

**MEMORANDUM OF UNDERSTANDING  
BETWEEN US SAILING AND  
UNITED STATES POWER SQUADRONS**

THIS MEMORANDUM OF UNDERSTANDING is between United States Sailing Association, a non-profit organization headquartered in Portsmouth, Rhode Island (hereinafter US SAILING) and the United States Power Squadrons a non-profit corporation organized under the laws of the State of North Carolina (hereinafter USPS).

**THE PURPOSE** is to define areas of collaboration and cooperation on a national and local level in providing educational and training programs for boaters and sailors.

**WITNESSETH THAT:**

**WHEREAS**, US SAILING, a leading organization for sailing and official National Governing Body of Sailing as designated by the U.S. Congress in the Amateur Sports Act, and its US Powerboating affiliate have developed extensive training programs addressing both sailors and power boaters, and have an interest in utilizing USPS navigation programs, and

**WHEREAS**, USPS has been actively engaged in the education of the public and its members in a wide variety of boating and nautical subjects since its establishment in 1914; and has initiated recreational boat operator certification at a national level, and has an interest in utilizing US SAILING (and its US Powerboating affiliate) programs, and

**WHEREAS**, USPS and US SAILING wish to memorialize and build a cooperative relationship supporting each other's training and certification programs, and to begin this process by implementing this memoranda of agreement, and, USPS has expressed an interest in using the *Safe Powerboat Handling* course for small boats within its Boat Operator Certification program. This skill certification may be achieved by USPS students either directly through US SAILING's participating outlets or directly from USPS.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. US SAILING shall have the following responsibilities:**

1. US SAILING will create a tailored program to incent and encourage its schools to provide preferred pricing to USPS members.
2. Make US SAILING on-the-water student operator courses available to USPS Headquarters for use in USPS programs.
3. Provide *Safe Powerboat Handling* course materials at discounted prices based on quantities purchased by USPS Headquarters for use by USPS members that have been certified by US SAILING to teach USPS members. A course materials package will be required for each student being certified.

4. Provide instructor training of USPS instructors to become certified to conduct *Safe Powerboat Handling* training in accordance with US SAILING standards.
5. Support training, certification, and recertification requirements of USPS for US SAILING's instructors to become certified to teach selected USPS courses as provided to US SAILING under future expansions of this MOU.
6. Keep USPS apprised of future revisions of US SAILING program standards which may impact on USPS programs in sufficient time to permit necessary adjustments to maintain program continuity.

**II. USPS shall have the following responsibilities:**

1. Recognize US SAILING's *Safe Powerboat Handling* course as meeting the small powerboat skill demonstration requirements for the *USPS Inland Navigator Certification* under the *USPS Boat Operators Certification Program*.
  - a. Accept *Safe Powerboat Handling* course and certification provided by US SAILING participating schools, community programs and clubs.
  - b. Inform USPS members of the availability of *Safe Powerboat Handling* training through US SAILING affiliate schools and encourage members to utilize those schools which offer programs for USPS.
2. Work with US SAILING to eliminate duplication of classroom topics in the *Safe Powerboat Handling* course that have been successfully completed by USPS students in their USPS courses and focus on the on-the-water certification components thus permitting a shorter version of the course which its participating schools can offer to USPS members.
3. Support training, certification, and recertification requirements of US SAILING for USPS instructors to become certified to conduct the *Safe Powerboat Handling* course as provided under this MOU.
4. Keep US SAILING apprised of future revisions of USPS program standards which may impact on US SAILING programs in sufficient time to permit necessary adjustments to maintain program continuity.

**III. The Parties hereto further agree as follows:**

- A. To maintain a continuing liaison at the national level with open communication, cooperation and support in furtherance of their mutual goals and objectives.
- B. Both parties agree that detailed agreements on that execution will be executed in the spirit of this MOU. It is anticipated that such documents will include, but not be limited to, specific agreements on trademark and copyright protection, pricing, terms of access to products and services provided exclusively by one partner to the other.

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- C. To inform their appropriate staff, volunteers, members, instructors, and participating course providers of this agreement and to encourage their local units and providers to cooperate with their counterparts.
  - D. Neither party shall represent or speak for the other in any communications or presentation other than to identify the elements of this MOU.
  - E. To continue to explore collaborative projects of mutual benefit, including, but not limited to: use of US SAILING's *Basic Powerboat Cruising*, *Bareboat Cruising* and *Passage Making* in the USPS Boat Operator Certification program; use of USPS navigation courses and materials; mutual cross membership in USPS and US SAILING; and International Certificates of Competency (ICC).
  - F. That any amendment made to this Memorandum of Understanding must be with the written consent of all parties.
  - G. That this Memorandum of Understanding shall become effective upon the date of its execution by both parties and shall remain in effect in its present form until such time as both parties agree in writing to any modifications or until terminated by either party upon six (6) months written notice.
  - H. That this Memorandum of Understanding contains the complete agreements and understandings of the parties hereto.

**FOR US SAILING:**

Charles M. Leighton  
Executive Director

3/28/07  
Date

**FOR THE UNITED STATES POWER SQUADRONS:**

Ed Marshburn  
Chief Commander

4/22/07  
Date