

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
WEEMS & PLATH®

This Memorandum of Understanding (MOU) is between the United States Power Squadrons®, (hereinafter "USPS") a non-profit corporation organized 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, and WEEMS & PLATH®, a Maryland company "steeped in the tradition of navigation."

In recognition of their respective outstanding past and present roles in the field of recreational boating and in furtherance of their mutual goals of encouraging and promoting recreational boating safety and enjoyment throughout the United States, USPS and WEEMS & PLATH agree to work in close cooperation with each other according to the guidelines set forth below.

Now, therefore, the Parties agree as follows:

1. USPS shall have the following responsibilities:

- A. Continue to schedule and administer boating safety courses and civic service programs through the USPS administrative structure.
- B. Continue to conduct and administer **USPS** boating safety courses in accordance with U.S. Coast Guard-approved National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
- C. Continue to conduct and administer **USPS** civic service programs, such as cooperative charting, vessel safety check, harbor watch, tidal current prediction quality assurance, promotion of the art of navigation, and weather watch, in close cooperation with and in accordance with standards established by the respective government agencies having oversight of such programs.
- D. Provide information to WEEMS & PLATH in advance on the date, time, and location of boating safety courses and civic service projects, including the name(s) and contact information for the applicable USPS contact person(s) for such course(s) and projects, where **WEEMS & PLATH** support and partnering is requested.
- E. Utilize **WEEMS & PLATH**-provided printed and audio-visual materials, in ways determined by **USPS** to be most appropriate, in the conduct of its boating safety courses and civic service projects. Request the assistance of **WEEMS & PLATH** personnel, when and where available and appropriate, in the promotion and conduct of such courses and projects.
- F. Publicly recognize in the promotion and conduct of boating safety courses and civic service projects, as and how deemed appropriate by **USPS**, the supportive and partnering efforts of **WEEMS & PLATH** in encouraging and promoting recreational boating safety and enjoyment.
- G. Designate a principal **USPS** point of contact to work directly with **WEEMS & PLATH** in the national-level coordination of the mutual efforts of **USPS** and **WEEMS & PLATH** under the provisions of this MOU. Where appropriate, designate **USPS** points of contact to work directly with **WEEMS & PLATH** in the coordination of the mutual regional, state, and/or local-level efforts of **USPS** and **WEEMS & PLATH** under the provisions of this MOU.
- H. Post on the **USPS** web site a copy of this MOU and a direct link to the **WEEMS & PLATH** web site.

2. WEEMS & PLATH shall have the following responsibilities:

- A. Provide and distribute to USPS squadrons, when and as available and at no cost to USPS, appropriate WEEMS & PLATH printed and audio-visual materials for use by USPS squadrons in the conduct of their boating safety courses and/or civic service projects.
- B. Provide to USPS squadrons the name(s) and contact information for suitable WEEMS & PLATH-affiliated personnel to assist, as available, at no cost to USPS, and when and where requested by USPS, in the promotion and/or conduct of USPS boating safety courses and civic service projects in which WEEMS & PLATH-provided printed and audio-visual materials are to be utilized.
- C. Post on the WEEMS & PLATH web site a copy of this MOU and a direct link to the USPS public web site.
- D. Post on the WEEMS & PLATH web site and other WEEMS & PLATH-sponsored promotions of boating safety education and related civic service projects the date, time, and location of applicable USPS courses and projects and the designated USPS contact names and contact information for such events.
- E. Recognize on the WEEMS & PLATH web site and in WEEMS & PLATH's other recreational boating-related promotions, as and how deemed appropriate by WEEMS & PLATH, the role of USPS in encouraging and promoting recreational boating safety and enjoyment.

3. The Parties hereto shall have the following mutual responsibilities:

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Cooperate in the promotion of USPS boating safety courses and civic service projects, including the use, where appropriate, of USPS and/or WEEMS & PLATH graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof and with the prior specific consent of the owners thereof.
- C. Indemnify and hold harmless the other Party and its subordinate units from and against all losses, claims, damages, expenses, and/or liabilities that it or they may incur based on its/their good faith use of any information, representations, reports, data, products, or materials, including but not limited to printed and audio-visual materials, furnished to said other Party or its subordinate units by the furnishing Party.
- D. This Memorandum of Understanding shall become effective on the date of its execution by both Parties and shall remain in effect until its termination by either Party upon a 30-day written notice. This MOU shall be reviewed by the Parties every three (3) years in order to modify and/or update its content. It is understood and agreed by the Parties that this MOU represents the complete agreement between the Parties.
- E. Any amendments to this MOU are subject to the written agreement of both Parties.
- F. 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.

IN WITNESS WHEREOF the said Parties have herewith set their hands and seals as of the date(s) below written.

Original signed as follows (original on file at USPS HQ, Raleigh, NC):

For the United States Power Squadrons:

Ernie Marshburn, Chief Commander
Date: 2/23/08

For WEEMS & PLATH®

Peter _____
Date: 2/23/08