

**STATEMENT OF UNDERSTANDING BETWEEN  
THE AMERICAN RADIO RELAY LEAGUE, INC.  
AND  
THE AMERICAN NATIONAL RED CROSS**

## **I. PURPOSE**

The purpose of this Statement of Understanding (SOU) is to affirm and restate the terms of an ongoing working relationship between The American National Red Cross (hereinafter referred to as the American Red Cross or the Red Cross) and The American Radio Relay League, Inc. (hereinafter referred to as ARRL) in preparing for and responding to disaster relief situations at all levels. This agreement provides the broad framework for cooperation between the two organizations in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

## **II. CONCEPT OF OPERATIONS**

Each party to this SOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

## **III. DEFINITION OF DISASTER**

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, volcanic eruption, drought, blizzard, pestilence, famine, fire, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

## **IV. AUTHORITY OF THE AMERICAN RED CROSS**

In providing disaster relief, the American Red Cross has both a legal and a moral mandate that it has neither the authority nor the right to surrender. The American Red Cross has both the power and the duty to act in disaster, and prompt action is clearly expected and supported by the public.

The American Red Cross authority to perform disaster services was formalized when the organization was chartered by the Congress of the United States in 1905. Among other provisions, this charter charged the Red Cross:

to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.

*-U.S. Congress, act of January 5, 1905, as amended, 36 U.S.C.*

The authority of the American Red Cross to provide disaster services was reaffirmed by federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in the 1988 Robert T. Stafford Disaster Relief and Emergency Assistance Act.

## **V. ORGANIZATION OF THE AMERICAN RED CROSS**

The national headquarters of the American Red Cross is located in Washington, D.C. National headquarters is responsible for implementing policies and regulations that govern American Red Cross activities, and for giving administrative and technical supervision and guidance to the chartered units. Chartered units include chapters and Blood Services regions. The Board of Governors has delegated to the duly-constituted volunteer governing board of each chartered unit the authority and responsibility for: (a) governance of the chartered unit, (b) delivery of authorized services in the territorial jurisdiction of

the chartered unit, and (c) meeting corporate obligations in conformance with and subject to the limitations stated in corporate regulations.

The American Red Cross provides the following five (5) services: Armed Forces Emergency Services, Biomedical Services, Disaster Services, Health and Safety, Youth, and Community Services, and International Services.

Each chartered unit has the authority and responsibility for carrying out the purposes of the American Red Cross, for delivering local American Red Cross services, and for meeting corporate obligations within the territorial jurisdiction assigned in conformity with corporate regulations. The chartered units ("chapters") coordinate their work through voluntary state councils. There are approximately 1000 chapters across the United States.

Each chapter is responsible for providing disaster planning, preparedness, mitigation, education, and response. Each chapter has a disaster leadership team or committee. This team or committee studies the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The chapter disaster leadership also formulates cooperative plans and procedures with local government agencies and private organizations for carrying on relief operations should a disaster occur. Through its nationwide organization, the American Red Cross coordinates its total resources for use in large disasters. Services will be provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation.

## **VI. ORGANIZATION OF THE AMERICAN RADIO RELAY LEAGUE**

The ARRL is organized in relevant part, for the promotion of interest in Amateur Radio communication and experimentation; the establishment of Amateur Radio networks to provide electronic communications in the event of disasters or other emergencies; the furtherance of the public welfare; the advancement of the radio art; the fostering and promotion of noncommercial intercommunication by electronic means throughout the world; and for related purposes. It is governed by a Board of Directors composed of 15 persons who are elected on a regional basis by the membership. Its headquarters is located in Newington, Connecticut. Since 1914, the ARRL has been the standard-bearer in amateur radio affairs throughout the United States. The ARRL Field Organization covers the United States and U.S. territories. The field organization is administered by elected Section Managers in the 71 ARRL Sections (a section is an ARRL-created political boundary roughly equivalent to states or portions thereof). Emergency communications are provided by the ARRL-sponsored Amateur Radio Emergency Service (ARES). Organized under the Section Manager and directed by a Section Emergency Coordinator, the ARES field organization includes District Emergency Coordinators and local Emergency Coordinators, who provide leadership and training for the thousands of ARES members. Complementing the ARES is the National Traffic System (NTS). Organized under the Section Manager and directed by a Section Traffic Manager, NTS nets cover widespread as well as local areas. These nets function daily in the handling of formal message traffic. Working and training together, the ARES and NTS volunteers provide emergency communications and message handling that is designed to meet the needs of any emergency situation.

## **VII. METHOD OF COOPERATION**

The ARRL recognizes the American Red Cross as having primary responsibility for responding to domestic disasters. Therefore, the ARRL desires to maintain a harmonious and cooperative relationship with the American Red Cross in providing emergency communication services to the entire community affected by a disaster. In order that the resources of the American Red Cross and the ARRL may be coordinated and used to the fullest advantage in rendering disaster relief, both agencies agree to the following:

1. Close liaison will be maintained between the national headquarters of the American Red Cross and the ARRL by conferences, meetings, telephone, facsimile, electronic messaging, and other means. Each organization will share current data regarding disasters, disaster declarations, and changes in regulations, technology and legislation related to communications. The same interaction and liaison will be encouraged at all levels of both organizations.
2. ARRL agrees to supply American Red Cross with lists of local Emergency Coordinators on an annual basis. American Red Cross agrees to supply ARRL with State Disaster Lead Chapter addresses and points of contact on an annual basis. The ARRL will maintain a list of deployed Amateur Radio Operators. In such cases when the operators are required to carry American Red Cross identification, they must register at American Red Cross disaster operations headquarters as American Red Cross volunteers. Upon ARRL's request, the American Red Cross will provide the first name and last name of American Red Cross registered Amateur Radio Operators to ARRL.
3. Chapters and other administrative units of each organization, with general guidance and assistance from their national units, will be encouraged to engage in training exercises, as appropriate. Also, these units may perform other cooperative efforts such as disaster planning and preparedness, first aid, cardio-pulmonary resuscitation (CPR), health courses, communications training, and community Disaster Education, as well as providing disaster relief services and supplies.
4. The ARRL may provide volunteers to assist the American Red Cross with communications in support of disaster relief roles as may be mutually agreed upon. Except as set forth below, all such personnel shall be at all times considered ARRL volunteers. The American Red Cross and the ARRL personnel may serve on each other's local disaster committees and/or boards as mutually agreed upon in individual cases.
5. Volunteers from ARRL, ARES, and NTS may, under conditions and terms established by American Red Cross from time to time, also serve as American Red Cross volunteers for a mutually agreed upon task or function. Such volunteers shall have the responsibilities and be entitled to the privileges of an American Red Cross volunteer for the designated period in accordance with, and subject to, all American Red Cross standards and regulations.
6. Notwithstanding the foregoing, it is understood and agreed that radio amateurs, being licensed and regulated by the Federal Communications Commission, shall at all times exercise sole and exclusive control over the operation of their radio stations. Such control cannot be surrendered or delegated, in accordance with Federal law. As appropriate, the American Red Cross will provide identifying apparel or badges to wear in any activities performed in accordance with this Statement of Understanding.
7. The American Red Cross will encourage its service delivery units to communicate with local ARRL volunteers to explore opportunities for collaboration to provide mitigation and Community Disaster Education within their respective communities. Cooperative efforts could include distributing Community Disaster Education materials to targeted populations within the community, or requesting that local ARRL, ARES, and NTS volunteers be encouraged to take part in pre-disaster planning and work with the local chapter to provide amateur radio communications equipment and volunteers to meet the needs of the disaster communications plan. Additionally, the ARRL offers certification in Amateur Radio emergency communications, a training program that is mutually beneficial to the ARRL and to the American Red Cross. Volunteers holding valid ARRL Emergency Communications Certification credentials will be recognized for this knowledge.

8. Recognizing the need for advising the public of the work of both organizations, the American Red Cross and the ARRL will make every effort, through their public information offices during the time of disaster, to keep the public informed of their cooperative efforts and volunteer services.
9. Both ARRL volunteers and American Red Cross workers will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties.
10. In the event of a national disaster operation, ARRL local emergency communication volunteers will act as a local liaison to the American Red Cross.
11. Whenever there is a disaster requiring the use of amateur radio communications facilities, the Red Cross, through its local chapter or through the national sector, may request the assistance of the ARES and NTS near the scene of the disaster. This assistance may include: alert and mobilization of ARRL amateur radio volunteer emergency communications personnel in accordance with a prearranged plan, establishment and maintenance of fixed, mobile, and portable station emergency communication facilities for local radio coverage and point-to-point contact between American Red Cross personnel and locations and maintenance of the continuity of communications for the duration of the emergency period until normal communications channels are substantially restored, or until Amateur Radio communications are no longer necessary in support of the response to the disaster.
12. The American Red Cross and the ARRL will cooperate in the promulgation of a specific set of operational guidelines for the management of the health-and-welfare (disaster welfare) inquiry function both at the national and local levels. Copies of these guidelines will be distributed to local American Red Cross chapters and ARRL field organization officials.
13. The ARRL recognizes that the American Red Cross, working with officials in the disaster area, may need to establish guidelines concerning the acceptance, transmission, and distribution of health-and-welfare (disaster welfare) traffic by amateur radio. Accordingly, the ARRL amateur radio emergency communications volunteers will be encouraged to handle traffic in accordance with the needs of American Red Cross personnel in the disaster area, subject, nevertheless, to all applicable statutory and Federal Communications Commission regulations.
14. The ARRL recognizes that Red Cross chapters not in the disaster area may have the need for health-and welfare (Disaster Welfare Information [DWI]) traffic transmitted or received by Amateur Radio. The ARRL will encourage ARES and NTS volunteers to work with Red Cross chapters to provide this service using procedures cooperatively established during any particular disaster. All DWI traffic passed by amateur radio operators must follow NHQ ARC 2079H format.
15. Detailed operating plans for the utilization of the communications facilities of the Amateur Radio Service will be developed cooperatively between the local Red Cross chapter and local ARRL, ARES, and NTS personnel.
16. The American Red Cross and the ARRL will actively seek to determine other areas or services within their respective organizations where cooperation and support will be mutually beneficial and to amend this Statement of Understanding accordingly to include those additional areas or services.
17. The two organizations agree that any expenses incurred as a result of cooperation or collaboration under the terms of this Statement of Understanding will be apportioned as agreed

to in writing by both parties prior to incurring such expenses. In the absence of any such written agreement, each party shall bear its own costs and expenses exclusively.

18. The use of the name and emblem of the American Red Cross and ARRL by the other shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of both organizations and when such projects are in conformity with American Red Cross regulations and ARRL policy.
19. The American Red Cross and the ARRL will inform their chapters, members, other units or departments, and administrative offices of, and otherwise widely distribute, this agreement and will urge full cooperation with each other.

## VII PERIODIC REVIEW

Representatives of the American Red Cross Disaster Services and the ARRL will, on an annual basis, on or around the anniversary date of this agreement, jointly evaluate progress in the implementation of the Statement of Understanding and revise and develop new plans or goals as appropriate.

## IX TERM OF STATEMENT OF UNDERSTANDING

This SOU shall be effective on September 17, 2002 and terminate on September 16, 2007. Six months prior to termination, the parties shall meet to review the progress and success of the SOU and determine whether it shall be extended for an additional five years. In no event shall any single extension of this SOU be for a term exceeding five years.

It is understood by both parties that at any time this Statement of Understanding may be terminated by written notification from either party to the other.

## X. MISCELLANEOUS

This Statement of Understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other.

(signed)

Jim Haynie  
President  
The American Radio Relay League, Inc.  
September 17, 2002

John McDivitt  
Executive Vice President  
Disaster Services  
The American National Red Cross  
September 17, 2002