principles into their work should fill in and return the [registration form](#).

ATTACHMENT C – Sample Statement of Cooperation for local organizational units**American Red Cross XXX Chapter and <<XXX>> Cooperative Agreement**

The purpose of this Statement of Cooperation is to document the relationship between the American Red Cross XXXXX 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 rendering assistance and service to victims of disaster, 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 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 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 are:

American Red Cross XXXXX Chapter Contact: e-mail: Office: Mobile:	<<XXX>> Contact: e-mail: Office: Mobile:
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Signature American Red Cross XXXXX Signature <<XXX>>

Print Name: _____ Print Name: _____

Date: _____ Date: _____

Review Date (after one year): _____

ATTACHMENT D – ARRL Roles on Red Cross Disaster Relief Operations

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 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.