



SECRETARY OF DEFENSE
1000 DEFENSE PENTAGON
WASHINGTON, DC 20301-1000

DEC 23 2014

MEMORANDUM FOR SECRETARIES OF THE MILITARY DEPARTMENTS
CHAIRMAN OF THE JOINT CHIEFS OF STAFF
UNDER SECRETARY OF DEFENSE FOR PERSONNEL
AND READINESS
CHIEFS OF THE MILITARY SERVICES
CHIEF OF THE NATIONAL GUARD BUREAU
GENERAL COUNSEL OF THE DEPARTMENT OF DEFENSE
ASSISTANT TO THE SECRETARY OF DEFENSE FOR
PUBLIC AFFAIRS

SUBJECT: Installation Access and Support Services to VA-Recognized Veteran Service Organizations/Military Service Organizations

As you all know, national Veterans Service Organizations (VSOs) and Military Service Organizations (MSOs) are a critical component of our overall framework of care for our Service members throughout all phases of their military service, but most especially their transition to civilian life and Veteran status. It is in the best interest of the Department of Defense (DoD) to maintain strong relationships with national VSOs/MSOs approved and recognized by the Secretary of Veterans Affairs (VA) for the preparation, presentation, and prosecution of VA claims. A list of VSOs/MSOs that are currently approved and recognized by the VA to provide accredited representation services is provided at Attachment 1.

Although access to DoD installations is already provided to these organizations for the purpose of VA-accredited representation services under section 2670 of title 10, U.S.C., this memo serves to: (1) reemphasize those privileges granted under the law, (2) direct immediate implementation of additional measures to facilitate their consistent delivery across DoD installations and, (3) provide clarity to installation commanders on adjudicating requests:

(1) Privileges granted under the law:

- **Access to DoD Installations:** As provided in law, installation commanders must permit paid, full-time, and accredited representatives of national VSOs/MSOs approved and recognized by the Secretary of Veterans Affairs, pursuant to section 5902 of title 38, U.S.C., to function on military installations under the commander's jurisdiction for the purpose of providing VA-accredited representation services to transitioning Service members. As a matter of policy, voluntary or part-time accredited representatives of such VSOs/MSOs approved and recognized by the Secretary of Veterans Affairs are to be treated in the same manner.
- **Space and Support Services:** There have been a number of cases of inconsistent application of the law which requires commanders to provide nationally recognized VSOs/MSOs with reasonable space and support services, without charge. As such,



OSD015110-14

consistent with the law, I expect installation commanders to provide qualifying VSO/MSO with space and associated services on an “as-available” basis, within existing resources, mission requirements, and security constraints. For purposes of this memorandum, the term “associated services” includes existing office furniture, machines, and equipment, as well as existing lighting, heating, cooling, electricity, internet service, and local telephone service. Because the services to be provided by VSOs/MSOs are for the primary benefit of our transitioning Service members, installation commanders shall provide available space and associated services without charge to the VSO/MSO for these purposes. The provision of available space to a VSO/MSO should not be on terms constituting a leasehold interest, unless the requirements of section 2667 of title 10, U.S.C., and other applicable law, are met.

- Installation access, available space, and associated services may not be used for VSO/MSO fundraising or recruitment, the performance of internal, administrative or back-office functions of the VSO/MSO, or for the provision of any service for which the VSO/MSO, or other person or entity associated with the VSO/MSO, charges a service fee, admission fee, or any other charge. The access granted in this memorandum does not extend to the use of installation services, such as the Exchange and Commissary, by individuals who are not otherwise authorized patrons. Further, Service members may not be compelled to participate in any presentation or event offered by a VSO/MSO granted access, available space, or associated services under this memorandum.

(2) Additional measures to facilitate consistent delivery across DoD installations:

- **Requests and Determinations in Writing:** The Secretaries of the Military Departments will issue guidance that requires installation commanders to consider written requests from qualifying national VSOs/MSOs for providing VA-accredited representation services and to respond to those requests in writing.
- **Training and Education:** Incorporate in your regular pre-command courses, and Judge Advocate and Public Affairs officer training programs, requirements associated with the support of qualifying national VSOs/MSOs authorized to function on DoD installations. The Office of the Under Secretary of Defense for Personnel and Readiness, the Office of the DoD General Counsel, and the Office of the Assistant to the Secretary of Defense for DoD Public Affairs will collaborate to develop material for use by the Military Departments in their training.

(3) Guidance to installation commanders on adjudicating requests for space:

- **Tools and Templates:** Terms and conditions of any agreement between an installation commander and a VSO/MSO shall be documented in a written Memorandum of Understanding (MOU) executed by both parties. A template for such an MOU is provided at Attachment 2. The installation commander may waive

this requirement for 60 days from the date of this memorandum for VSOs/MSOs that currently receive available space and services but have not yet executed an MOU.

- **Distribution of Available Space:** Use of available space and associated services for the purpose of providing VA-accredited representation services need not be authorized on an exclusive and continuous basis; space and services may be rotated among qualifying representatives of the VSOs/MSOs using a “business center” or other appropriate model.
- **Adjudicating Requests for Access/Space:** Installation commanders shall reconcile requests for available space and associated services with existing resources and avoid any detriment to the military mission or to security. The installation commander is the final adjudicating authority for management of available space. Installation commanders may allocate underutilized space under this memorandum; however, they shall not create or develop new space, nor make major renovations to existing space solely for VSO/MSO use, nor allocate space in decommissioned facilities or those scheduled for demolition.

Installation commanders shall periodically review determinations to provide access, available space, and associated services under this memorandum to ensure they remain valid. Nothing in this memorandum constrains the authority of an installation commander to restrict or revoke access, or to withdraw the provision of available space and associated services provided pursuant to this memorandum when warranted by mission requirements, security constraints, a lack of available space or non-compliance with the terms of the MOU between an installation commander and a VSO/MSO.

Installation commanders retain discretion to permit access and provide space to other Non-Federal Entities under criteria set forth in DoD Directive 1000.26E, *Support for Non-Federal Entities Authorized to Operate on DoD Installations*, and DoD Instruction 1000.15, *Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations*. This memorandum should not be applied to the detriment of existing agreements between installation commanders and Non-Federal Entities.

Commanders are authorized to use official command communication channels, including Transition Assistance Program materials, to inform Service members about the availability of VA-accredited representation services provided on their installations by VSOs/MSOs operating under the provisions of this memorandum. Such information distribution does not imply endorsement.

This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

This memorandum is effective within 60 days of the signing of this document and shall remain in effect until the provisions are incorporated in the appropriate DoD Instructions. Additional organizations interested in becoming approved and recognized by the Secretary of

Veterans Affairs in the preparation, presentation, and prosecution of VA claims may apply at:
<http://www.va.gov/ogc/accreditation.asp>.

This memo should be disseminated through the chain of command to the lowest possible level. Questions regarding this memorandum should be referred to the Office of the Under Secretary of Defense for Personnel and Readiness.

Thank you.

A handwritten signature in blue ink that reads "Chuck Hagel". The signature is written in a cursive style and is underlined with a single blue line.

Attachments:
As stated

ATTACHMENT 1
VSO/MSOs Currently Recognized by the VA
To Provide Accredited Representation Services

By virtue of authority contained in title 38, United States Code, the organizations listed below have been granted recognition in the presentation of claims under the statutes administered by the Secretary of Veterans Affairs. This listing is not intended to reflect on the quality of services rendered by other Veterans service organizations. The list was current as of the date of which the base memorandum was issued. The updated list is maintained at: <http://www.va.gov/vso/>.

Service organizations Recognized by the VA for Claim Processing:

African American PTSD Association (Not congressionally chartered)

American Ex-Prisoners of War, Inc.

American GI Forum of the United States

The American Legion

American Red Cross

AMVETS

Army and Navy Union, U.S.A., Inc.

Blinded Veterans Association

Catholic War Veterans of the U.S.A., Inc.

Disabled American Veterans

Fleet Reserve Association

Gold Star Wives of America, Inc.

Italian American War Veterans of the United States, Inc.

Jewish War Veterans of the U.S.A.

Legion of Valor of the United States of America, Inc.

Marine Corps League

Military Officers Association of America (MOAA)

Military Order of the Purple Heart of the U.S.A., Inc.

National Amputation Foundation, Inc.

National Association for Black Veterans, Inc.

National Association of County Veterans Service Officers, Inc.

National Veterans Legal Services Program

National Veterans Organization of America, (NVOA) (Not congressionally chartered)

Navy Mutual Aid Association

Non Commissioned Officers Association of the U.S.A.

Paralyzed Veterans of America

Polish Legion of American Veterans, U.S.A.

Swords to Plowshares, Veterans Rights Organization

The Retired Enlisted Association

United Spinal Association, Inc. (Not congressionally chartered)

Veterans Assistance Foundation, Inc. (Not congressionally chartered)

Veterans of Foreign Wars of the United States

Veterans of the Vietnam War, Inc. & The Veterans Coalition (Not congressionally chartered)

Veterans of World War I of the U.S.A., Inc.

Vietnam Veterans of America

Wounded Warrior Project

ATTACHMENT 2

Example Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

[INSTALLATION]

AND

[VSO/MSO]

SUBJECT: MOU

This MOU is between [Installation] and [VSO/MSO]. When referred to collectively [Installation] and [VSO/MSO] are referred to as the “Parties.”

1. **BACKGROUND.** A primary purpose of [VSO/MSO] is to assist veterans and transitioning Service members in filing claims for the many benefits available to them through the Department of Veterans Affairs (VA). In this role, and in accordance with 38 U.S.C. section 5902, [VSO/MSO] has been granted recognition in the preparation, presentation, and prosecution of claims under laws administered by the Secretary of Veterans Affairs.

2. **PURPOSE.** This MOU addresses the responsibilities of each of the Parties incident to the functioning of [VSO/MSO] on [Installation] and the use of available space and associated services for the purpose of providing VA-accredited representation services to Service members. For purposes of this MOU, the term “associated services” includes existing office furniture, machines, and equipment, as well as existing lighting, heating, cooling, electricity, internet service, and local telephone service.

3. **UNDERSTANDING OF THE PARTIES.**

3.1 [Installation] will --

3.1.1. Provide [VSO/MSO] with access to [Installation] and {exclusive, full-time use of appropriate space in an installation facility for the sole purpose of providing VA-accredited representation services} *or* {non-exclusive, part-time use of appropriate space in an installation facility for the sole purpose of providing VA-accredited representation services. Use of such space may be shared on a rotating basis among other non-Federal entities providing VA-accredited representation services, or be used for other governmental purposes}. The space provided will allow for private and confidential conversations to take place between the accredited [VSO/MSO] representative and his/her Service member client. Installation access and use of space will be provided at no cost to [VSO/MSO].

3.1.2. Provide [VSO/MSO] with associated services as are reasonably required for the delivery of VA-accredited representation services in the space provided for that activity. Such

associated services will be provided at no cost to [VSO/MSO].

3.1.3. Appoint a Representative to serve as the liaison between [VSO/MSO] and [Installation] to facilitate access to the installation and the provision of installation space and associated services. The Representative will --

[NOTE: MOU may include items such as those below according to local needs]

3.1.3.1. Distribute and maintain accountability of keys for access to facilities and office space approved in accordance with the applicable installation standard operating procedures.

3.1.3.2. Process work orders for repair and maintenance of the office space and any provided equipment.

3.1.3.3. Provide [VSO/MSO] with an emergency contact list of government activities/personnel.

3.1.3.4. Oversee all activities incident to this MOU and ensure compliance with the terms by all Parties.

3.2. [VSO/MSO] will --

3.2.1. Ensure that all [VSO/MSO] representatives provided access to [Installation] and the use of space and associated services under the provisions of this MOU are fully accredited by the VA for providing representation services.

3.2.2. Ensure that all activities and functions of [VSO/MSO] representatives under this MOU are restricted solely to providing VA-accredited representation services to Service members who have requested them. Such services will be provided at no cost to Service members.

3.2.3. Agree to not use provided space and associated services for [VSO/MSO] fundraising or recruitment, the performance of internal, administrative or back-office functions of [VSO/MSO], or for the provision of any service for which [VSO/MSO], or other person or entity associated with [VSO/MSO], charges a service fee, admission fee, or any other charge.

3.2.4. If the space provided is intended to be shared among other organizations offering VA-accredited representation services, agree to coordinate usage schedules directly with those organizations in a proactive, transparent, professional, and equitable manner. The [Installation] Representative will address all unresolved disputes between organizations that may arise under this provision, and will issue a final determination that is binding on all parties to the dispute.

3.2.5. Ensure all [VSO/MSO] functions and services provided on [Installation] are conducted in compliance with all applicable laws, governing regulations, and this MOU.

3.2.6. Ensure all authorized [VSO/MSO] representatives functioning on [Installation] conduct themselves in a professional, courteous and respectful manner that is compatible with and does not disrupt work being performed by [Installation] employees, contractors or other individuals assigned to [Installation].

3.2.7. Maintain the general cleanliness and good order of the space and associated services provided under this MOU. This does not include janitorial services and trash removal, which will be provided by [Installation] according to standard local procedures.

3.2.8. Provide the [Installation] Representative an emergency contact list of [VSO/MSO] officers or other appropriate personnel.

3.3.9. Turn off lights and adjust heat controls and secure the provided space as directed by the [Installation] Representative when vacating.

3.3.10. Ensure that no property is left unattended outside the provided space.

3.3.11. Obtain adequate insurance as protection against public liability claims, property damage claims, or other legal actions arising from [VSO/MSO] activities, individuals acting on its behalf, or the operation of any equipment, apparatus, or device under the control and responsibility of [VSO/MSO].

3.3.12. Obtain approval from the [Installation] Representative prior to the introduction of any electrical equipment and/or appliances into the space provided. Approval may require the Representative to consult with and receive final approval from the installation fire department or other authorities.

3.3.13. Obtain approval from the [Installation] Representative prior to the storage, preparation, and service of food in the space provided. Once approved, all food must be stored, prepared, and served consistent with installation standards and procedures.

3.3.14. Comply with all installation security requirements and procedures.

3.3.15. Fully comply with the above responsibilities. The [Installation] Representative will notify [VSO/MSO] of any deficiencies regarding the above standards. [VSO/MSO] will have 24 hours to correct any deficiencies noted by the [Installation] Representative. Failure to correct a deficiency within the time prescribed or the accumulation of three or more deficiencies within a three-month period will result in an evaluation and determination as to whether the [VSO/MSO] may continue to access [Installation] and use the space and associated services provided under this MOU.

4. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS.

5.1. POINTS OF CONTACT (POC). The following POC will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For [Installation] –

5.1.1.1. [Name, position, telephone number, email address]

5.1.2. For [VSO/MSO]

5.1.2.1. [Name, position, telephone number, email address]

5.2. CORRESPONDENCE. All correspondence to be sent and notices given pursuant to this MOU will be addressed to --

5.2.1. If for [Installation] –

5.2.1.1. [Name, position, mailing address]

5.2.2. If for [VSO/MSO] –

5.2.2.1. [Name, position, mailing address]

5.3. FUNDS AND MANPOWER. This MOU does not document or provide for the exchange of funds or manpower between the Parties nor does it make any commitment of resources other than as specifically provided under this MOU.

5.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

5.5. DISPUTES. Any disputes relating to this MOU will be subject to any applicable, law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

5.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated at will by either Party.

5.7. TRANSFERABILITY. This MOU is not transferrable except with the written consent of the Parties.

5.8. LIMITATIONS.

5.8.1. This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

5.8.2. The provision of space to [VSO/MSO] pursuant to this MOU does not constitute a leasehold interest, unless the requirements of section 2667 of title 10, U.S. Code, and other applicable law, are met.

5.8.3. Nothing in this MOU constrains the authority of [Installation] to restrict or revoke access, or to withdraw the provision of available space and associated services provided pursuant to this MOU when warranted by mission requirements, security constraints, a lack of available space or non-compliance with the terms of the MOU between [Installation] and [VSO/MSO].

5.9. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.10. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.

5.11. EXPIRATION DATE. This MOU expires on [date no earlier than three years after effective date]

[Installation commander or designated
Representative]

[VSO/MSO authorized representative]
]

(Date)

(Date)