



UNITED STATES MARINE CORPS  
MARINE CORPS RECRUIT DEPOT/EASTERN RECRUITING REGION  
PO BOX 19001  
PARRIS ISLAND, SOUTH CAROLINA 29905-9001

IN REPLY REFER TO:  
DepO 5760.4J  
MCCS  
26 APR 2021

DEPOT ORDER 5760.4J

From: Commanding General  
To: Distribution List

Subj: PRIVATE ORGANIZATIONS OPERATING ABOARD MARINE CORPS RECRUIT  
DEPOT PARRIS ISLAND

Ref: (a) MCO 5760.4C, Dated 2010  
(b) DoD 5500.7-R W/CH 1-7 (Nov 17, 2011), "Joint Ethics Regulations (JER)," March 23, 2006  
(c) DoD Instruction 1000.15, "Procedures and Support of NFEs Authorized to Operate on DoD Installations," October 24, 2008  
(d) Section 2852 of the National Defense Authorization Act for Fiscal Year 2013

Encl: (1) Memorandum of Agreement (Insurance Required)  
(2) Memorandum of Agreement (Insurance Not Required)  
(3) Waiver of Liability and Assumption of Risk Agreement  
(4) Authorized Support for Private Organizations  
(5) Review Checklist for Private Organizations  
(6) Sample Letter Requesting Establishment of Private Organization  
(7) Sample Financial Statement

1. Situation. To establish policy and procedural guidance concerning the establishment, operation, support, and over-sight for private organizations (PO) and informal funds authorized to operate aboard Marine Corps Recruit Depot Parris Island (MCRDPI) & Eastern Recruiting Region (ERR). According to reference (a), Department of Defense (DoD) policy requires that procedures be established for the operation of PO on DoD installations to prevent official sanction, endorsement, or support except as authorized by reference (b). Unauthorized expenditures of appropriated funds or non-appropriated funds in support of these organizations and funds are prohibited.

2. Cancellation

a. DepO 5760.4H.

b. Summary of Changes. This revision contains a number of changes. It should be reviewed in its entirety.

3. Mission. This Order provides policy, guidance, information, and procedures concerning the support for PO and informal funds authorized to operate on MCRDPI/ERR.

4. Execution

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

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. This command shall comply with reference (a) through (d) and related orders relevant to non-federal entities. PO shall operate on this installation only with the express permission of the Commanding General (CG). Marine Corps Community Services (MCCS) will serve as the staff section responsible for providing general administrative oversight of this command's PO program.

(2) Concept of Operations

(a) Reference (a) gives the term "private organization" has a unique definition. It describes PO as certain non-federal entities that seek to operate aboard a military installation. To operate aboard a military installation means to conduct regular activities, including, but not limited to, planning and organizational activities, aboard the installation. It excludes outside non-federal entities that operate off the installation and seek to use a facility at the installation for a one-time or infrequent activity for a limited time and purpose. They are established, operated, and controlled by any individual(s) acting outside the scope of any official capacity as officers, employees, or agents of the Federal Government. Membership in these organizations consists of individuals acting exclusively outside the scope of any official capacity as officers, employees, or agents of the Federal Government.

(b) All PO, including existing POs, shall enter into a Memorandum of Understanding with the CG, MCRDPI/ERR. Existing PO shall begin this process within 30 days after this Order is issued. New POs shall enter into a memorandum of understanding with the CG, MCRDPI/ERR, before commencing operations on the installation.

(c) Existing PO shall come into compliance with this Order and the references within 90 days after the date of this Order. New PO shall not commence operations aboard MCRDPI/ERR until they have complied with this Order and the references. Compliance will be certified to the CG by the Director, MCCS.

(d) PO will remain in compliance with this Order and the references at all times. If a PO is found to be in violation of this Order, the CG will review the facts and circumstances in consultation with the MCCS Director and the Office of Lowcountry Counsel or appropriate legal counsel, and decide the appropriate course of action. Such actions may range from the issuance of a warning to immediate revocation of permission to operate aboard the installation.

(e) In addition to the organizations provided unique support or exempt from some PO requirements identified in reference (a) and (b), the following organization-specific guidance is provided:

1. Parris Island Museum and Historical Society (PIMHS). The PIMHS is a PO that is required to comply with references (a) through (c) and this Order. Additionally, pursuant to reference (d), the CG may enter into a cooperative agreement with the PIMHS for the purpose or supporting the military museum program aboard MCRDPI/ERR. The cooperative agreement may include, but may not be limited to, specific operational requirements, financial oversight, and the administration of gifts of service to the military museum program aboard MCRDPI/ERR. Because of the special rules

applicable to cooperative agreements, parties may only enter into such an agreement after consultation with the Eastern Area Counsel Office.

(3) Informal Funds. Certain unofficial activities conducted aboard MCRDPI/ERR do not need formal authorization because of the limited scope of their activities. Examples are office coffee funds and plaque funds. These funds are often improperly referred to as "unit funds," however, these funds are not Government money and do not belong to a unit or the Marine Corps. The money in informal funds belongs to the members of the fund in their personal private capacity. No one may be required to donate to an informal fund. These funds shall be operated in accordance with references (a) and (b). If there is a question regarding whether or not the funds are "informal funds" consult the Office of Lowcountry Council or appropriate legal counsel.

(4) Subordinate Element Missions. In addition to the duties and instructions in references (a) and (b), MCRDPI/ERR subordinate elements shall conduct the following:

(a) Assistant Chief of Staff, G-4 shall: Coordinate with the appropriate legal counsel and Naval Facilities Engineering Command on all real estate issues to ensure compliance with applicable references and directives. Although MCCS has lead on maintaining files on every PO authorized to operate aboard MCRDPI/ERR, G-4 shall maintain records of real property out-grants.

(b) Director, MCCS shall:

1. Create and maintain a file on every PO authorized by the CG to operate aboard the Depot. The file must contain the PO's authorization documents (e.g., by-laws), the Depot's appropriate legal opinion, the PO's written request to operate MCRDPI/ERR (i.e., the MOU), proof of insurance or the CGs written waiver, and signed hold harmless agreements from each member of the organization's executive leadership (examples provided with Enclosure 1-7).

2. Maintain and update a list of PO authorized to operate aboard MCRDPI/ERR no later than 1 January of each year.

3. Conduct regular inspections of PO activities on the installation. Advise the Commanding General of circumstances where any PO is no longer in compliance with this Order.

4. Receive and review financial records from PO.

(c) Comptroller shall: Assist G-4 with necessary expense determinations and other fiscal issues concerning PO.

(d) Office of Lowcountry Council or appropriate legal counsel shall: Conduct a written legal review of every PO initial request to operate aboard MCRDPI/ERR.

(4) In addition to the requirements of this Order, references (a) through (d), and enclosures (1) through (7) the following rules shall apply to PO operating aboard MCRDPI/ERR:

(a) PO shall not compete with MCCS revenue generating businesses or engage in retail activity except with the express written consent of the

counsel. The CG is authorized to eliminate duplication of services, particularly when these services are found to be in competition with MCRDPI/ERR's revenue generating activities.

(b) PO are prohibited from selling alcoholic beverages on MCDPI/ERR. Those PO permitted to use government facilities will not distribute or possess alcoholic beverages aboard MCRDPI/ERR unless authorized to do so.

(c) PO shall have adequate insurance to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the organization or one or more of its members acting on its behalf, including the operation of any equipment, apparatus, or device under control and responsibility of the PO.

(d) All PO members must have a signed hold harmless agreement to be kept on file within the organization (enclosure 3).

(e) All PO operating aboard MCRDPI/ERR with gross annual revenues in excess of \$12,000 shall produce an independent annual review no later than 60 days after the end of their fiscal year. MCCA shall annually review the ledgers of all PO operating aboard MCRDPI/ERR with gross annual revenues of \$12,000 or less. Annual review of financial records such as balance sheets are required from all PO authorized to operate aboard MCRDPI/ERR. (sample in enclosure 7)

(f) Waivers of this Order must be authorized in writing by the CG, MCRDPI/ERR.

#### 5. Administration and Logistics

a. Recommendations for changes or modifications to this Order will be provided to the Director, MCCA.

b. Directives issued by MCRDPI/ERR PI are published and distributed electronically. Electronic versions can be viewed on the G-1 SharePoint.

#### 6. Command and Signal

a. Command. This Order is applicable to MCRDPI/ERR. This Order does not apply to the activities of MCRDPI/ERR Non-appropriated Fund Instrumentalities (NAFIs), billeting funds, and chaplain's religious offering funds.

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

  
J. L. NETHERCOT

DISTRIBUTION: A

26 APR 2021

Memorandum of Agreement (Insurance Required)

MEMORANDUM OF AGREEMENT  
(INSURANCE REQUIRED)

BETWEEN

MARINE CORPS RECRUIT DEPOT, PARRIS ISLAND, SOUTH CAROLINA

AND

(NAME OF ORGANIZATION)

I. PURPOSE. The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Recruit Depot, Parris Island. For the purpose of this agreement, Marine Corps Recruit Depot, Parris Island will hereinafter be referred to as MCRDPI and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCRDPI representative for this agreement is the Director, Marine Corps Community Services (MCCS).

II. TERMS AND AGREEMENTS OF AGREEMENT:

a. MCRDPI Hereby Agrees:

(1) That upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

b. (Name of Organization) Hereby Agrees:

(1) That in the event of mobilization, or other emergencies, MCRDPI retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCRDPI retains the right to bar persons who violate Federal Regulations pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct while aboard MCRDPI.

(4) To reimburse MCRDPI for damages to government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCRDPI will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To provide third-party personal injury liability insurance and name the Commanding Officer, Marine Corps Recruit Depot Parris Island as an additional insured party under any such insurance policy. The aforesaid policy is to protect the United States against liability arising out of or incident to (Name of Organization) activities or its use of facilities or equipment incident thereto.

(6) That all insurance required by this agreement shall be in such form, for such amounts, and for such periods of time as MCRDPI may require. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be submitted to, and approved by, the MCRDPI representative prior to use of MCRDPI premises, facilities, or equipment. (Name of Organization) further agrees to provide written notice 30 days prior to the termination of existing insurance policies.

(7) Do not engage in activities that compete with those of any nonappropriated fund instrumentality aboard MCRDPI.

(8) To submit amendments to (Name of Organization) constitution, By-Laws, or Articles of Agreement to the MCRDPI representative for review prior to enactment of any changes.

(9) To limit membership to not more than one-third civilian personnel of the total membership strength.

(10) To request the use of clubs, meeting rooms, or other accommodations from the MCRDPI representative at least 30 days in advance.

(11) To include an acknowledgement in (Name of Organization) constitution, By-Laws, or Articles of Agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by South Carolina State law.

(12) That mere membership in (Name of Organization) does not confer the privilege of using MCRDPI facilities. Only (Name of Organization) members authorized to do so in their own right can utilize such facilities.

III. **MODIFICATIONS.** Either party to this agreement may initiate agreement reviews and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

IV. **EFFECTIVE DATE.** This Memorandum of Agreement will become effective upon its execution and shall remain in force through (Date) or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding Officer (Director, MCCS).

V. **VIOLATIONS.** Violation of any of the terms of this Memorandum Of Agreement gives the Commanding General MCRDPI or his/her agent, the authority to cancel this agreement without advance notice to (Name of Organization).

XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
NAME  
Title  
(Name of Organization)  
(Address)  
(City, State, Zip)

Memorandum of Agreement (Insurance Not Required)

MEMORANDUM OF AGREEMENT  
(INSURANCE NOT REQUIRED)

BETWEEN

MARINE CORPS RECRUIT DEPOT, PARRIS ISLAND, SOUTH CAROLINA

AND

(NAME OF ORGANIZATION)

I. PURPOSE. The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Recruit Depot, Parris Island. For the purpose of this agreement, Marine Corps Recruit Depot, Parris Island will hereinafter be referred to as MCRDPI and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCRDPI representative for this agreement is the Director, Marine Corps Community Services (MCCS).

II. TERMS AND AGREEMENTS OF AGREEMENT:

a. MCB Hereby Agrees:

(1) That upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

b. (Name of Organization) Hereby Agrees:

(1) That in the event of mobilization, or other emergencies, MCRDPI retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCRDPI retains the right to bar persons who violate Federal Regulations pertaining to security, fire, safety, and health, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, safety, health, solicitation of funds or commerce, and conduct while aboard MCRDPI.

(4) To reimburse MCRDPI for damages to government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCRDPI will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To ensure that all members will sign the Waiver of Liability and Assumption of Risk Agreement prior to participating in any activities aboard MCRDPI. All waivers must be submitted to the MCRDPI representative prior to use of MCRDPI premises, facilities, or equipment.

(6) Do not engage in activities that compete with those of any non-appropriated fund instrumentality aboard MCRDPI.

(7) To submit amendments to (Name of Organization) constitution, By-Laws, or Articles of Agreement to the MCRDPI representative for review prior to enactment of any changes.

(8) To limit membership to not more than one-third civilian personnel of the total membership strength.

(9) To request the use of clubs, meeting rooms, or other accommodations from the MCRDPI representative at least 30 days in advance.

(11) To include an acknowledgement in (Name of Organization) constitution, By-Laws, or Articles of Agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by South Carolina State law.

(12) That mere membership in (Name of Organization) does not confer the privilege of using MCRDPI facilities. Only (Name of Organization) members authorized to do so in their own right can utilize such facilities.

III. MODIFICATIONS. Either party to this agreement may initiate agreement reviews and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

IV. EFFECTIVE DATE. This Memorandum of Agreement will become effective upon its execution and shall remain in force through \_\_\_\_\_ (date) or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding General (Director, MCCS).

V. VIOLATIONS. Violation of any of the terms of this Memorandum of Agreement gives the Commanding General, MCRDPI, or his/her agent, the authority to cancel this agreement without advance notice to (Name of Organization).

XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
NAME  
Title  
(Name of Organization)  
(Address)  
(City, State, Zip)



Waiver of Liability and Assumption of Risk Agreement

In consideration of the privilege of allowing myself to participate in (Name of Organization) aboard Marine Corps Recruit Depot, Parris Island and further recognizing the voluntary nature of my participation, I, the undersigned person, intending to be legally bound, hereby promise to waive for myself, my guardians, heirs, executors, administrators, legal representatives and any other persons on my behalf, any rights and claims for damages, demands, and other actions whatsoever, including those attributable to simple negligence, which I may have against any of the following persons or entities: the United States of America; the Department of Defense; the Department of the Navy; the United States Marine Corps; Marine Corps Recruit Depot, Parris Island, South Carolina; any and all individuals assigned to or employed by the United States, the Department of Defense, including but not limited to the Secretary of Defense; the Secretary of the Navy; the Commandant of the Marine Corps; the Commander, Marine Corps Installations, East; and the Commanding General, Marine Corps Recruit Depot, Parris Island, South Carolina; in both their official and personal capacities, and entities' representatives, successors and assigns; which said injuries arise out of my participation in such activities.

I EXPRESSLY, KNOWINGLY, AND VOLUNTARILY ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES FOR MYSELF, and agree to hold the United States and the aforementioned parties harmless for any resulting injury. I understand that this assumption of risk agreement shall remain in effect until notice of cancellation is received by the Commanding General, Marine Corps Recruit Depot, Parris Island, South Carolina. I understand that, should I decline to execute this agreement, I will not be permitted to participate in these activities.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Participant)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Participant)

26 APR 2021

Authorized Support for Private Organizations

1. General. Private organizations are generally self-sustaining, primarily through dues, contributions, service charges, fees, or special assessment of members. However, minimal logistical support is authorized dependent upon the type of private organization and authority under which organized. There will be no direct financial assistance to a private organization from a non-appropriated fund instrumentality in the form of contributions, dividends, or other donations of moneys or other assets, except as specifically authorized by the Secretary of the Navy.

2. Authorized Support for Organizations. The amount and type of support, both reimbursable and non-reimbursable, provided to a private organization varies according to the authority under which it is organized and classified.

a. Support provided to credit unions, banking offices, United Seamen's Service, United Services Organization, and the American Red Cross is governed by separate directives. Provisions of law require specific policies and procedures for these organizations.

b. Other private organizations are authorized the use of space to occupancy that space without reimbursement in recognition that their activities are conducted for the benefit of members of the Department of Defense family.

3. Facility Support for Organizations

a. The nature of activities conducted by most organizations normally requires only enough space in which to conduct meetings. Reimbursement is not required for any cost incident to the use of such space on an occasional basis, provided that the use will entail no added real property maintenance expense.

b. In situations when a private organization requires exclusive use of installation real property on a full-time basis, an out grant document is required. Reimbursement for costs of space occupied, utilities, maintenance, and other support services is required, unless waived by the Commanding Officer on the basis of cost considerations of uneconomical billing or benefit of the activity in contributing to the welfare of DoD personnel.

26 APR 2021

Review Checklist for Private Organizations

STANDARD	COMPLIANCE YES/NO	COMMENTS
<b>A. CONSTITUTION/</b>		
A.1. Documents meet the requirements of DepO 5760.4I and are available to members.		
A.2. Membership provisions and purposes, upon which the organization was authorized, continue to apply.		
A.3. Documentation indicates members understand their personal liability if the organization's assets are insufficient to discharge all liabilities.		
A.4. Unauthorized names, abbreviations, seals, logos or insignias are not used.		
A.5. Changes to Constitution/ were approved by CO prior to being placed into effect.		
<b>B. MEMBERSHIP</b>		
B.1. Updated listing of Officers, and Membership is on file.		
B.2. There is not more than one-third civilian personnel of total membership.		
B.3. Antidiscrimination policy/procedures are in effect.		
<b>C. INSURANCE/WAIVER OF LIABILITY</b>		
C.1. Insurance policy, if required, is current and coverage is sufficient.		
C.2. Waiver of Liability and Assumption of Risk Agreement is signed and on file for all members if insurance is not required.		

STANDARD	COMPLIANCE YES/NO	COMMENTS
<b>D. FINANCIAL</b>		
D.1. Organization is primarily self-sustaining through dues, contributions, revenue charges, fees or special assessments of members.		
D.2. Income did not accrue to individuals except for wages, salaries, or as award recognition.		
D.3. NAF monies were not accepted in the form of contributions, repairs, dividends, or other donations.		
D.4. Accurate financial records are submitted yearly to MCCS, to include most recent audit. Financial records will be maintained at all times and available for review.		
D.5. There is compliance with all Local/State/Federal tax codes.		
D.6. There is compliance with all fundraising regulations.		
<b>E. FIRE/SAFETY/ENVIRONMENTAL</b>		
E.1. Copies of inspection reports are on file and all discrepancies corrected.		
E.2. All organization events/activities/meetings comply with fire/safety/environmental regulations.		

Checked by \_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Sample Letter Requesting Establishment of Private Organization

Address

Date

From: (President/Secretary or individual desiring to establish  
Private Organization)  
To: Commanding General, Marine Corps Recruit Depot Parris Island  
Via: Director, Marine Corps Community Services)

Subj: REQUEST TO OPERATE AS A PRIVATE ORGANIZATION ABOARD MARINE CORPS  
RECRUIT DEPOT PARRIS ISLAND

Ref: (a) DepO 5760.4J

Encl: (1) Proposed Constitution  
(2) Proposed By-Laws and/or Articles of Agreement  
(3) List of Officers  
(4) Financial Reports, signed & verified by outside entity  
(5) Signed Hold Harmless Agreement signed by each Executive Member  
(6) Acknowledgement of Duties

1. Per the reference, (name of organization) requests authority to operate as a private organization aboard Marine Corps Recruit Depot, Parris Island.
2. The purpose of the activity is as follows: (Describe briefly).
3. The following facilities and services are requested:
4. The following elected officials may be contacted: (Names, addresses and daytime telephone numbers).
5. Enclosures (1) through (6) are forwarded for review and approval.
6. *The (Name of the Organization)* is also requesting a waiver from the requirement to obtain liability insurance while operating as a private organization aboard the installation.

\_\_\_\_\_  
Signature

26 APR 2021

SAMPLE FINANCIAL STATEMENT  
(Name of Private Organization)

BALANCE SHEET AS OF 30 September 2004

15 October 2004  
(date submitted)

		ASSETS
<b>CASH:</b>		
Petty Cash Fund		<u>\$20.00</u>
Change Fund		<u>\$25.00</u>
Checking Account		<u>\$125.72</u>
Savings Account		<u>\$98.40</u>
TOTAL CASH		<u>\$269.12</u>
<b>OTHER ASSETS: (Cost less Accumulated Depreciation)</b>		
Resale Merchandise		\$102.00
Equipment		\$231.00
Other (specify)		
TOTAL ASSETS OTHER THAN CASH		<u>\$333.00</u>
TOTAL ASSETS		<u>\$602.12</u>

LIABILITIES AND CAPITAL

<b>CURRENT LIABILITIES:</b>		
Accounts Payable		<u>\$175.12</u>
Taxes Withheld		<u>\$19.06</u>
Other (specify)		
TOTAL LIABILITIES		<u>\$194.18</u>

<b>CAPITAL:</b>		
Operating Capital, 1 Oct 2003		<u>\$510.04</u>
Increase (Decrease) - (See Schedule 1)	<u>-\$102.10</u>	
Operating Capital, 30 Sep 2004		<u>\$407.94</u>
TOTAL LIABILITIES & CAPITAL		<u>\$602.12</u>

Submitted:

Approved:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
President

Date

\_\_\_\_\_  
Signature of Reviewer