

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Federal Communications Commission,**  
**the United States Coast Guard**  
**and**  
**UNITED STATES POWER SQUADRONS, INC.**  
**REGARDING ISSUANCE OF MARITIME MOBILE SERVICE IDENTITIES**

1. **PARTIES.** The parties to this Memorandum Of Understanding (MOU or Agreement) are the Federal Communications Commission (FCC), the United States Coast Guard (Coast Guard) and United States Power Squadrons, Inc.
2. **AUTHORITY.** This Agreement is authorized under the provisions of 47 C.F.R. § 0.331 which delegate authority to the Chief, Wireless Telecommunications Bureau to enter into written agreements on a nondiscriminatory basis with qualified entities who desire to issue domestic maritime mobile service identities (MMSIs). Further, this Agreement is authorized under the provisions of 14 U.S.C. § 141, which permit the Coast Guard, when so requested by proper authority, to utilize its personnel and facilities to assist any Federal agency, State, Territory, possession, or political subdivision thereof, or the District of Columbia, to perform any activity for which such personnel and facilities are especially qualified.
3. **PURPOSE.** The purpose of this MOU is to provide a means for the assignment of MMSI numbers and collection of registration information necessary for search and rescue purposes. This MOU defines the scope, terms, conditions and requirements of the authority delegated to United States Power Squadrons, Inc. The FCC hereby certifies, after consultation with the Coast Guard, that United States Power Squadrons, Inc. is authorized to perform the duties of assigning MMSIs to vessels that are not required by law to carry a radio and do not make international voyages or communications.
4. **RESPONSIBILITIES:**
  - a. United States Power Squadrons, Inc. has submitted a request to assign MMSIs that includes a description of its organization, the procedures it will use for assigning MMSIs, the geographic areas it will serve, and its fee structure. That request, and any supplements thereto submitted to the FCC on or before the date either party executes this Agreement, is incorporated by reference into this Agreement once agreed by all parties.
  - b. United States Power Squadrons, Inc. certifies that it will comply with the following terms concerning the assigning MMSIs. It must (1) issue an MMSI to any U.S. vessel operator requesting an MMSI at a reasonable fee; (2) collect and store information in an electronic database about each vessel issued an MMSI; (3) provide database access


to the U.S. Coast Guard and FCC; and, (4) provide timely service by issuing MMSI numbers to applicants within 10 days of receiving all required information. United States Power Squadrons, Inc. would provide the U.S. Coast Guard immediate access to these databases on a 24-hour per day, 7-day per week basis as well as provide the complete, updated database using Internet File Transfer Protocol (FTP), or as mutually agreed among parties, to the U.S. Coast Guard, Operations Systems Center, 600 Coast Guard Drive, Kearneysville, WV 25430, on a basis of at least weekly.

- c. United States Power Squadrons, Inc. agrees to comply with the guidelines set forth in ITU Administrative Circular letter CM/9 and CM/6 implementing Resolution 340 (WRC-97) for collecting and storing information in an electronic database. The guidelines set forth the list of fields to be included in database and an explanation of the contents of each field along with the format specification. Notwithstanding the guidelines set forth in ITU Administrative Circular letter CM/9 and CM/6, United States Power Squadrons, Inc. shall only be responsible for collecting and storing the information indicated on Attachment A to the Agreement.
- d. The FCC will provide blocks of MMSIs to United States Power Squadrons, Inc. within 30 days of a properly submitted request.
- e. United States Power Squadrons, Inc. agrees to send out queries to registrants to whom it assigned MMSI numbers between the second and third year of registration and biennially thereafter unless otherwise agreed by the parties, to allow registrants to validate and update information and remove outdated information. If no response is received within 120 day, the "no response to query" field should be checked in the database record. The record should be maintained until the registrant authorizes it be deleted; however, United States Power Squadrons, Inc. may cease sending queries after two biennial queries result in no response. United States Power Squadrons, Inc. would be responsible for correcting errors in the database, such as multiple entries by one registrant, when it becomes aware of such errors or obtains new information.
- f. United States Power Squadrons, Inc. agrees to protect the privacy of every registrant requesting protection, and not use or sell information concerning that registrant in the database for any purpose not described in this MOU if privacy is requested. As part of the registration process every registrant shall be notified of their right to privacy and asked if privacy protection is desired. In any event, such protection will not preclude giving necessary information to the FCC and the U.S. Coast Guard, on a need-to-know basis, which requires no notice to the individuals, per § 552a(b)(1) of the Privacy Act.
- g. No single entity will be given exclusive rights to provide the service, and copies of the Agreement can be made publicly available if a request is made by the public

- h. Each party shall designate a point of contact for issues involving electronic database and data transfer.
  - i. The rights created under this Agreement may not be sold, assigned, or transferred to any party, without prior approval of the new entity by the FCC, after consultation with the Coast Guard. In addition, United States Power Squadrons, Inc. agrees to report to the Commission and the Coast Guard, within 30 days of their occurrence, any matters, including, but not limited to, the filing for bankruptcy, legal or administrative actions, or any other matter that could reasonably be expected to impair its ability to perform the duties authorized under this Agreement.
- 5. POINTS OF CONTACT. FCC, Wireless Telecommunications Bureau, Public Safety and Critical Infrastructure Division, 202-418-0680; U.S. Coast Guard, G-SCT-2, 202-267-2860; United States Power Squadrons, Inc., (860) 565-7805.
- 6. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with the current law or regulation or the directives of the Federal Communications Commission or the United States Coast Guard or Department of Homeland Security. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but remaining terms and conditions of this Agreement shall remain in full force and effect.
- 7. EFFECTIVE DATE. The terms of this Agreement will become effective on the date on the last signature subscribed below.
- 8. MODIFICATION. Any changes to the terms specified in the MOU must be mutually agreed to in writing by all parties to the Agreement, except for those changes associated with rule amendments made by the FCC or Coast Guard and/or revisions to the ITU Radio Regulations. Changes to this MOU that result from rule amendment changes will be effective on the same day that the rule amendment changes are effective.
- 9. TERMINATION. The term of this Agreement shall be two years from the date that the Agreement is executed by all parties thereto. The Agreement shall be renewed automatically for additional terms of one year each unless, at any time earlier than ninety (90) days prior to the end of the then current term, any of the parties provides notice that it wishes to terminate the Agreement. The Agreement may also be terminated by the FCC or Coast Guard for cause at any time, if after notice of breach and a ninety (90) day period to cure the breach, the breach remains uncured. A breach is a failure of United States Power Squadrons, Inc. to perform the responsibilities listed in section 4 of this MOU. Notifications required by this paragraph must be provided by Certified Mail – Return Receipt Requested. Within ninety (90) days of termination of this Agreement for any reason, United States Power Squadrons, Inc. shall provide the Coast Guard updated information regarding entities to whom it has assigned MMSI numbers.

10. APPROVAL. In accordance with the foregoing, the parties have indicated their approval of this Agreement as of the dates written below.

**FEDERAL COMMUNICATIONS  
COMMISSION**

By:   
Roger S. Noel  
Chief, Mobility Division  
Washington, D.C. 20554


Date: 3/5/07

**U.S. COAST GUARD**

By: \_\_\_\_\_  
RADM R T. Hewitt,  
Assistant Commandant for C4IT

Date: \_\_\_\_\_

**UNITED STATES POWER  
SQUADRONS, INC.**

By:   
Ernest G. Marshburn, SN  
Chief Commander, United States Power  
Squadrons, Inc.

Date: 4/2/07



Federal Communications Commission  
Washington, D.C. 20554

March 1, 2007

Chief Commander, Ernest G. Marshburn, SN  
United States Power Squadrons  
302 Regents Circle  
Greenville, NC 27858

Dear Mr. Marshburn,

We received your February 1, 2007, letter regarding the Memorandum of Understanding between the Federal Communications Commission (FCC), the United States Coast Guard (Coast Guard) and the United States Power Squadrons (USPS) Regarding Issuance of Maritime Mobile Service Identities (agreement). Thank you for agreeing to provide comprehensive maritime mobile service identities (MMSIs) assignment services and committing the valuable resources of your organization to administering this program.

We observe that USPS proposed changes to page 2, paragraph 4(e) of the agreement regarding the notification process to registrants who have been issued MMSIs. As we understand your proposal, you wish to limit the notification queries sent to registrants to only electronic queries. To accomplish this you have added the word "electronic" before queries in three places in paragraph 4(e) on page 2 of the agreement. We assume this change will correspond with your plans to administer the MMSI program from your headquarters in Raleigh, North Carolina and from a website located principally in Dallas, Texas. We also assume that electronic notification to registrants is part of the web-hosting services you are arranging and for this reason, you want to make clear that you intend to use electronic notification as a means to update your database.

As you are aware on March 6, 1997, the Commission released a *Public Notice* announcing that it was considering revising its procedures for the assignment of MMSIs by providing blocks of MMSIs to qualified entities for distribution to vessel operators and sought comment on procedures for assigning MMSIs. After reviewing proposals, analyzing comments and extensive coordination with Coast Guard we created a memorandum of understanding tailored to meet the wide-ranging needs of various private entities. The same memorandum of understanding is used with each entity that seeks authorization to provide MMSI assignment services. For this reason, we are not accepting changes to the agreement and cannot accept your changes to the agreement.<sup>1</sup>

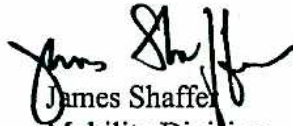
If it is agreeable to you, please sign the enclosed three agreements and return to us. We will then obtain the Coast Guard's signature and return the executed agreement to you. Upon receipt of the executed agreement you should email Kim Kleppinger of our division ([kim.kleppinger@fcc.gov](mailto:kim.kleppinger@fcc.gov)) and request a block of MMSIs for issuing.

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<sup>1</sup> We note, moreover, that your proposed changes appear to be unnecessary. Page 2, paragraph 4(e) of the agreement does not limit the means used to notify registrants to validate their information. This allows any private entity entering into an agreement with the FCC and Coast Guard to determine the best means to accomplish this task. This can include electronic notification.

Should you have any questions I can be reached at 202 418-0687.

Sincerely,

A handwritten signature in black ink, appearing to read "James Shaffer". The signature is stylized with a large initial "J" and a long, sweeping underline.

James Shaffer  
Mobility Division  
Wireless Telecommunications Bureau