

U.S. NAVAL SEA CADET CORPS

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8 April 2002

Action Letter 03-02

From: Executive Director, Naval Sea Cadet Corps

To: Distribution

Subj: NSCC OFFICER/INSTRUCTOR LEGAL LMTATIONS

Ref: (a) NSCC Regulations

Encl: (1) officer Acknowledgement of Appointment

1. **Purpose.** To advise all NSCC officers/instructors of legal limitations while acting in an official capacity for the NSCC under the guidelines of reference (a).
2. **Background/Discussion.** Over the past year there have been a few incidents and evolutions that impacted heavily on the NSCC program. The incidents fall into two categories; (1) embezzlement of funds or (2) legal matters which required significant funds for settlement of lawsuits. This action letter only addresses legal matters and limitations of officers to make contractual obligations.


NHQ became involved in an incident when an NSCC officer signed a promissory note for purchase of a boat. The officer could not pay the note, and as a consequence, NHQ became involved in the suit as a result of the plaintiff convincing the legal system the NSCC officer was representing the national organization. This occurred even though the officer had advised the plaintiff in the case, that he (NSCC Officer) had no authority to act for NHQ. In trying to ensure this type of legal situation does not occur again, NSCC adult personnel are reminded:

- a. Unless specifically authorized in writing, no NSCC officer or instructor represents NSCC NHQ or the NSCC organization when dealing with other organizations or activities.
- b. No NSCC officer or instructor can make any legal contractual commitment, sign any contract/ legal document for national headquarters unless authorized by NHQ.
- c. When dealing with other organizations/activities whether it is a group or individual, the NSCC officer or instructor will make it perfectly clear that the NSCC adult does not represent the national NSCC organization or NHQ unless so authorized by NHQ in writing.

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- d. No NSCC officer or instructor can enter into any **local** contractual agreement, written or oral that involves the NSCC national organization or the national NHQ unless so authorized in writing from NHQ. Any local agreement entered into, oral or in writing, shall clearly indicate in the contractual agreement that the agreement is solely at the local level, and is being executed only at the local level.
 - e. **For COTC's and SEO'S.** NHQ orders for COTC or SEO and/or assignment in the annual International Exchange Program/Summer Training Schedule Information letter constitutes authorization in writing. This positional authority is included in enclosure (1).
3. **Action.** Field Representatives, Regional Directors and commanding officers shall brief all officers under their individual cognizance on the contents of this action letter. A roster shall be maintained locally which indicates all current officers have been briefed on the contents of this action letter. All new prospective officers and instructors shall be required to sign enclosure (1) upon entering the NSCC. This shall be part of the officer/instructor enrollment package.
 4. **Cancellation.** This action letter will remain current until the contents are incorporated into applicable manuals and publications.



M.D. FORD

Distribution:
NSCC Field Representatives, Regional Directors, Commanding Officers
Copy to:
National Chairman
National President
NSCC Committee Chairmen

FIRST EDORSETMENT ON INDIVIDUAL OFFICER APPOINTMENT:

Date

From: (Name, rank, of individual)

To: Executive Director, Naval Sea Cadet Corps

Subj: Acknowledgement of Appointment as NSCC Officer/Instructor/Midshipman

1. Per your appointment letter dated _____, I acknowledge appointment to officer/instructor/midshipman status in the NSCC and assignment to the command of (NSCC/NLCC unit) _____. I accept this commitment and acknowledge the required duties and responsibilities as an officer/instructor/midshipman as stated in the basic correspondence. I will be responsive to complying with all requirements of the NSCC Regulations and will endeavor to meet the standards of excellence required of me.

2. I further acknowledge that I have no authority to enter into any agreement, contract, or legally binding document other than for my unit and then and only then with the written permission of the commanding officer. I acknowledge that my authority is limited to my unit, and I cannot execute a contract for the national Naval Sea Cadet organization, NSCC NHQ nor can I speak for the national NSCC organization, NHQ or other NSCC unit or any activity.

3. In all dealings with DoD activities, individual(s), contractors, corporations, or vendors I will advise them (verbally and written) that I am acting only for my unit. Unless I have specifically been appointed, in writing, by NSCC National Headquarters to act as an escort officer or commanding officer of a summer training contingent, I have no authority to act for the national Sea Cadet organization, NSCC National Headquarters or any other NSCC unit or activity.

4. Before making any expenditure of funds or making a commitment to spend funds (written or oral), I will contact the Commanding officer of my unit and advise him of the need and get his permission before expenditure of the funds.

5. If appointed to escort officer or commanding officer of summer training duties by NSCC National, I will follow the guidelines, written and verbal, set forth by NHQ, strictly complying with all the requirements of NHQ.

Signature of Officer