
Section D. Auxiliary License Signature Authority

Introduction	Under the authority of 14 U.S.C. § 92(f), 821, 822 and 49 CFR 1.46(b), all Auxiliary FCs, DCDRs, DCOs and NEXCOM are delegated the authority to negotiate, execute, renew, modify, and end licenses and similar use agreements for the Auxiliary's use of real property from Federal and non-Federal entities. This authority shall not be exercised unless the ANACO-CC and/or appropriate DSO-LP has reviewed and approved, or negotiated if necessary, the license or similar agreement. This authority is not to be construed as authority to activate, deactivate, move facilities, or spend appropriated funds. Delegation or re-delegation of this authority is permitted only as follows: VFCs in the absence of the FC, and in an emergency, may request a DCDR or DCO execute a license, contract, or other agreement for a flotilla. Such action shall be reported to the Flotilla or Division Board at the earliest opportunity. VCDRs in the absence of the DCDR, and in an emergency, may request the DCO execute a license, contract, or other agreement for the Division. Such action shall be reported to the Division Board at the earliest opportunity.
D.1. Sample	A sample license agreement is available from the DSO-LP. Auxiliarists shall use this agreement when practical. If licensors insist on using their own license agreement form, the Coast Guard District Legal Officer shall ensure, as a minimum, the Federal Tort Claims Act Liability provision in the sample license agreement is substituted for any liability, indemnification, or hold harmless provisions specified in the licensor's agreement.
D.2. Auxiliary Licensee/Party	The licensor's agreement, if used, must specify the Auxiliary unit, not the Coast Guard, is the licensee or party to the agreement.
D.3. Monetary Payment	An agreement by itself, which requires monetary payment, is not outside the scope of this delegation. This scope includes such payments as reimbursement for expenses of the licensor, purchase of plaques or other items, and payment for meals or hotel accommodations. This fact is true when clearly no appropriated funds are being spent or committed. The point must be clear that the Auxiliary is solely responsible for payment using Auxiliary funds.
D.4. Additional Guidance	Additional guidance on this matter may be obtained from the ANACO-CC, in conjunction with the Chief, Office of General Law (CG-0944).