# MEMORANDUM OF UNDERSTANDING

# Between

# THE SALVATION ARMY NATIONAL CORPORATION

# And

# THE AMERICAN RADIO RELAY LEAGUE, INCORPORATED





## Memorandum of Understanding

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# The Salvation Army National Corporation

#### and

### The American Radio Relay League, Incorporated

The purpose of this Memorandum of Understanding (MOU) is to document the relationship between The American Radio Relay League, Incorporated (ARRL) and The Salvation Army National Corporation on behalf of itself and the four Salvation Army territorial corporations, The Salvation Army, a Georgia corporation, The Salvation Army, a New York corporation, The Salvation Army, a California corporation, and The Salvation Army, an Illinois corporation (together, "The Salvation Army."). This MOU provides a framework for cooperation between the The Salvation Army and ARRL in exercising the provision emotional support and other disaster services during disasters and future training exercises. The Salvation Army and ARRL are each a "Party" under this MOU.

## I. Organization Descriptions

## A. The Salvation Army

The Salvation Army is an international, religious and charitable movement, and is organized and operated on a quasi-military pattern, and is a branch of the Christian church. All programs of The Salvation Army are administered by Salvation Army officers, who are ministers of the Gospel. The motivation of The Salvation Army is love of God and a practical concern for the needs of humanity. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

For administrative purposes, The Salvation Army is divided into four territories (Central Territory, Eastern Territory, Southern Territory and Western Territory), each one being a separate non-profit entity with its own headquarters and corporate structure. Reporting to each territorial headquarters are from nine (9) to eleven (11) divisional administrative centers, strategically located in the territories. Salvation Army personnel in these centers direct activities in from one (1) to four (4) states. Reporting to divisional centers are local corps community centers (churches) and social service institutions of other types and local volunteer committees operating in smaller communities.

For emergency communications, The Salvation Army sponsors the Salvation Army Team Emergency Radio Network (SATERN). SATERN operators are Salvation Army Emergency Disaster Services (EDS) volunteers who are licensed radio amateurs that specialize in providing emergency and auxiliary communications. Nationally, SATERN is managed by a National SATERN Liaison who works with the Territorial SATERN Coordinators from the four USA

Territories and the Canada-Bermuda Territory. SATERN is managed at the divisional level by a Divisional SATERN Coordinator or the Divisional Emergency Disaster Services Director. Local units may also have a Local SATERN Coordinator. SATERN conducts a daily (except Sunday) national/international voice Net, a weekly national / international digital Net. Each Territory has a weekly Net and several Divisions have divisional nets. All of the nets are conducted for the purpose of training and providing emergency, priority and health & welfare message services.

#### B. ARRL

ARRL is the national membership association for Amateur Radio operators. The ARRL is a Connecticut 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.

#### II. Purpose

This MOU provides a broad framework for cooperation, coordination and communication between ARRL and The Salvation Army (collectively, the "parties"), to enhance the delivery of disaster relief services to the communities they mutually serve in.

### III. Shared Goals and Responsibilities

#### A. Shared Goal

The parties agree that the shared goals of this collaborative effort are to enhance the provision of emergency and auxiliary communications, to promote interest in public service especially among the nation's youth, as well as other activities in which cooperation may be mutually beneficial such as training and exercises. In order that these goals might be accomplished, the parties agree that:

- Each organization will, through channels to its local units, encourage ongoing liaison with the other, urging both staff and volunteers to create and maintain adequate communications and effective relationships at all levels.
- Each organization will participate in cooperative pre-disaster planning and training programs at all levels.
- Each organization will, in times of disaster, cooperate to meet the needs of disaster survivors and of the agencies and organizations attempting to serve them. Each will make its facilities, resources, and capabilities accessible to the other in accordance with established plans and procedures for cooperative service.
- Each organization will work through its own lines of authority and respect the llines of authority of the other.
- Each organization will distribute copies of this agreement through channels to its own field units, and to other organizations, both public and private, which may have an active interest in emergency and disaster relief.

#### **IV. Intellectual Property**

The Salvation Army and the ARRL will each seek permission with regard to the use by the other of respective names, logos and/or other brand properties in digital, printed and/or online collateral produced, where appropriate. Moreover, the parties agree that each party requires the prior express written approval by the other of the final form of each and every use by each party of the other's name, logos, service marks and/or brand properties.

#### V. Term and Termination

This MOU is at-will and may only be modified by the mutual written consent of authorized officials from the parties. This MOU shall become effective upon signature by the authorized officials from the parties and will remain in effect for a term of five years, unless earlier terminated by any one of the parties. Either party may terminate this MOU, with or without cause, upon giving 30 days written notice to the other party.

#### VI. Principal Contact Information

A. The Salvation Army National Corporation

Position: National Director of Emergency Disaster Services

Address: 615 Slaters Lane, Alexandria, VA 22313

Telephone: (704) 647.4783 Fax: (704) 684-3478

## B. American Radio Relay League, Incorporated

Position: ARRL Emergency Preparedness Manager

Address: 225 Main Street, Newington, CT 06111

Telephone: (860) 594-0200 Fax: (860) 594-0259

#### VII. Administrative Provisions

- A. Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of the Parties.
- B. This MOU creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. While it is the intent of the Parties to cooperate in accord with this MOU, neither party will be liable to the other, or to any third party, for failure to comply in any way with the provisions and agreements contained in this document.
- C. Except as expressly provided in this MOU, nothing in this MOU shall be interpreted as affording the ARRL or The Salvation Army any role in the content or programmatic decisions of either the ARRL or The Salvation Army, respectively.
- D. This MOU is not a fiscal or funds obligation document. Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources.

**Signatures** 

Date: issioner David E. Hudson

National Commander \

The Salvation Army National Headquarters

-Rick Roderick, K5UR

Date: 5/18/18

President

American Radio Relay League, Incorporated