

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

THIS MEMORANDUM OF AGREEMENT is between the BOY SCOUTS OF AMERICA, Venturing Division (hereinafter "BSA Sea Scouts") 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 Boys Scouts of America Venturing Division 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; 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 fifty 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 430 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 special USPS - Sea Scout Certificate.

3. USPS Squadrons may offer “Apprentice” Membership to Sea Scout members who have completed one of the Courses (or any other boating course approved for USPS membership) and who are interested in joining USPS at the rate of \$12.00 per year including The Ensign. The current membership rate for a USPS Apprentice is \$12.00 and does not include The Ensign and the subscription rate for The Ensign alone is normally \$10.00/year.
4. USPS Squadrons may offer membership to adult Sea Scout leaders under the same conditions as membership in USPS is offered to any adult.
5. Both USPS and BSA Sea Scouts will encourage Sea Scout-USPS Apprentices to enroll in the following advanced USPS courses: Cruise Planning, Seamanship, Piloting, AP, JN, Sail, and Marine Electronics. Other advanced courses may be considered but these are the primary ones with direct applications to the Sea Scout advancements.
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 BSA Sea Scouts will create a process by which Sea Scouts can assist Squadrons in proctoring or teaching USPS Courses, organizing boating safety activities and presenting any community outreach programs that promote safe boating. For example, Sea Scout members may present marlinspike demonstrations or lessons in any of the Courses or in the *Boating Safety for Kids* course. They may also assist in National Safe Boating Week programs.
8. USPS will publicize annually in The Ensign the relationship established by this Agreement.
9. The parties hereto will create links between the Sea Scouts and USPS websites. Additionally, the Sea Scouts informational video will be digitized and posted on the USPS website for downloading and viewing by all members.
10. 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, 1/888-For USPS.
11. USPS will provide a subscription to The Ensign for the National Director of the Venturing Program, Charles Holmes and National Commodore of Sea Scouts, Jimmie Homburg or their successors as long as this Agreement is in effect.
12. Before any USPS Squadron or any member of any participating squadron takes part in this program said squadron or member will complete the requirements of the BSA Sea Scouts for becoming a Chartered Organization or a volunteer, registered or unregistered. The parties will set up procedures for implementing this process.
13. The BSA Sea Scouts insurance will be primary for all activities under this program in which Sea Scouts and USPS squadron members are engaged, with the exception of USPS members where their homeowners policies shall be primary and the BSA Sea Scouts insurance shall be secondary. USPS, its Squadrons, and members participating in this program are named as

additional insureds under the BSA Sea Scouts insurance policies. Attached hereto and made a part hereof by reference are the following documents which describe the insurance coverage provided by the BSA Sea Scouts for USPS Squadrons and USPS member volunteers: Risk Management Notebook - Primary General Liability Insurance for Chartered Organization and Participating Organizations (Revised 2/2/2002), Chartered Organizations - Primary Insurance Endorsement (Effective 3/1/2002), and Insurance Information for BSA Volunteers. Any participating USPS Squadrons are Chartered Organizations of the Boy Scouts of America under the terms of this Agreement and the liability insurance coverage of BSA Sea Scouts. All USPS members who participate in the activities under this agreement are volunteers for said insurance coverage described above in this paragraph and in the attachments hereto. USPS is a Chartered Organization for the purposes of said liability insurance coverage of the Boy Scouts of America. BSA Sea Scouts shall not substantially change the insurance coverage as it affects the coverage called for in this paragraph and described in the attached documents, without first giving USPS notice of the same and an opportunity to terminate this Agreement.

14. 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 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 of this agreement shall not affect charter agreements signed by Squadrons with BSA Sea Scouts, which may be terminated by a Squadron in accordance with the provisions of said charter agreement.
- 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. 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.

G. 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, Venturing Division:

Charles J. Holmes, National Director – Venturing/Sea Scouting

Date

FOR THE UNITED STATES POWER SQUADRONS:

Theodore H. Smith, SN, Chief Commander

Date