



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, D.C. 20350-2000

IN REPLY REFER TO
OPNAVINST 5726.3D
DNS-3
SEP 26 2006

OPNAV INSTRUCTION 5726.3D

From: Chief of Naval Operations

Subj: PROJECT HANDCLASP

Encl: (1) Waiver Agreement

1. Purpose. To reissue policy concerning Project Handclasp (PH), an official U.S. Navy program which coordinates transportation and delivery of humanitarian, educational, and goodwill material donated to the Project Handclasp Foundation, Inc., (Foundation) by corporations, charitable and public service organizations, and private citizens throughout the United States for distribution to needy recipients in foreign countries.

2. Cancellation. OPNAVINST 5726.3C

3. Background and Scope

a. Since the inception of Project Handclasp in 1959, distribution of humanitarian, educational, and goodwill material to disadvantaged people in foreign countries has greatly enhanced perceptions of the United States and the U.S. Navy. Through direct person-to-person contact in the conduct of community relations endeavors, Project Handclasp plays a vital role in enabling the Navy to carry out its mission of fostering peace and goodwill by promoting international friendship and trust. It has simultaneously allowed U.S. Navy personnel to gain insight and appreciation of diverse cultures and quality of life of people of other nations.

b. The primary purpose of Project Handclasp is to receive, collect, consolidate and store humanitarian, educational, and goodwill material for transportation on naval vessels and distribution by U.S. Navy and Marine Corps personnel on behalf of American citizens to needy people overseas. As a secondary purpose, Project Handclasp may accept and arrange space-available transportation of consigned material from organizations or individuals who desire transportation to specified recipient organizations overseas. The types of material considered appropriate for distribution through Project Handclasp include:

(1) Material to supplement basic necessities; e.g., food, clothing, treadle sewing machines and accessories, medical equipment and supplies, hygienic items, hand tools, and light building material.

(2) Educational material; e.g., textbooks, library books, magazines, school supplies, learning aids, and audiovisual items.

(3) Recreational material for children; e.g., toys, athletic equipment, and playground equipment.

(4) Overseas port visit mementos: e.g., souvenirs and mementos of shipboard visits.

c. Project Handclasp Foundation, Inc. supports Project Handclasp by taking legal title to all donations intended for distribution to needy people by Project Handclasp. Donations collected by Project Handclasp do not become property of the U.S. Navy, but are transported and distributed to needy people per this instruction. The Foundation provides the appropriate vehicle for accepting donations from the private sector. The Foundation supports the objectives and functions of Director, Project Handclasp (DPH), who is the Navy official responsible for this Chief of Naval Operations (CNO) enterprise.

4. Organization

a. CNO (N3/N5), The International Security Branch (N5IS) is the program sponsor and provides Office of the Chief of Naval Operations (OPNAV) guidance for Project Handclasp.

b. Chief of Naval Operations (DNS), Director of Management (DNS-3) exercises primary responsibility for effective management of Project Handclasp operations under administrative and resource sponsorship of Director, Navy Staff (DNS). The Director, Project Handclasp (CNO (DNS-3H)) executes OPNAV policy, exercises primary responsibility for the effective management of Project Handclasp operations, and serves as the Director, Project Handclasp (Director). DNS-3H is a detachment of the OPNAV Support Activity located in San Diego, California. The mailing address is: Director, Project Handclasp, 937 N. Harbor Dr. - Suite 104, San Diego, CA 92132. Phone: (619) 532-1492, DSN 522-1492; Message address: DIRECTOR PROJECT HANDCLASP SAN DIEGO CA//N00//.

c. Project Handclasp Foundation, Inc. is a nonprofit public benefit corporation incorporated under the laws of the State of California and is exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

5. Responsibilities

a. CNO (DNS-3H) is responsible for day-to-day operation of Navy's Project Handclasp and is the Navy's liaison to the private sector, other government entities, and the Project Handclasp Foundation. In all matters not otherwise provided for in this instruction, CNO (DNS-3H) shall act per the Memorandum of Understanding between the U.S. Navy's Project Handclasp and Project Handclasp Foundation, Inc.

b. Project Handclasp Foundation, Inc. supports Project Handclasp as indicated in paragraph 3c of this instruction. The Foundation's Board of Directors are all unpaid volunteers who support CNO (DNS-3H).

c. Project Handclasp Coordinators are naval personnel assigned by various naval shore activities to assist CNO (DNS-3H). Coordinators in the Continental United States (CONUS) and Hawaii assist CNO (DNS-3H) in the collection, storage, and transportation of material. Overseas coordinators arrange storage and local issue of Project Handclasp material, per Project Handclasp guidance.

6. Policy

a. The concept for distribution of Project Handclasp material centers on a people-to-people vice a government-to-government relationship. Whenever possible, distribution of material should be made directly to intended recipients by U.S. Navy and Marine Corps volunteer personnel, representing the American people and the U.S. Navy.

b. Unconsigned material will be accepted by CNO (DNS-3H) and designated CONUS coordinators. Unconsigned material is material donated for general distribution overseas. Such material must be in good condition and appropriate for distribution overseas. Contributions of large quantities of unusual material may be accepted by the coordinator at the location where donated only with the approval of CNO (DNS-3H).

SEP 26 2006

c. Consigned material may be accepted only by CNO (DNS-3H). Consigned material is material that organizations or individuals provide for transportation through Project Handclasp to the port of debarkation unless the material is to be distributed by U.S. Navy or Marine Corps personnel. Such requests for the transportation of consigned material will be accepted only as follows:

(1) The Director, Project Handclasp will ascertain whether the requestor is an individual or organization whose objectives and purposes are not prejudicial to the interests of the United States Government and whether the material is within the purpose and scope of Project Handclasp and otherwise acceptable. Approval of requests will be based on availability of warehouse space and the high probability of opportune, space-available transportation to the requested recipients.

(2) Before accepting any consigned material, CNO (DNS-3H) will advise requestors of the following:

(a) Transportation will be on a space-available, not-to-interfere with naval operations basis. No absolute assurance will be given that the material will be delivered to the requested recipients or ultimate destination.

(b) The date the material is required and/or can be accepted at the Project Handclasp warehouse (or other location as specified by CNO (DNS-3H)) and the packing and marking requirements. All expenses of delivery to the warehouse shall be the responsibility of the requestor unless such transportation is otherwise provided per this instruction.

(c) If the material is not to be distributed by U.S. Navy or Marine Corps personnel, the requestor must identify the receiving agent for the requestor at the port of discharge and the arrangements to have the material delivered, at the requestor's or recipient's expense, to the agent when notified of arrival by the overseas Project Handclasp coordinator.

(d) Requestors will be required to obtain necessary U.S. export clearance and entry clearances into the foreign country concerned in advance of Foundation acceptance, should such clearance be required. It is the requestor's responsibility to ascertain whether such clearances are required.

SEP 26 2006

(e) All donors shall be informed that Project Handclasp and the Foundation will assume no liability whatsoever for loss or damage to any consigned material. A waiver agreement (enclosure (1)) shall be signed by each donor of consigned material prior to acceptance for transportation.

(f) Shipments which are known to involve Navy transport overseas will not normally be accepted.

d. CNO (DNS-3H) may receive monetary donations on behalf of the Foundation. Although Project Handclasp may temporarily take possession of cash or negotiable instruments as a matter of administrative convenience, it will, at no time, accept or purport to accept title or ownership of money on behalf of the U.S. Navy. As soon as practicable, and in any case not more than 10 working days from receipt, CNO (DNS-3H) shall ensure donations are deposited into the appropriate Foundation account with the designated financial institution.

e. CNO (DNS-3H) will coordinate services for transportation, loading, and discharge of Project Handclasp material. Such services include receiving, storing, documenting, and arranging delivery of Project Handclasp material. All donated material will be transported to the Project Handclasp warehouse at the donor's or Foundation's expense unless CNO (DNS-3H), in furthering the goals and objectives of Project Handclasp, determines otherwise. Any transportation and related services provided by the naval service are to be furnished on a non-reimbursable basis by Fleet units or shore activities as designated. CNO (DNS-3H) will provide full documentation for all material shipped in order to ensure U.S. Embassy/DAO compliance with local considerations related to Project Handclasp materials.

f. CNO (DNS-3H) will arrange or coordinate opportune lift by U.S. Navy vessels or other assets per applicable Fleet directives. The consent of vessel Commanding Officers for acceptance of such material will normally be obtained prior to assignment.

g. CNO (DNS-3H) will inform the Chief of Naval Operations (N3/N5 and/or other applicable leaders) of requests that might raise national or international interest or implications. CNO (DNS-3H) shall not accept any material for transportation that

may not reflect well on the Department of the Navy (DON) or that might result in unwarranted publicity for a donor at the expense of DON.

h. The Project Handclasp warehouse in San Diego and any temporary, nonfunded storage point designated will carry out the following functions under the guidance of CNO (DNS-3H):

(1) Receive, document, and make available to specified Fleet units and overseas shore activities unconsigned material for Project Handclasp recipients.

(2) Receive, document, and make available to Fleet units designated by the Director, Project Handclasp consigned materials for opportune lift to specified locations overseas.

i. CNO (DNS-3H) shall maintain records of receipts, inventory, and disbursements for all material and money that are handled and transported by Project Handclasp. Such records may be reviewed by the Project Handclasp Foundation. In addition to any records required to be kept by the U.S. Navy, CNO (DNS-3H) will keep those records within its control as may be necessary for the Project Handclasp Foundation to be able to meet any record keeping requirements necessary to demonstrate the Foundation's tax exempt status. Records must be maintained for three years after the end of calendar years.

7. Action

a. Fleet and Shore Establishment Commanders are requested to provide maximum support to Director, Project Handclasp, consistent with operational commitments and mission fulfillment, and to encourage maximum utilization of Project Handclasp material as an adjunct to overseas community relations programs. Command emphasis is required to promote better understanding of the concepts and intent of Project Handclasp and to ensure that the objectives of the program are realized. Direct distribution of Project Handclasp material by crewmembers and shore activity personnel, either by itself or in conjunction with community relations repair/refurbishment projects, is strongly encouraged.

b. CONUS shore activities and appropriate Fleet staffs shall, when requested by Director, Project Handclasp, assign an officer the collateral duty of Project Handclasp coordinator, with duties consisting of, but not limited to:

SEP 26 2006

(1) Establishing and maintaining liaison with the Director, Project Handclasp and ensuring that the Director has the coordinator's current name, phone number, email address, and mailing address.

(2) Arranging temporary storage and transportation of unconsigned material to the Project Handclasp warehouse in San Diego, or to other locations as directed.

(3) Establishing adequate safeguards and procedures to ensure positive control and accountability of material. If practicable, and to the degree that it does not have adverse operational impact, covered secure storage should be provided.

(4) As a rule, CONUS coordinators accept unconsigned materials only, provided storage until space-available transportation to San Diego is available, and then ship the materials to San Diego. Occasions may arise when CONUS coordinators are requested to provide long-term storage for unconsigned materials. CONUS coordinators are requested to provide such storage when requested, consistent with primary mission needs.

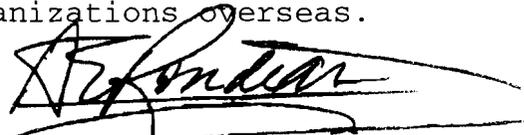
c. Overseas shore activity commanders shall, when requested by CNO (DNS-3H), assign a collateral duty Project Handclasp coordinator, to coordinate local distribution and supervise the storage and transfer of prepositioned Project Handclasp material. The coordinator's duties will include, but not be limited to: receiving, storing, accounting for and issuing Project Handclasp material per Project Handclasp guidance; or in the case of consigned material, coordinating pickup by the designated recipients. If practicable, and to the degree that it does not have adverse operational impact, covered secure storage should be provided. In some instances, overseas coordinators (at the request of CNO (DNS-3H)) also assist by issuing to ships and overseas activities.

d. Commanding Officers of ships having access to Project Handclasp material should encourage Navy and Marine Corps personnel to participate in distribution of Project Handclasp material in conjunction with overseas port visits. The objectives of community relations programs utilizing Project Handclasp material are to develop and maintain understanding of the mission U.S. Fleet Forces Command; to demonstrate U.S. partnership with our allies; to develop an awareness that U.S.

SEP 26 2006

naval personnel are dedicated, highly trained and good citizens; and to develop and foster an atmosphere of cooperation and friendship between the command and communities.

e. Guidance for publicizing Project Handclasp activities will be promulgated by Fleet Commanders, bearing in mind the sensitivities of the individual countries in their geographic areas of responsibility and the necessity for coordinating publicity and distribution with appropriate government agencies. While media coverage of Project Handclasp activities is desirable and encouraged, the primary objective of the program is to assist needy persons and organizations overseas.



A. E. RONDEAU
Vice Admiral, U.S. Navy
Director, Navy Staff

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SEP 26 2006

WAIVER AGREEMENT

(DATE)

In consideration of the safeguarding or carriage, as the case may be, of the property herein described, I _____ (acting both individually and as the duly authorized agent of _____ the owner of said property, hereby agree that neither the carrying vessel or aircraft, nor the United States, nor any agency thereof, shall be liable for any damage to said property, or for any failure to deliver said property to the owner or consignee thereof in the same order and condition as when received by the initial depository vessel or aircraft, or for any delay in such delivery, if caused by the negligence of the United States or any agent thereof, or otherwise. I certify that required entry clearances into the foreign countries concerned have been obtained and that the appropriate certificates to that effect will accompany all cargo.

Donor's Signature _____
Donor's Name
(type or print) _____
Address _____
Telephone No. (Home) _____ (Office) _____

RECEIVING AGENT (Leave blank if same as ultimate recipient)

ULTIMATE RECIPIENT

Name: _____

Name: _____

Organization: _____

Organization: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

DESCRIPTION OF PROPERTY (continue on reverse if required)