DEPARTMENT OF THE NAVY
OFFICE OF THE SUPERINTENDENT
UNITED STATES NAVAL ACADEMY
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ANNAPOLIS MARYLAND 21402-1300

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OPERATING AGREEMENT
BETWEEN
THE UNITED STATES NAVAL ACADEMY
AND
THE NAVAL ACADEMY ATHLETIC ASSOCIATION

Subj: OPERATING AGREEMENT

1. Purpose. This Operating Agreement is entered into by and between the United States Naval Academy (USNA) and the Naval Academy Athletic Association (NAAA), an independent, public non-profit organization qualified under Internal Revenue Code 501(c)(3), with headquarters at the U.S. Naval Academy, Annapolis, Maryland. The purpose of this agreement is to set forth: (1) the conditions under which NAAA shall operate at USNA, (2) the support that USNA as a host activity shall provide to NAAA, and (3) the support and funding responsibilities of USNA and NAAA for execution of the physical mission. This agreement is an updated operating agreement that supersedes the previous Operating Agreement entered into between USNA and NAAA dated 1 February 2019.

2. Background

a. Since its founding in 1891, the NAAA has existed solely and exclusively to support athletics at USNA in furtherance of the physical development component of the Academy's mission. The NAAA manages USNA's varsity athletics and physical fitness programs, to include the funding and administration of 33 varsity sports. As a National Collegiate Athletic Association (NCAA) certified program, USNA's athletic department is considered a model for varsity athletics both in providing athletic opportunities to midshipmen and in compliance with NCAA rules. The Naval Academy is able to provide nearly 1600 student-athletes the opportunity to compete at the Division I level in over 500 contests per year while maintaining graduation rates for student-athletes that rank among the highest in the country.

b. The mission of USNA is to develop midshipmen morally, mentally and physically and to imbue them with the highest ideals of duty, honor and loyalty in order to graduate leaders who are dedicated to a career of naval service and have potential for future development in mind and character to assume the highest responsibilities of command, citizenship and government. The objective of the NAAA is to administer the physical mission, a fundamental pillar of USNA's mission, as well as to promote and assist in financing the athletic program of the Naval Academy in accordance with the policy of the Superintendent. Therefore, an agreement setting forth the respective responsibilities and interests of USNA and NAAA with respect to execution of the

physical mission, including the Physical Education program, Varsity sports, Club sports, and athletic facilities, is of mutual benefit to both parties.

c. Authority. 10 U.S. Code, Section 8481 – Support of Athletic and Physical Fitness Programs authorizes the Secretary of the Navy to enter into contracts and agreements with NAAA for the purpose of supporting the athletic and physical fitness programs of the Naval Academy. The 31 May 2017 Memorandum of Agreement between the Secretary of the Navy and NAAA delegates to the Superintendent the authority, on behalf of the Naval Academy, to enter into an operating agreement with NAAA to establish specific rights and obligations.

3. General Terms

a. In accordance with NCAA rules, the responsibility and authority for the administration of the athletics department, including all basic policies, personnel and finances, are vested in the president of the institution. Therefore, USNA's Superintendent is the ultimate authority responsible for the intercollegiate athletics program and is USNA's approval authority for all provisions of this agreement unless specifically delegated. NAAA agrees to comply with all regulations governing Division I athletics.

b. Board of Control. Pursuant to the NAAA Constitution, the business and affairs of the NAAA are managed under the direction of a nine-member Board of Control and are subject to the Superintendent's oversight authority. The Board of Control provides input to management at the strategic level. The authority and responsibility for the administration of the NAAA rests with the President of the NAAA.

(1) The Superintendent, consistent with the NAAA Constitution, appoints members of the Board of Control to provide recommendations to NAAA management and oversight of strategic NAAA actions. The Board of Control is chaired by the Commandant of Midshipmen.

(2) The Board of Control will meet no less frequently than quarterly and forward minutes of all meetings to the Superintendent.

(3) The Superintendent has the authority to approve or disapprove all actions of the Board of Control.

c. The Provost, in consultation with the Director of Athletics and Commandant of Midshipmen, and with the concurrence of the Superintendent, will appoint a Faculty Athletics Representative to provide oversight of the academic integrity of the athletics program, serve as an advocate for student-athlete well-being, and represent USNA and its faculty in USNA's relationships with the NCAA and conferences.

d. NAAA Responsibilities

(1) NAAA will conduct its business and financial affairs in a prudent manner, and NAAA alone is liable for any losses, expenses, or claims for damages arising from NAAA's operation. NAAA agrees to hold the USNA and the United States Government harmless for the actions, omissions and conduct of its employees. The parties acknowledge that the NAAA is not a government agency.

(2) NAAA shall comply with applicable federal, state and local laws and regulations appropriate for a 501(c)(3) non-profit association.

(3) NAAA is responsible for carrying insurance sufficient to cover the value of its property, personnel and scope of its business enterprises, and for all other programs for which NAAA has agreed to provide insurance.

(4) NAAA shall oversee the requisite management, coaching, trainer, recruiting, compliance, information technology and administrative support to successfully execute the varsity sports program.

(5) NAAA is tasked with informing the public and generating interest in all varsity sport programs. All public messages or sports productions shall be consistent with the Naval Academy's core values and mission.

(6) NAAA is responsible for coordination of all USNA physical mission facility usage in support of the physical mission, with the exception of the Brigade Sports Complex, Alumni Hall, Hospital Point playing fields (Sherman Field), and Bancroft Hall 7th Wing Gymnasium and basketball courts. NAAA will provide a facility coordinator and liaison appointed by the Director of Athletics to provide input on facility maintenance and improvements. Appendix B outlines the facility responsibilities for NAAA and USNA facility usage in support of the physical mission.

e. NAAA Authorities

(1) NAAA is permitted to administer camps and clinics associated with varsity athletics, the USNA physical mission or in support of the Naval Academy Mission, and in accordance with the provisions of Appendix H of this agreement.

(2) NAAA is permitted to provide concession services at varsity athletic venues as delineated in Appendix B of this Agreement, and with prior approval of USNA, for special and infrequent athletic competition events in areas onboard USNA not specifically provided for in Appendix B. Proceeds from such concessions will be retained by the NAAA in support of the varsity athletics program. The use of 3rd party contractors to perform concession services must be coordinated with NABSD to ensure the business entity and its employees have proper authority to operate on federal property.

USNA extra-curricular activities (ECAs) are authorized to support staffing of varsity athletic event concessions and retain a percentage of the revenue. The percentage of revenue to be distributed shall be determined by the NAAA and will be consistent with sharing formulas established for all outside groups that provide the same service.

(3) NAAA is permitted to seek to execute sponsorship contracts on behalf of the Naval Academy for the Naval Academy athletic programs and Naval Academy athletic events in accordance with the provisions of Appendix J of this Agreement.

(4) Any restricted proceeds or dividends distributed by the NCAA, or any other conference or league affiliate, will be transferred to the NAAA for use in support of the Naval Academy varsity athletics program.

(5) USNA agrees to provide to the President of NAAA, who also serves as the USNA Director of Athletics and a member of the USNA Senior Leadership Team, the use of billeted quarters onboard USNA. NAAA agrees to pay a monthly rate for the provided quarters equal to the monthly rate set by Naval Facilities and Engineering Command (NAVFAC) directly to the third party administrator for the housing program, currently Lincoln Housing.

4. Other Rights and Responsibilities. Key rights and responsibilities of the parties to this Operating Agreement are set forth in separate appendices as follows:

Appendix	Area of Rights and Responsibilities
A	Physical Mission Responsibilities
B	Athletic Facilities
C	Athletic Fields
D	Physical Mission Related Travel
E	Uniforms and Equipment
F	Information Technology
G	Navy-Marine Corps Memorial Stadium
H	Sports Camps and Clinics
I	Athletic Event Admissions and Tickets
J	Licensing, Sponsorships and the Generation of Other Revenue
K	Manning and Personnel
L	Miscellaneous

5. Records and Required Reports

a. Records created and maintained by NAAA are NAAA records and are not subject to Freedom of Information Act (FOIA) inquiries. Records signed by the Superintendent on behalf of the Academy are agency records and may be subject to FOIA requests.

b. The NAAA shall arrange for an annual financial audit by an external independent accounting firm. The results of the annual audit shall be shared with the Board of Control and all documentation related to the audit shall remain within the NAAA domain.

c. The Board of Control shall be apprised of the results of any NCAA or affiliated league audits as they pertain to institutional control of the Naval Academy's athletic programs.

6. Term of Agreement. This Operating Agreement will become effective upon the date of its execution by the last party signing below and will remain in force until modified by mutual written consent of the parties or cancelled in writing by either party. It will be reviewed by USNA and the NAAA every three (3) years and must be renewed at least every five (5) years.

C. S. GLADCHUK
President
Naval Academy Athletic Association

S. S. BUCK
Vice Admiral, United States Navy
Superintendent, United States Naval Academy

APPENDIX A
PHYSICAL MISSION RESPONSIBILITIES

1. NAAA is responsible for conducting the physical mission at USNA in accordance with the following provisions. NAAA's responsibilities regarding the physical mission are to:

a. Oversee the execution of the Physical Education program, including the Physical Fitness Assessment (PFA), and administer the varsity and club sports programs of USNA. The Commandant of Midshipmen supervises and manages the Intramural Sports Program.

b. Manage utilization and supervision of athletic fields, buildings, rifle range, cross country and golf courses, conditioning rooms, weight room facilities, pools, courts, fitness centers and any other physical mission support facilities at USNA, with the exception of the Brigade Sports Complex (NABSD), Alumni Hall (Superintendent), Hospital Point playing fields, Bancroft basketball courts, and 7th wing gymnasium (Commandant of Midshipmen). This specifically includes providing oversight of all building First Lieutenants in charge along with coordinating, as necessary, with USNA on work to be completed that may impact utilization.

c. In coordination with the Physical Education Department Chair, promulgate the Physical Education curriculum and Physical Education graduation requirements as defined by the Superintendent, per his authority under DODI 1322.22. Oversee the Human Performance Laboratory, and establish additional physical mission guidelines and instructions as directed by the Superintendent.

d. Maintain a current list of Director of Athletics Instructions and Notices which promulgate the logistics of executing the physical mission. USNA Director of Athletics instructions and notices must be co-signed by the Provost, Commandant or senior physical mission federal employee.

2. Subject to Appropriated Funding availability, USNA is responsible for reimbursing NAAA for all authorized, budgeted costs associated with execution of the physical mission as outlined by the terms of this agreement and recommended by the BOC for approval by the Superintendent. Should appropriated funding not be available, it is understood that NAAA may not be able to achieve all associated physical mission requirements of this agreement.

3. NAAA is responsible for directing the proceeds of Navy athletic ticket sales, sponsorship contracts, concessions, and any revenue generated by the promotion of Navy athletics to the support the varsity athletics program.

APPENDIX B
ATHLETIC FACILITIES

1. Ricketts Hall

a. Occupancy. Spaces necessary to successfully execute the physical mission are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. NAAA must fund janitorial services for all indoor NAAA-occupied spaces on a non-reimbursable basis. USNA is responsible for external janitorial services, including snow removal on walkways, building entrances and parking lots.

d. USNA Athletic Event Set-up. Not normally associated with this facility.

e. Concessions. Not normally associated with this facility.

2. Alumni Hall

a. Occupancy. Main arena, locker rooms, laundry facility, sports medicine spaces, and concession spaces are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services. NAAA must fund all post-varsity athletic event janitorial services, including non-NABSD catered team and/or NAAA organizational events held in the Bo Coppedge Room.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and technology, is performed and funded by USNA Alumni Hall staff and third party contractors as required. NAAA may supplement costs for event set-up at its own discretion and as mutually-agreed upon with USNA.

e. Concessions. NAAA is authorized to sell concessions (food, beverages and merchandise), through a third party concessionaire, in conjunction with varsity athletic contests. NAAA will retain all net profits from concession sales in support of the varsity athletics program.

3. Wesley Brown Field House

a. Occupancy. All spaces are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services. NAAA must fund all post-varsity athletic contest janitorial services.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. NAAA is authorized to sell concessions (apparel and merchandise), through a third party concessionaire, in conjunction with varsity athletic contests. NAAA will retain all net profits from concession sales in support of the varsity athletics program.

4. Brigade Sports Complex

a. Occupancy. Administrative offices, locker rooms, sports medicine office, storage, laundry facility, tennis facility, ice hockey rink, and the rugby facilities are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. Administered through NABSD.

5. Halsey Field House

a. Occupancy. Administrative offices, locker rooms, sports medicine spaces, storage, fitness, laundry facility, squash courts, main arena, the Multi-Purpose Gymnasium, basketball facilities, and the climbing wall are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services. NAAA must fund all post-varsity athletic contest janitorial services.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and technology, is performed and funded by USNA staff and USNA-contracted third party contractors as required.

e. Concessions. NAAA is authorized to sell concessions, through a third party concessionaire, in conjunction with varsity athletic contests. NAAA will retain all net profits from concession sales in support of the varsity athletics program.

6. Hubbard Hall

a. Occupancy. Administrative offices, locker rooms, common rooms sports medicine spaces, storage, and fitness and laundry facilities are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up is performed and funded by USNA staff and USNA-contracted third party contractors as required.

e. Concessions. Not normally associated with this facility.

f. USNA is responsible for fuel and maintenance for all small craft launches operated by NAAA in support of varsity crew teams.

7. Macdonough Hall

a. Occupancy. Administrative offices, locker rooms, classrooms, sports medicine spaces, the pool, storage, and fitness spaces are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion.

Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. Not normally associated with this facility.

8. Scott Natatorium

a. Occupancy. The pool, administrative offices, locker rooms, and storage spaces are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboard and technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. Not normally associated with this facility.

9. Lejeune Hall

a. Occupancy. Administrative offices, locker rooms, common areas, sports medicine spaces, storage, fitness, wrestling, and swimming and diving facilities are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and

technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. NAAA is authorized to sell concessions, through a third party concessionaire, in conjunction with varsity athletic contests. NAAA will retain all net profits from concession sales in support of the varsity athletics program.

10. Fitzgerald Clubhouse/Max Bishop Stadium

a. Occupancy. Administrative offices, locker rooms, sports medicine space, storage, fitness facility, laundry facilities, batting facility, dugouts, bleachers, and the turf field are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the field or clubhouse spaces.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. NAAA is authorized to sell concessions, through a third party concessionaire at the facility, in conjunction with varsity athletic contests. NAAA will retain all net profits from concession sales in support of the varsity athletics program.

11. Glenn Warner Soccer Facility

a. Occupancy. Administrative offices, locker rooms, sports medicine spaces, storage, laundry facility, game field, bleachers, press box, and the soccer hall of fame are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the field or facility spaces.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-

event cleaning.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. NAAA is authorized to sell concessions, through a third party concessionaire, in conjunction with varsity athletic contests. NAAA will retain all net profits from concession sales in support of the varsity athletics program.

12. Ingram Track

a. Occupancy. Track, throwing areas, infield, storage facility, restrooms, and bleachers are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services. NAAA must fund all post-varsity athletic contest janitorial services.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboard and technology, is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. Not normally associated with this facility.

13. Dyer Tennis Center

a. Occupancy. Playing courts, administrative offices, locker rooms, sports medicine spaces, and storage are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the tennis courts or center spaces.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up, excluding NAAA scoreboards and technology, is performed and funded by USNA staff and USNA-contracted third party

contractors.

e. Concessions. Not normally associated with this facility.

14. Eighth Wing Tennis Courts

a. Occupancy. Tennis courts are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the space.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. Not normally associated with this facility.

15. Bancroft Hall Squash Courts and Rifle Range

a. Occupancy. Administrative offices, locker rooms, storage, squash courts, and rifle ranges are provided to NAAA on a non-reimbursable basis.

b. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion. Additional alterations or renovations may be funded as a gift to USNA by NAAA, provided NAAA has received written approval from USNA and NAVFAC to alter the spaces.

c. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

d. USNA Athletic Event Set-up. Event set-up is performed and funded by USNA staff and USNA-contracted third party contractors.

e. Concessions. Not normally associated with this facility.

16. Seventh and Eighth Wing Basketball Courts

a. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion.

b. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

c. USNA Athletic Event Set-up. Event set-up is performed by USNA staff.

d. Concessions. Not normally associated with this facility.

17. Seventh Wing Gym

a. Maintenance. USNA is responsible for routine maintenance and normal repair. USNA may provide and fund extraordinary alterations and desired renovations at its discretion.

b. Janitorial. USNA is responsible for routine and special janitorial services, including post-event cleaning.

c. USNA Athletic Event Set-up. Event set-up is performed by USNA staff.

d. Concessions. Not normally associated with this facility.

APPENDIX C
ATHLETIC FIELDS

1. USNA responsibilities

a. Repair and maintenance of infrastructure for all USNA fields, including but not limited to irrigation, lighting, fences, bleachers and press boxes.

b. Normal cyclical maintenance and repair of all natural and artificial surface athletic fields at USNA, with the exception of Rip Miller Field, Glenn Warner Field and the varsity football practice area of Farragut Field.

c. Scheduling and 1st Lieutenant duties for Sherman Field on Hospital Point.

d. Budget, fund, and reimburse NAAA for routine, seasonal maintenance and upkeep for the turf surfaces on Rip Miller Field, Glenn Warner Field, and the varsity football practice area of Farragut Field.

e. Post-event janitorial services/cleaning for the restrooms, bleachers and press box at Rip Miller Field.

2. NAAA responsibilities

a. Routine, seasonal maintenance and upkeep for the turf surfaces on Rip Miller Field, Glenn Warner Field, and the varsity football practice area of Farragut Field.

b. Scheduling and 1st Lieutenant duties for all athletic fields, with the exception of Sherman Field.

APPENDIX D
PHYSICAL MISSION-RELATED TRAVEL

1. Varsity Team Travel

a. Transportation

(1) USNA responsibilities:

(a) Subject to the availability of Appropriated Funding, provide and/or fund ground transportation to and from away athletic contests originating from Annapolis when air transportation is not utilized. Should appropriated funding not be available, it is understood that NAAA may not be able to execute associated away athletic contests.

(b) Provide and/or fund all ground transportation to and from local airports when teams are traveling via commercial aircraft.

(c) Provide, fund, operate and maintain the tractor-trailer equipment truck.

(2) NAAA responsibilities:

(a) Fund commercial air transportation to and from varsity athletic events when applicable.

(b) Fund all ground transportation at the destination site when air travel is used.

(c) Fund ground transportation, at its discretion, to and from away athletic contests originating from Annapolis when air transportation is not utilized.

(d) Fund ground transportation, at its discretion, to and from local airports when teams are traveling via commercial aircraft.

b. Midshipman food and lodging

(1) USNA responsibilities. Reimburse NAAA from the Midshipman Ration Account in an amount equal to the daily ration meal rate for the meals missed while midshipmen are on travel for away athletic events.

(2) NAAA responsibilities. Pay for food and lodging for all roster members while traveling for away varsity athletic events.

c. Government and NAAA employee travel, food and lodging. NAAA is responsible for funding travel, lodging and meals for all other government and NAAA employees participating

in varsity athletic competition such as coaches, Faculty Representatives, Officer Representatives or other government employees traveling in a supporting capacity.

(1) Government employees will be reimbursed in accordance with NAAA traveling party rates.

(2) At their discretion, NAAA may provide transportation to guests on a space-available, no additional cost basis. Normal gift acceptance processes will apply.

2. Club Sport Team Travel

a. USNA responsibilities:

(1) Commandant will budget annually for Club Sports.

(2) Reimburse NAAA on a monthly basis for authorized expenses per the annual NABSD (Midshipmen Welfare Fund - MWF) contract.

b. NAAA responsibilities:

(1) Administer Club Sport team travel-related expenses per the NABSD(MWF) contract.

(2) Request approval from USNA, via the NABSD(MWF) Contracting Officer Representative, to realign Club Sport funding, if necessary.

(3) Provide expense reports to the USNA, via the NABSD(MWF) Contracting Officer Representative, for review and to justify reimbursement of club sport expenses.

3. Recruiting Travel

a. Government employees

(1) USNA responsibilities. Subject to availability of Appropriated Funding, fund and reimburse the NAAA for all food, lodging and transportation costs for government employees participating in recruiting associated with non-revenue generating varsity sports in accordance with U.S. Government travel regulations. Should appropriated funding not be available, it is understood that NAAA may not be able to execute the associated recruiting efforts.

(2) NAAA responsibilities

(a) Fund all NAAA approved travel expenses, to include food, transportation and lodging costs, for government employees participating in recruiting travel associated with varsity Football and Men's Basketball.

(b) Provide supplemental, non-appropriated funding for all food, lodging and transportation costs, at its discretion, for government employees participating in recruiting associated with non-revenue generating sports.

b. NAAA employees

(1) USNA responsibilities. Reimburse NAAA for the cost of travel, food and lodging for NAAA employees participating in recruiting activities associated with non-revenue generating sports up to the pre-approved annual budget amount.

(2) NAAA responsibilities. Fund travel, to include food, transportation and lodging costs for NAAA employees participating in recruiting activities associated with varsity sports.

c. Official visits

(1) NAAA responsibilities. Fund the costs of travel, food and lodging for prospective student athletes visiting the USNA on an NCAA-approved Official Visit.

(2) USNA responsibilities. Subject to availability of appropriated funds, reimburse NAAA for the cost of travel, food and lodging for prospective student-athletes in non-revenue programs visiting the USNA on an NCAA-approved official visit up to the pre-approved annual budget amount. Should appropriated funding not be available, it is understood that NAAA may not be able to execute associated prospective student-athlete visits.

4. Official Party travel

a. NAAA responsibilities. At NAAA's discretion, provide for the transportation, lodging and meals of the USNA Official Party for all away varsity athletic events. Official party travel for varsity athletic events is limited to the space available on air or ground transportation already chartered in support of an athletic competition.

b. USNA responsibilities. The Superintendent will approve a list of USNA (government) personnel who will be included in the Official Party for that trip. The Official Party will typically consist of select members of the Naval Academy's Senior Leadership Team and their spouses on a space available basis.

APPENDIX E
UNIFORMS AND EQUIPMENT

1. NAAA responsibilities:

a. Determine the uniform and equipment requirements necessary to successfully execute USNA's varsity intercollegiate and club sports program.

b. Oversee the procurement of all varsity and club team uniforms and equipment.

c. At NAAA's discretion, supplement costs over-and-above the funding levels received from USNA for varsity and club sports' uniforms and equipment.

2. USNA responsibilities. Subject to availability of funds, reimburse NAAA up to the budgeted amount for uniforms and equipment for all club sports teams and equipment for varsity teams other than Football and Men's Basketball. Should appropriated funding not be available, it is understood that NAAA may not be able to provide associated uniforms and equipment.

APPENDIX F
INFORMATION TECHNOLOGY RESPONSIBILITIES

1. Equipment

a. USNA responsibilities

(1) Fund all components of the Physical Education program IT environment exclusive of varsity athletics and NAAA-owned assets and facilities.

(2) Provide and fund all licenses for basic computing software, such as Microsoft Office and Google Suite, for Physical Education Department employees and USNA-owned computers, and at its discretion, varsity athletics programs and NAAA-owned computers.

b. NAAA responsibilities.

(1) Fund all components relating specifically to varsity athletics programs and NAAA-owned assets and facilities, including all hardware, basic computing software (such as Microsoft Office and Google Suite), specialty software (such as ticketing, sports technology, and recruiting), maintenance, and support service needs.

(2) Develop and establish an Information Technology Business and Operational use plan, synchronized to USNA standards for validation by USNA CIO to include but not limited to equipment, software, services, licenses, maintenance and personnel.

(3) Comply with USNA CIO Policies and Standards for Information Technology, Cyber Security and USNA Management of Personal Property where applicable, as delineated in the following USNA instructions:

(a) USNAINST 5231.1, Information Technology Life Cycle Management Policy

(b) USNAINST 5230.1, Information Technology and Cybersecurity Policy and Standards

(c) USNAINST 7320.10, USNA Management of Personal Property

(d) USNAINST 2400.1, Electromagnetic Spectrum Policy and Management

2. Service

a. USNA responsibilities

(1) The Information Technology Service Division (ITSD) will monitor compliance with USNA IT policy, guidance, instructions and directives.

(2) ITSD will assist with NAAA IT planning, requirements development, engineering studies, and performance data review as permitted by available resources and requested via the Life Cycle Management process for projects or via the help desk for less extensive requirements.

(3) ITSD will include NAAA in appropriate USNA IT meetings, conferences, seminars and special events of mutual interest.

(4) Provide required annual Personally Identifiable Information (PII) and DoD Cyber Awareness training to NAAA employees.

b. NAAA responsibilities

(1) Provide appropriate IT support staff to service the non-Physical Education elements of the physical mission.

(2) Ensure the NAAA IT environment is in accordance with USNA IT policy, guidelines, instructions and directives.

(3) Ensure NAAA employees compete required annual PII and DoD Cyber Awareness training.

(4) If any IT-related requirements cannot be met due to unique circumstances, coordinate resolution with ITSD.

3. Telephones

a. USNA responsibilities

(1) Maintain NAAA desktop phone lines on a reimbursable basis.

(2) Provide cellular phones and calling plans to select government coaches and staff members for Physical Education Department functions as deemed necessary by NAAA and validated by USNA.

b. NAAA responsibilities

(1) Reimburse USNA for desktop phone lines.

(2) Provide cellular phone stipends to select NAAA coaches and staff members as deemed necessary by NAAA.

4. Scoreboards

a. USNA responsibilities. Assist with the maintenance of electronic scoreboards on Naval

Academy grounds as requested by NAAA.

b. NAAA responsibilities. Pay for repair, maintenance and replacement of electronic scoreboards associated with all sports programs.

APPENDIX G
NAVY-MARINE CORPS MEMORIAL STADIUM RESPONSIBILITIES

Navy-Marine Corps Memorial Stadium is a 34,000-seat stadium owned by NAAA and located on private property outside of USNA.

1. NAAA responsibilities

a. Provide the Stadium to USNA for the purpose of conducting athletic events, USNA's annual Graduation and Commissioning ceremony, and other mutually agreed upon events that take place in the Stadium's banquet facilities and other Stadium venues.

b. Provide for set-up, take-down and janitorial services for all USNA athletic contests held at the Stadium.

c. Provide additional security at the Stadium in coordination with the Annapolis City Police, Anne Arundel County Police, Maryland State Police and DoD Law Enforcement organizations, as appropriate.

d. With the Commandant's staff, assist with the coordination of ATFP requirements for any events requiring midshipmen attendance.

2. USNA responsibilities

a. Reimburse NAAA, via an annual contract, for the direct costs associated with the Graduation and Commissioning Ceremony, including, but not limited to, the stage (repair, replacement), set-up, seating, security, parking and janitorial services.

b. Reimburse NAAA for the direct costs of any other non-athletic USNA events held at the Stadium.

APPENDIX H
SPORTS CAMPS AND CLINICS

USNA permits NAAA to plan and execute various sports camps and clinics on USNA grounds throughout the year. These camps are an essential part of USNA's recruiting, outreach and representational mission. They provide important opportunities for USNA faculty, staff and midshipmen to promote the USNA within the community.

1. USNA responsibilities. Provide on a non-reimbursable basis the use of USNA facilities, fields, and Bancroft Hall dining/lodging areas to NAAA for the purpose of conducting sports camps and clinics associated with USNA athletics.

2. NAAA responsibilities

a. Reimburse the Midshipman Ration Account and the Food Service Division for the cost of food provided to camp attendees and the authorized surcharge to offset the government expenses for food service workers and equipment.

b. Bear all expenses associated with conducting camps and clinics, including all janitorial and special event services other than routine maintenance.

c. Retain all net proceeds from the operation of camps and clinics and utilize associated funds, as determined by the NAAA, in support of varsity athletics, club sports, and related athletic facilities for the benefit of the athletic and physical fitness programs generally. NAAA shall annually report to the Board of Control Finance Committee a summary of expenditures made by the NAAA from camp proceeds related to facility improvements to the benefit of the physical mission.

d. Ensure that background checks of appropriate staff and employees comply with the requirements set forth in DODINST 1402.05 and OPNAVINST 1700.9. Coordinate with the Naval Academy's Command Security Manager, as necessary.

e. Maintain a comprehensive instruction that includes detailed guidance regarding camp and clinic operations, logistics and regulations in its Policies and Procedures Manual.

f. Will inform NABSD regarding administration of any desired concessions while on federal property.

g. To ensure adequate athletic facility availability for the Brigade of Midshipmen, coordinate with USNA for approval of local youth sports teams use of sports fields and facilities on the Yard.

APPENDIX I
ATHLETIC EVENT ADMISSIONS AND TICKETS

1. NAAA responsibilities

a. Provide to USNA at no cost, admission and parking to each Navy home football game at Navy-Marine Corps Memorial Stadium, as follows:

(1) 50 total tickets (20 tickets in Section 4 and 30 tickets in the Flag Bridge) in support of USNA Strategic Outreach.

(2) Up to 75 parking passes as requested.

(3) Admission for the Brigade of Midshipmen.

(4) Admission credentials for Football Team Officer Representatives.

(5) Ten (10) admission credentials for Task Force Personnel per home game.

b. Provide to USNA at no cost, admission and parking to the annual Army-Navy football game, as follows:

(1) 200 game tickets to the Army-Navy football game in support of USNA Strategic Outreach.

(2) Parking passes based on the terms of the contractual agreements with the host venue.

(3) Admission for the Brigade of Midshipmen.

(4) Admission credentials for Football Team Officer Representatives.

(5) Twenty (20) admission credentials for Task Force Personnel.

c. For regular season "home" football games played at neutral site stadiums, provide to USNA at no cost:

(1) 20 game tickets

(2) If available, a suite seating up to 20 guests, including hospitality. Gift acceptance process may apply.

(3) Admission credentials for Football Team Officer Representatives and twenty (20) admission credentials for Task Force Personnel.

d. For Navy away football games, provide USNA at no cost, up to 20 game admissions credentials based on actual USNA requests provided prior to each event.

e. For post-season "Bowl" football games, provide to USNA at no cost:

(1) 20 game tickets

(2) If available, a suite seating up to 20 guests, including hospitality. Gift acceptance process may apply.

(3) Admission credentials for Football Team Officer Representatives and ten (10) admission credentials for Task Force Personnel.

f. For Navy home Men's and Women's Basketball and Men's Lacrosse contests, provide to USNA at no cost:

(1) Up to 24 tickets per event, as requested, for USNA official party and in support of USNA Strategic Outreach.

(2) Admission for the Brigade of Midshipmen

(3) Admission credentials for Basketball and Lacrosse Teams Officer Representatives and up to six (6) Task Force Personnel, when applicable.

2. USNA responsibilities

a. At his discretion, the Superintendent may host a reception in a designated hospitality area at home football games and other significant sporting events for the purpose of maintaining positive relationships with community leaders, parents, fleet personnel, alumni, supporters, the academic community and the general public. These relationships are critical to branding the Naval Academy's status as a premier institution and help in attracting the most qualified midshipman candidates.

b. Permit NAAA to charge reasonable admission fees to varsity athletics contests that take place in government facilities, and to retain the revenue in support of the varsity athletics program as appropriate.

c. Pay for parking or tickets requested in excess of above amounts.

d. Reimburse NAAA for away football game tickets, including bowl games, for midshipmen, excluding Task Force Personnel.

APPENDIX J
LICENSING AND SPONSORSHIPS

1. NAAA shall act as USNA's exclusive agent in the licensing of merchandise and sponsorship contracts for events related to the physical mission or athletics, but take reasonable steps to ensure that it is not being perceived by the public as acting on behalf of the United States Government.

2. NAAA shall act as USNA's exclusive agent for matters relating to licensing of merchandise that displays NAAA or Naval Academy logos, nomenclature names, trademarks, service marks copyrights and other intellectual property as it pertains to intercollegiate athletics.

3. NAAA is authorized to utilize the services of a third-party agency to manage the licensing process.

4. NAAA is authorized to conduct sponsorship sales according to its sponsorship contracting models.

5. NAAA shall take reasonable steps to ensure that midshipmen, government faculty and staff do not individually endorse any product or company in violation of the Joint Ethics Regulation.

6. NAAA shall consult with the USNA Staff Judge Advocate and/or Command Counsel on questions or guidance relating to licensing and sponsorship practices, as appropriate.

7. NAAA shall take the following steps to ensure sponsorship alliances are acceptable to USNA:

a. Annually provide the Board of Control a list of new sponsorships for that respective year.

b. Provide to USNA Staff Judge Advocate or Command Counsel for review, in advance of signing, any sponsorship agreement involving a prohibited source (a person/activity that does or seeks to do regular business with USNA) or any other entity whose affiliation with USNA could potentially reflect unfavorably on USNA, any of its employees, the Navy or the United States Government.

c. Decline to enter into or renew any sponsorship agreement that might reflect unfavorably on USNA or any of its employees, or if so directed by the Superintendent for any reason.

d. Ensure all contracts related to the business dealings and sponsorship agreements entered into by the NAAA include a provision substantially similar to the following language:

> *"The parties acknowledge that NAAA is not a government agency. Furthermore, nothing in this Agreement shall be deemed or construed as binding upon the United States Naval Academy or the United States Government."*

8. Proceeds from all of the aforesaid sponsorship agreements, alliances, and affiliations shall be retained by the NAAA and applied in support of the varsity sports program, athletic facilities located on USNA grounds, and for the benefit of the athletic and physical fitness programs of USNA generally.

9. NAAA shall retain one hundred percent (100%) of all royalties generated by the aforesaid licensing activity and paid to NAAA by its third-party licensing agent, but shall reflect forty percent (40%) of such revenue on its books as restricted for uses in support of the athletic facilities located on the grounds of the Naval Academy.

APPENDIX K
MANNING AND PERSONNEL

1. The President of the NAAA also serves as the Director of Athletics (AD) in a voluntary services capacity. He is the member of the Senior Leadership Team responsible for accomplishment of the physical mission, including intercollegiate athletics, Physical Education, Club Sports and most athletic facilities. The AD is not a federal employee.

a. The Chain of Command for all physical mission civilian government employees flows through the Provost to the Superintendent. Inclusion of the Provost in the chain of command allows the AD to administer all aspects of the physical mission, but as appropriate, all civilian government employee personnel actions (hiring, merit-based pay increases, renewal of appointments, performance management & appraisal, etc.) will be executed within governmental lines of authority.

b. The AD may not issue USNA instructions, but can co-sign with the Provost, Commandant and/or senior physical mission federal employee those USNA instructions pertaining to the physical mission.

2. NAAA will not discriminate against any employee or applicant for employment on the basis of color, race, religion, national origin, age, sex, sexual orientation, marital status or disability, and complies with all current United States Equal Employment Opportunity Commission regulations.

APPENDIX L
MISCELLANEOUS

1. Subject to availability of funds, USNA will reimburse NAAA for budgeted costs directly related to the support and operations of non-revenue generating sports teams, including, but not limited to:

- Athletic contest entry fees
- Recruiting supplies and services
- Postage
- Special Delivery
- Printing
- Officials' Fees
- Other Game Expenses
- Championships
- Tournament Expenses

Should appropriated funding not be available, it is understood that NAAA may not be able to achieve all associated physical mission requirements of this agreement.

2. Every midshipmen is assessed a monthly activity fee, set annually IAW the Midshipman Stipend and Annual Budget Book, to offset the cost of non-revenue producing sports programs, athletic facility maintenance, and midshipmen attending varsity athletic events where attendance is charged. USNA will transfer these fees to NAAA on a monthly basis.

3. NAAA will provide laundry services for all Varsity sports.

4. NAAA is responsible for contributing to the funding of the Brigade's roundtrip transportation to/from the Army-Navy football game at rates negotiated with the respective host cities. Current rate under the existing contract is $75,000 per year. In future Army-Navy contracts with host cities, transportation rates should be negotiated such that the full cost of transporting the Brigade to the respective host cities is covered, regardless of location.

5. USNA and NAAA will each procure, maintain and repair their own office equipment, vehicles, furniture and other property.

a. USNA property must be controlled through the plant property and minor property accounting systems. NAAA will maintain a similar property accounting system within the NAAA on capital assets worth over five thousand dollars ($5,000.00).

b. USNA will pay for the repair of government-owned equipment and NAAA will pay for the repair of NAAA-owned equipment, except for scoreboards as described in Appendix F.

6. NAAA is authorized to use USNA Yard Mail, but only for official business.

7. NAAA is authorized, at its discretion, to provide an annual gift of athletic spirit gear to the Superintendent, the Superintendent's spouse, the members of the Naval Academy Senior Leadership Team, Officer Representatives and Faculty Representatives as deemed appropriate by the NAAA for wear at USNA sporting events.

8. NAAA annually sponsors a fall and spring sports banquet and football banquet to recognize individual and team accomplishments and a gala prior to the Army-Navy Game. Attendance at these events by members of the Senior Leadership Team is recognized as an important representational function of these positions. Accordingly, the NAAA may provide no-cost attendance to these events to members of the Senior Leadership Team.

9. NAAA will coordinate with USNA prior to the naming of any spaces on the Yard or at the Brigade Sports Complex, as per Navy directives.