

**COOPERATIVE AGREEMENT BETWEEN THE
UNITED STATES COAST GUARD
AND THE
NATIONAL COAST GUARD MUSEUM ASSOCIATION, INC.
REGARDING THE CREATION, PUBLICATION, AND DELIVERY OF A
NEWSLETTER FOR COAST GUARD, PUBLIC HEALTH SERVICE, AND NATIONAL
OCEANIC AND ATMOSPHERIC ADMINISTRATION RETIREES**

ONE YEAR EXTENSION

November 1, 2023 – October 31, 2024

1. **Parties.** The parties to this Cooperative Agreement (“AGREEMENT”) are the United States Coast Guard (“USCG”), the United States Public Health Service (“PHS”), the United States National Oceanic and Atmospheric Administration (“NOAA”), and the National Coast Guard Museum Association, Inc. (“NCGMA”), each a “Party,” and hereinafter, collectively, “Parties.”
2. **Authority.** This AGREEMENT is authorized under the provisions of 14 U.S.C. § 504(a)(6), 10 U.S.C. § 1588, and 31 U.S.C. § 6305. The disclosure of Personally Identifiable Information (PII) to the NCGMA is permitted under the provisions of 5 U.S.C. § 552a(b)(3) as a routine use and as described in DHS/USCG 014 Military Pay and Personnel SORN (76 Fed. Reg. 66,933, 66,935, (Oct 28, 2011)), paragraph F.
3. **Purpose.** To transfer the creation, publication, and delivery of a newsletter, hereinafter referred to as the “Retiree Newsletter,” for Coast Guard retirees, and for retirees from the commissioned corps of the PHS and the NOAA, hereinafter collectively referred to as “Retirees,” from the USCG to the NCGMA, to set forth the roles and responsibilities of each Party to effect a successful transfer, and to transfer PII from the USCG to the NCGMA as required for the Retiree Newsletter.
4. **Background.**
 - A. Retirees currently receive on a quarterly basis, a Retiree Newsletter that is produced, published, and delivered by the USCG. The Retiree Newsletter provides important information on issues of current national importance to the USCG and information of public interest involving USCG operations. The Retiree Newsletter also supports the Coast Guard Retiree Services Program’s mission to provide information of interest and importance to the retiree community and to help sustain the life-long connection and mutually beneficial relationship between the USCG and its military retiree community. It includes updates on USCG programs, services, policies; U.S. Department of Veterans Affairs and retiree affinity group news, key phone numbers, websites, and resources; and USCG/PHS/NOAA retirement and TAPS (Death) notices. The publication is not considered authority and is non-record material.
 - B. The USCG operations pertaining to the production and delivery of the Retiree Newsletter are tentatively scheduled to transition to primarily digital delivery via e-mail and website

posting, following a last print mailing and digital delivery of the October 2019 Retiree Newsletter. A print copy of the Retiree Newsletter will be mailed to Retirees who have requested a print mailing, and will cease with the delivery of the October 2019 Retiree Newsletter.

- C. The NCGMA recognizes the good will associated with the publication and the delivery of the Retiree Newsletter, and has gratuitously offered at no expense to the USCG, that it will produce, publish, and deliver future issues of the Retiree Newsletter.
- D. The USCG is willing to transfer to the NCGMA content and information needed to produce and publish the Retiree Newsletter. The USCG is also willing to transfer to NCGMA the PII necessary (names, addresses, e-mail addresses, retired rank, and service component) for the Retiree Newsletter to be delivered to Retirees, so long as protections and practices are in place to protect the PII to the satisfaction of the USCG.

5. Basic Guidelines.

- A. Production and publication of the Retiree Newsletter shall be completed on at least a quarterly basis, in time for delivery to Retirees scheduled in at least the months of October, January, April, and July each year until the termination of this AGREEMENT.
- B. All content produced or procured for the Retiree Newsletter by the NCGMA must adhere to the standards of good taste. Emphasis is placed on the following:
 - (1) An acknowledged deity will not be referred to in a manner that would offend a follower of any faith;
 - (2) Profanity, vulgarity, or connotations of sexual depravity and perversion will not be used;
 - (3) Military, racial, religious, or national groups will not be defamed or demeaned, and individual deformities will not be ridiculed; and
 - (4) Gender, race, faith, national origin, marital status, sexual orientation, and age are not to be used as subjects for disrespectful content or commentary.
- C. Every issue of the Retiree Newsletter must prominently contain the following disclaimer below the Table of Contents for each issue of the Retiree Newsletter: "Neither the Department of Homeland Security (DHS) nor the U.S. Coast Guard (USCG) endorse the National Coast Guard Museum Association, Inc, or any other non-federal entity. Further, neither DHS nor the USCG endorse or support the products or services advertised in this newsletter, the organizations advertising in this newsletter, or the statements of any non-U.S. Coast Guard contributors for this newsletter."

- D. Nothing in this AGREEMENT is to be construed to constitute an obligation of funds by the USCG or the government.

6. Responsibilities of NCGMA.

- A. The NCGMA shall execute a gratuitous service agreement on behalf the NCGMA and all NCGMA employees, acknowledging that any services to the USCG are gratuitously rendered without any expectation of compensation or reimbursement from the USCG, that there are no expectations of any entitlement to any federal benefits, and that at no time are NCGMA or its employees the employees of the USCG or federal government.
- B. The NCGMA will exercise editorial control over the Retiree Newsletter and will design, draft or procure content, and produce periodic issues of the Retiree Newsletter, that satisfy the informational needs of Retirees, and which incorporates any requirements from the USCG.
- C. The NCGMA agrees to incorporate any content provided by the USCG for any issue of the Retiree Newsletter. NCGMA also agrees to remove any content from any issue of the Retiree Newsletter, as directed by the USCG.
- D. The NCGMA's services will also include all communication, preparation, proof-reading, placement, design, typography, the checking of file compatibility of supplied art or photography, the file management of all images and finalized content, the preparing of all aspects of design for print compatibility, and confirming that proper licenses have been secured for all content.
- E. The NCGMA may seek buyers, directly or through an advertising agent or advertising contract, to purchase advertising space within the Retiree Newsletter to defray any costs associated with the production, publication, and delivery of the Retiree Newsletter. All advertising content for the Retiree Newsletter must adhere to the same standards of good taste listed in Paragraph 5B of this AGREEMENT.
- F. The NCGMA will publish the Retiree Newsletter on at least a quarterly basis by the posting of an electronic copy of the Retiree Newsletter to a website created by the NCGMA dedicated to the Retiree Newsletter, and by printing paper copies of the Retiree Newsletter for delivery to all Retirees.
- G. The NCGMA will deliver paper copies of the Retiree Newsletter by U.S. Mail to all current Retirees who have not opted-out from this service. NCGMA will not deliver any more issues or attempt to contact any Retirees who have opted-out from receiving the Retiree Newsletter or who have otherwise communicated a demand not to receive this service.
- H. Industry best-practices will be used by the NCGMA to protect, from unauthorized use, theft, or third-party intrusion, the PII of Retirees. The NCGMA will communicate the infrastructure and practices it has in place to protect the PII of Retirees at the start of this

AGREEMENT. The NCGMA will purge and destroy all Coast Guard retiree PII in its possession or control at the termination of this AGREEMENT. In the event of an unauthorized use, theft, or third-party intrusion of NCGMA protected PII, the NCGMA will immediately report any such event to the USCG and to the local Federal Bureau of Investigations field office, and take all steps within its power to retrieve the affected PII.

- I. The NCGMA shall not take any action that obligates the USCG or any USCG officials to either current or future actions or to financial obligations without the written consent of the USCG, or that USCG official, as it may pertain.
- J. The NCGMA will avoid representations that suggest the USCG or any USCG official, acting in an official capacity, endorses the NCGMA or its sponsors, or has assisted the NCGMA in any efforts to fund the production of the Retiree Newsletter.
- K. The NCGMA will not use the Coast Guard provided PII of Retirees to send mailings, advertisements, or any other communications not related to the Retiree Newsletter.
- L. The NCGMA may not sell the contact information of Retirees to any third-parties.

7. Responsibilities of the USCG.

- A. The USCG will assign a liaison to the NCGMA, for the purpose of communicating the directions of the USCG to the NCGMA in regards to the Retiree Newsletter, for relaying any questions of the NCGMA regarding the Retiree Newsletter to the USCG, and for routing review and approval requests within the USCG. This liaison will also deliver USCG created content to NCGMA for incorporation into each issue of the Retiree Newsletter.
- B. The USCG will adhere to the production timelines set by the NCGMA for each new issue of the Retiree Newsletter, and shall review and take action on NCGMA requests in a timely manner so as to avoid undue delay in the publication or delivery of each new issue of the Retiree Newsletter.
- C. For new issues of the Retiree Newsletter going into production, the USCG will provide its content to NCGMA for the new issue no later than five weeks before the scheduled publication of a new issue of the Retiree Newsletter.
- D. The USCG will confirm and evaluate for adequacy the infrastructure, protections, and practices that the NCGMA has in place to protect the PII of Retirees. The USCG in its evaluation will identify gaps in NCGMA infrastructure, protections, and practices, and will identify possible solution. The USCG will not transfer any Coast Guard retiree PII to the NCGMA unless these practices, protections, and infrastructures are found satisfactory within the sole discretion of the USCG.
- E. The USCG will transfer only the names, gender, addresses, e-mail addresses, retired ranks, and the service component of all Retirees to NCGMA so it may deliver paper

copies of each issue of the Retiree Newsletter to each Coast Guard retiree. The USCG will update the NCGMA on any Retirees who opt-out or wish to cease receiving future deliveries of the Retiree Newsletter, on a quarterly basis at least two weeks before the delivery of a new quarterly scheduled issue.

- F. Support Long Blue Line and Museum awareness events as appropriate, to include forwarding NCGMA invitations via email, authorizing use of Coast Guard provided PII for NCGMA mailings, and participation in events when appropriate.
8. **Intellectual Property.** Any content or works created by the NCGMA for the Retiree Newsletter will remain the intellectual property of the NCGMA, unless the copyrights to the content or works are otherwise donated to the USCG. Any content or works procured by the NCGMA for the Retiree Newsletter will remain in the ownership of their respective authors or copyright holders, or as otherwise agreed to between the NCGMA and the respective authors or copyright holders. Any content or works created by the USCG or any employee of the USCG will not be subject to copyright.
9. **Liabilities.** The NCGMA agrees to be liable for any cause of action brought against the NCGMA or the USCG that are based on the actions of the NCGMA or its employees. The federal government, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680), will be liable for and will hold others harmless from claims for damage or loss of property, personal injury or death caused by the acts or omissions of the government, its officers, or its employees, acting in the scope of their employment with the United States.
10. **Severability.** Nothing in this AGREEMENT is intended to conflict with current law or regulations or the directives of the USCG or Department of Homeland Security. In the event any portion of this AGREEMENT is declared unlawful for any reason, such portion is deemed severable herefrom and the remainder of this AGREEMENT shall be deemed and remain fully valid and enforceable.
11. **Term.** The original AGREEMENT began on November 1, 2019 and expired on October 31, 2021. The AGREEMENT was extended from November 1, 2021 and expired on October 31, 2023. The AGREEMENT is extended effective November 1, 2023 and expires on October 31, 2024, unless sooner terminated or extended in accordance with the provisions of this AGREEMENT.
12. **Modification.** This AGREEMENT may be modified upon the mutual written consent of both Parties.
13. **Extension.** The Parties may extend this AGREEMENT for a duration agreed upon through the mutual written consent of both Parties.
14. **Termination.** Either Party may terminate this AGREEMENT for any reason, by serving written notice upon the other Party. This AGREEMENT shall then terminate sixty (60) days after this notification has been served to the other Party.

15. **Notification.** Any notice or other communication required, pursuant to this AGREEMENT shall be in writing. Any such notice shall be deemed delivered (1) on the day of delivery in person; (2) five days after deposit in U.S. Postal Service First-Class Registered Mail, with return receipt requested; (3) on the actual delivery date if deposited with an overnight courier; or (4) on the date sent by facsimile or e-mail if confirmed with a delivery receipt.
16. **Liaisons.** The NCGMA and the USCG will designate a person to serve as a Liaison, and will update each other immediately if a new person is designated as a Liaison. Initial Liaisons designated under this AGREEMENT are as follows:

A. For the NCGMA:

Mr. Scott McGuire
78 Howard Street, Suite A
New London, CT 06320
Phone: (860) 443-4200
E-mail: smcguire@coastguardmuseum.org

B. For the USCG:

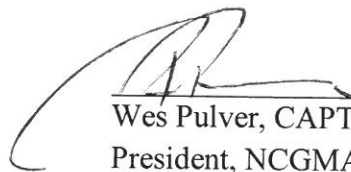
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APPROVED BY:

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For the NCGMA



Wes Pulver, CAPT, USCG (ret.)
President, NCGMA