



DEPARTMENT OF THE NAVY
HEADQUARTERS UNITED STATES MARINE CORPS
3280 RUSSELL ROAD
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

2 JUL 2002

Mr. Donaldson D. Frizzell, President
First Command Educational Foundation
4100 South Hulen, P.O. Box 901091
Fort Worth, TX 76101

SUBJECT: MEMORANDUM OF UNDERSTANDING

Dear Mr. Frizzell:

I am forwarding to you approval, from the Assistant Secretary of the Navy (ASN M&RA), for First Command Educational Foundation to provide financial educational services to military personnel at Marine Corps installations, upon invitation of Commanders.

Enclosed is a Memorandum of Understanding (MOU) between the Marine Corps and First Command Educational Foundation. If the terms of the MOU meet with your approval, please sign and return to me. Upon receipt, we will inform Commanders of this invaluable opportunity.

Thank you for your initiative to assist our Service members and their families.

Sincerely,

A handwritten signature in cursive script that reads "Michael P. Downs".

MICHAEL P. DOWNS
Director
Personal and Family
Readiness Division



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HEADQUARTERS UNITED STATES MARINE CORPS
3280 RUSSELL ROAD
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1754
MRL
16 JUL 2002

From: Commandant of the Marine Corps (MR)

Subj: AUTHORIZATION FOR FIRST COMMAND EDUCATIONAL FOUNDATION TO
CONDUCT FINANCIAL EDUCATION CLASSES ABOARD MARINE CORPS
INSTALLATIONS AT THE REQUEST OF THE COMMANDER

Ref: (a) ASN (M&RA) memo of 28 May 02
(b) DoDD 1344.7 - Personal Commercial Solicitation on
DoD Installations (13 Feb 86; reissued May 91, with
additional policy promulgated by MARADMIN 338/02)
(c) SecNavInst 1740.2D - Solicitation and Conduct of
Personal Commercial Affairs, with subsequent DoD
policy changes

Encl: (1) MOU w/ First Command Educational Foundation

1. The subject non-profit educational Foundation has been authorized to conduct financial education classes for military personnel and their families aboard your installation should you want their services [ref. (a) through (c)]. They are a nonprofit, independent, self-insured military-oriented association, not commercially underwritten or affiliated, and are recognized as a tax-exempt association under 501(c)(3) of the IRS Code. Enclosure (1) provides a Memorandum of Understanding (MOU) between the Marine Corps and the Foundation. Commanders should monitor the quality of presentations and decline to accept services if they are unsatisfactory.

2. Although First Command Financial Planning (formerly USPA/IRA) contributed the initial gift to fund the Foundation, it does not control nor underwrite it. The Foundation is governed by an independent Board of Directors and represents that no agents are used to teach the classes. They are prohibited from engaging in any activity that could be construed as commercially oriented toward First Command Financial Planning or any other company's products or services.

3. In an effort to educate our personnel about sound financial planning, while at the same time avoiding prohibited insurance solicitation, this authorization gives you the latitude to

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decide if your command would benefit from the Foundation's
services, much like we already do with the Navy Mutual Aid
Association and USAA Educational Foundation.

4. Should you desire to contact First Command Educational
Foundation, they may be reached at 1-817-569-2940 or toll-free
877-872-8289. Please coordinate efforts with your Marine Corps
Community Services (MCCS) Director. My point of contact is
Ms. Mary Hostetter (MRL) at DSN 278-6300.



MICHAEL P. DOWNS
Director
Personal & Family Readiness Division

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CO MCAS Beaufort
CO MCAS Yuma
CO MCAS Iwakuni
CO MCLB Barstow
CO HQBN HQMC
CO MB 8th & I

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**THE UNITED STATES MARINE CORPS
AND
FIRST COMMAND EDUCATIONAL FOUNDATION (the "Foundation")
[a non-profit organization under 501(c)(3) IRS Code]**

**FOR
FINANCIAL EDUCATION SERVICES
AT MARINE CORPS INSTALLATIONS
BY INVITATION ONLY OF THE COMMANDER**

1. **PURPOSE.** The United States Marine Corps and First Command Educational Foundation (hereinafter "the Foundation") agree that pursuant to DoDD 1344.7, as modified by Under Secretary of Defense memos of 21 November 2001 and 29 April 2002, and with approval given by the Assistant Secretary of the Navy (ASN M&RA) on 28 May 2002, that the Foundation may, at the request of installation commanders, provide financial education services at Marine Corps installations. Authority to execute this MOU has been delegated by ASN M&RA to the Deputy Commandant, Manpower & Reserve Affairs (M&RA), Headquarters, U.S. Marine Corps. Authority to execute this MOU for the Foundation rests with its Board of Directors or its designee.

LEGAL STATUS AND PURPOSES OF THE FOUNDATION. The Foundation agrees and represents that it is a non-profit, independent, self-insured corporation, not commercially underwritten or controlled by First Command Financial Planning or any other loan, finance, insurance or investment company, and that it is recognized as a tax-exempt association under 501(c)(3) of the IRS Code which is funded through the First Command Educational Foundation Endowment Fund. The Foundation represents that, as evidenced by its Articles of Incorporation, By Laws of the Foundation, and Endowment Fund Charter, that the purposes of the Foundation are as follows:

"To provide educational classes, seminars, pamphlets, and instruction on personal money management for personnel associated with the United States Armed Services and undergraduate student scholarships for children of active duty, retired, or deceased members of the United States Armed Services, and eligible military students in programs leading to induction in the United States Armed Services."

That the Board of Directors of the Foundation may amend the Endowment Fund Charter but may not alter the intent of the donor(s) that this Fund be operated exclusively for charitable, scientific, literary or educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code.

The Foundation represents that as a 501(c)(3) organization, it:

- ◆ cannot engage in any commercial activity
- ◆ may not engage registered representatives or agents of a commercial entity to make educational presentations on behalf of the Foundation at Marine Corps installations.
- ◆ must remain separate and distinct from commercial marketing activities in all communications and presentations, seminars, etc.
- ◆ cannot engage in any political lobbying or profit-making venture.

3. APPLICABILITY. This MOU is applicable to all Marine Corps installations.

4. EFFECTIVE PERIOD. The provisions of this MOU are effective with the date of acceptance/ratification by the Foundation and MR and will continue as long as the ASN M&RA and Commandant of the Marine Corps (CMC) are satisfied with the services provided by the Foundation. Either the Foundation or ASN M&RA may terminate this MOU for any reason without prior notice.

5. MODIFICATIONS. This MOU may be modified by written amendment, when such amendment is signed by both parties concerned.

6. SCOPE. The Foundation is offering to provide, by invitation of Marine Corps installation commanders only, financial education services for military members and their families and financial education training to designated personnel ("train the trainers"). The Foundation agrees, upon request, to provide the inviting commander with copies of its course material for review prior to the scheduled class. The Foundation also agrees to have only trained and certified speakers who are not agents of any insurance or investment company present the classes and that installation commanders may request proof of training acceptable to them. This MOU in no way grants a right or privilege to the Foundation.

7. ACCEPTANCE AND RATIFICATION. The provisions of this MOU are effective upon signature and date as indicated below:

FOR THE DEPUTY COMMANDANT,
MANPOWER & RESERVE AFFAIRS (M&RA),
HEADQUARTERS, U.S. MARINE CORPS

Michael P. Downs
Michael P. Downs
Director, Personal and Family
Readiness Division (MR)

Date: 7-16-02

FOR FIRST COMMAND
EDUCATIONAL FOUNDATION

Donaldson D. Frizzell
Donaldson D. Frizzell
President

Date: 7/12/02