



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES COAST GUARD AUXILIARY,
THE UNITED STATES COAST GUARD, THE CIVIL AIR PATROL, AND
THE CIVIL AIR PATROL-UNITED STATES AIR FORCE

I. PARTIES

The parties to this agreement are the United States Coast Guard Auxiliary (hereafter referred to as the Auxiliary), the Civil Air Patrol (CAP), and their parent services, the United States Coast Guard and the United States Air Force, respectively.

II. PURPOSE AND SCOPE

The purpose of this MOU is to define and establish procedures and practices for cooperation between the Auxiliary and the CAP to enhance their common goals of saving human lives and protecting the interests of the citizens of the United States of America. This Memorandum of Understanding (MOU) supercedes the previous MOU dated 19 October 1995.

III. REFERENCE AND AUTHORITY

Title 10, United States Code, Section 9441 through 9448 (P.L. 106-398)
Title 14, United States Code, Section 141
Title 14, United States Code, Section 821
Title 14, United States Code, Section 823(a)
Title 14, United States Code, Section 828
Title 36, United States Code, Section 40301 through 40307

IV. AREAS OF COOPERATION

Working within the policy and guidelines of their parent services, the Auxiliary and the CAP agree to:

1. Train with each other on search and rescue (SAR), disaster relief, and mission related activities, approved by their respective parent service. This may include participating in training exercises conducted by the other organization and providing technical expertise as appropriate.
2. Communicate on radio frequencies approved and agreed to by appropriate United States Coast Guard or United States Air Force authorities.
3. Appoint liaison officers at the national and other organizational levels for direct coordination.
4. Attend meetings of the other organization to encourage mutual education and exchange information on Air Force and Coast Guard mission related activities in which they are involved.
5. Provide supplemental mission support to the other organization, as requested by the appropriate authority of the organization with prime responsibility for the mission. This mission support will be provided as authorized by the appropriate authority of the parent service. Missions in which both agencies may provide supplemental support are search and rescue, marine environmental patrols, and disaster relief.

V. MUTUAL ASSISTANCE

Assistance by either organization to the other for search and rescue missions or other operations will be in accordance with the National SAR Plan or other appropriate authority. The assisting organization will comply with the regulations and operating procedures of their parent service (U.S. Coast Guard or U.S. Air Force), as appropriate.

VI. CROSS-CREWING

To foster mutual understanding and interoperability, Auxiliary and CAP members may crew or help crew an aircraft of the other's organization. Members performing these crew functions must be designated as AirCrew, Observer, or Scanner by their respective parent service. The Auxiliary and the CAP have two levels of non-pilot aviation crew positions:

<u>Coast Guard Auxiliary</u>		<u>Civil Air Patrol</u>
OBSERVER	equal to	SCANNER
AIRCREW	equal to	OBSERVER

Cross-crewing can be conducted on training or operational missions and each crew member will be assigned to duty and covered under orders from their parent service. Due to liability and insurance reasons, Auxiliary and CAP pilots are not allowed to act as Pilot-In-Command (PIC) of each other organization's aircraft.

VII. CROSS-CREWING ELIGIBILITY

All certified Auxiliary aircrew and observers and CAP scanners and observers are eligible to participate in the cross-crewing program. Auxiliary aircrew and observers will be assigned to duty by cognizant order issuing authority. Auxiliary aircrew and observers so assigned will be considered assigned to duty as provide by Title 14, U.S.C. 823(a). CAP scanners and observers will be provided by Headquarters Civil Air Patrol, Directorate of Operations (DO). The Headquarters CAP DO can be reached 24/7 at 888-211-1812.

VIII. TRAINING

All Auxiliary aircrew and observers and all CAP observers and scanners approved to participate in the cross-crewing program, will be considered fully qualified to participate in mission flights in either organization's aircraft. Both the CAP and the Auxiliary will be responsible to provide any additional training to the supporting organization's aircrew if it is needed to successfully complete an assigned mission.

IX. LIABILITY

THIRD PARTY CLAIMS: Any claim for third party personal injury, death, or property damage arising from the activities of a CAP or Auxiliary member, performing an authorized mission or cross-crewing activity under this MOU, will be administered and indemnified as appropriate in accordance with the applicable statutory and

regulatory authority of the member's parent service. In the event claims are filed by a third party against both the United States Coast Guard and the United States Air Force for the same incident arising out of an authorized mission or cross-crewing activity under this MOU, the claims office tasked with investigating the claim for each service will coordinate the investigation of the claim with the claims office of the other service.

FIRST PARTY CLAIMS: Claims by an Auxiliary or CAP member, arising from any loss to that member as a result of an authorized activity conducted under this MOU, shall be the responsibility of the member's parent service, and administered in accordance with the applicable laws and policies of the member's parent service.

MAINTENANCE AND REPAIR: Maintenance and repair of equipment and facilities shall remain the responsibility of the member's parent service, as provided by the laws and policies of the parent service.

X. FUNDING

Funding and/or expense reimbursement for mission support to the other organization will be the responsibility of the parent service of the supporting organization, in accordance with the established funding directives and agreements between the supporting organizations and its parent service except as agreed by the appropriate authorities of both parent services.

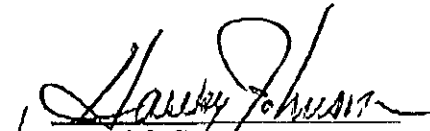
XI. EFFECTIVE DATE AND DURATION

This MOU will become effective from the date it has been executed by representatives of all parties. The term of this MOU is five (5) years from that date. However, any party may terminate the agreement at an earlier date upon providing the other parties with sixty (60) days advanced written notice. Additionally, the MOU will be automatically renewed for an additional 5-year period at the end of each term, absent objection by any party.

XII. OTHER PROVISIONS

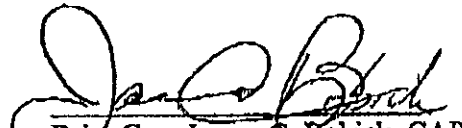
1. Nothing herein is intended to conflict with current law, regulation, or directives of any of the parties to this agreement. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. This agreement may be modified upon mutual written consent of the parties.

2. Should disagreements arise as to the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, which for the purpose of this MOU will be defined as the applicable Auxiliary District and CAP Wing, the area(s) of disagreement shall be reduced to writing by all parties and presented to the other parties for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to the Chief, Director of Auxiliary and the CAP-USAF Commander for appropriate resolution.

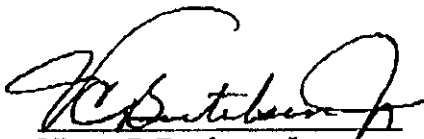

Terry M. Cross

Rear Admiral, U.S. Coast Guard
Assistant Commandant for Operations

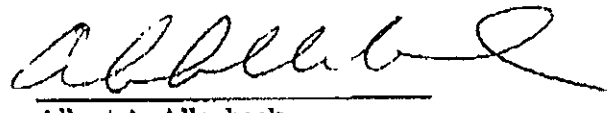
Date: 31 Aug 01


Brig. Gen. James C. Bobick, CAP
National Commander
Civil Air Patrol


Date: 16 Aug '01


Viggo C. Bertlesen, Jr.
National Commodore,
U.S. Coast Guard Auxiliary

Date: 19 Aug 2001


Albert A. Allenback
Colonel, USAF
Commander, CAP-USAF

Date: 16 AUG 01


David B. Hill
Captain, U.S. Coast Guard
Chief, Director of Auxiliary

Date: 31 AUG 01