

**MEMORANDUM OF AGREEMENT
BETWEEN BOY SCOUTS OF AMERICA AND
UNITED STATES POWER SQUADRONS®**

THIS MEMORANDUM OF AGREEMENT is between the BOY SCOUTS OF AMERICA, Sea Scouts (hereinafter “Sea Scouts, BSA”) and the UNITED STATES POWER SQUADRONS a non-profit corporation under the laws of the State of North Carolina and qualified as tax exempt under section 501(c)(3) of the Internal Revenue Code of the United States (hereinafter “USPS”).

WITNESSETH THAT:

WHEREAS, Sea Scouts is a program of the Boy Scouts of America and is organized into ships comprised of male and female youths from ages 14 - 21 led by adult leaders; and there are approximately 7,000 Sea Scouts with about 3,000 adult leaders throughout the United States for more than one hundred years; Sea Scouts learn safe operation of boats and are devoted to the aims and goals of the Boy Scouts of America; and,

WHEREAS, USPS has been actively engaged in the education of its members in a wide variety of boating and nautical subjects since its establishment in 1914; has initiated emergency training of the general public in matters of seamanship, boat-handling, and navigation during World Wars I and II; and for more than one hundred years, has provided our Nation with basic and safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; USPS is organized into 33 Districts and approximately 350 Squadrons; the squadron being the local unit of USPS; and,

WHEREAS, USPS has public safe boating courses (hereinafter called “Courses”) which would be available for instruction to Sea Scout members and is willing to offer said Courses to Sea Scout members through its Squadrons throughout the United States; and,

WHEREAS, the goal of the Sea Scout - USPS Memorandum of Agreement is to create a mutually beneficial program that would allow the members of the Sea Scouts to increase their boating education opportunities and permit the members of USPS to share their educational expertise and guidance to America's youth.

NOW, THEREFORE, the parties hereto agree as follows:

1. USPS will encourage the Squadrons to offer the Courses to the members of Sea Scout Ships at competitive pricing that will enhance participation in this program. It is understood, however, that the price of such materials is set at the USPS Squadron level.
2. USPS will issue to each student who successfully completes one of the Courses a standard Certificate of Completion as applicable to the Course.
3. USPS will offer and the USPS will accept “Apprentice” Membership to Sea Scouts who have completed the USPS Safe Boating Courses a.k.a ABC (or any other safe boating course

approved for enrolling in Advanced Grade USPS Courses) The current membership rate for a USPS Apprentice is \$12.00 which will remain nominal in comparison to the standard USPS membership fee, but may change from time to time at the discretion of the USPS Board of Directors.

4. USPS will offer membership to adult Sea Scout leaders under the same conditions as membership in USPS is offered to any adult.

5. Both USPS and Sea Scouts BSA will encourage Sea Scout-USPS Apprentices to enroll in the following USPS Advance Grade Courses to accompany their Sea Scout advancement requirements: Seamanship, Piloting, and Advance Piloting. Other Elective Courses may be considered for Sea Scout advancement and include but are not limited to: Weather, Cruise Planning, Engine Maintenance, Marine Electronics, Sail, etc. USPS Seminar series may also serve as educational tools for Sea Scout BSA advancement.

6. USPS, consistent with its On-the-Water Guidelines, will encourage its local Squadrons to provide opportunities for Sea Scouts to crew with squadron members that are cruising.

7. USPS and Sea Scouts BSA will promote the common missions of both organizations with respect to boating and related water activities by encouraging the youth and adult members in both organizations to actively pursue the requirements of the USPS Finley Sea Scout Service Award, a.k.a. Raymond J Finely, Jr. Award or Finley Award.

8. The parties hereto will create and publish direct links to each other's websites on their respective public websites and publish a copy of this MOU on each of their websites.

9. USPS will permit Sea Scout ship leaders to access information on the location of Squadrons and the individual contact persons for Squadrons by calling the USPS Customer Service Center, in Raleigh, NC.

10. USPS will provide a subscription to The Ensign for the National Director of Sea Scouts BSA and the National Commodore of Sea Scouts BSA.

11. Before any USPS Squadron or any member of any participating squadron takes part in this program said squadron or member will complete the Youth Protection requirements of the Sea Scouts BSA, which is available as on-line training through the Sea Scouts BSA website.

12. The Boy Scouts of America general liability policy provides coverage for official scouting activities. Coverage for chartering organizations and registered volunteers is primary except for the use of watercraft and automobiles used during the course of official scouting activities. The general liability policy provides excess coverage to chartering organizations and registered

volunteer's own watercraft and automobile liability insurance.

13. General Provisions:

A. The parties shall maintain open communication, cooperation and support in furtherance of their mutual goals and objectives.

B. Any amendment made to this Memorandum of Agreement must be with the written consent of all parties.

C. This Memorandum of Agreement is temporary and may be terminated by either party upon written notice. The parties hereto shall immediately review and work to create an agreed non-temporary version of this MOU which shall become effective upon the date of its execution by both parties and shall remain in effect until terminated by either party upon thirty (30) days written notice. Termination or modification of this agreement shall not affect individual charter agreements signed by Squadrons with the Boy Scouts of America, which may be terminated or modified by a Squadron in accordance with the provisions of said charter agreement. The non-temporary MOU shall be reviewable at the request of either party or, as a minimum, every three years from the effective date of the MOU.

D. That this Memorandum of Agreement contains the complete agreements and understandings of the parties hereto.

E. All notices to be given by either party to the other hereunder shall be in writing and deemed to have been given when delivered personally or when deposited in the United States mail, by registered or certified mail with postage prepaid, addressed as follows:

- i. to USPS at its National Headquarters, 1504 Blue Ridge Road, Raleigh, NC 27607;
- ii. to Sea Scouts at Boy Scouts of America, 1325 W. Walnut Hill Lane, P. O. Box 152079, Irving TX 75015-2079;

Or addressed to any such party at such other address as that party shall hereafter furnish by notice to the other.


F. USPS, by the Chief Commander or his designee, shall designate a principal USPS point of Contact or responsible committee or individual to work directly with Sea Scouts, BSA, in, where appropriate, the national, regional, state and/or local-level coordination of the mutual efforts of USPS and Sea Scouts, BSA, under the provisions of this MOU.

G. The terms of this agreement are personal to each of the parties hereto, and neither party may assign or delegate any of his or her rights or obligations hereunder without first obtaining the written consent of the other party.

H. As a condition of this agreement, the Parties agree not to discriminate against any person because of race, color, creed, sex, religion, national origin, age or disability.


I. The parties assume joint responsibility for the form and composition of this Memorandum of Agreement and no provision of this Agreement shall be construed for or against either of the parties.

FOR BOY SCOUTS OF AMERICA, Sea Scouts:



National Director Sea Scouts BSA Date

FOR THE UNITED STATES POWER SQUADRONS:



Louis Ojeda, SN, USPS Chief Commander Date