



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
AMERICAN BOAT & YACHT COUNCIL



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 the American Boat & Yacht Council, (hereinafter “ABYC”), a not-for-profit membership corporation organized under the laws of the State of New York and qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States, dedicated to the development and updating of quality safety standards and practices for the design, construction, maintenance, and repair of small craft, and, to providing standards-based boat systems education and training to both the technical workforce and the boating public.

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 ABYC 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, boat operator certification, and weather watch, in close cooperation with and in accordance with standards established by the respective government and/or industry agencies having oversight of such programs.
- D. Provide information to ABYC 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 ABYC support and partnering is requested.
- E. Utilize ABYC-provided printed, and when available, 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 ABYC personnel, when and where available and appropriate, in the promotion and conduct of such courses and projects. However, USPS understands and agrees that it may not utilize ABYC materials to develop courses or programs which directly compete with ABYC courses in the areas of workforce certifications and consumer based boat systems awareness and safety education and training courses and programs.
- F. Publicly recognize in the promotion and conduct of boating safety courses and civic service projects, when, how, and as deemed appropriate by USPS, the supportive and partnering efforts of ABYC in encouraging and promoting recreational boating safety and enjoyment.
- G. Designate a principal USPS point of contact to work directly with ABYC in the national-level coordination of the mutual efforts of USPS and ABYC under the provisions of this MOU. Where appropriate, designate USPS points of contact to work directly with ABYC in the coordination of the mutual regional, state, and/or local-level efforts of USPS and ABYC under the provisions of this MOU.

H. Post on the USPS web site a copy of this MOU and a direct link to the ABYC web site.

2. ABYC shall have the following responsibilities:

- A. Provide and distribute to USPS squadrons, when, how, and as deemed appropriate by ABYC, and at no cost to USPS, suitable ABYC 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 ABYC-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 ABYC-provided printed and audio-visual materials are to be utilized.
- C. Post on the ABYC web site a copy of this MOU and a direct link to the USPS public web site.
- D. Post on the ABYC web site and other ABYC-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 ABYC web site and in ABYC's other recreational boating-related promotions, as and how deemed appropriate by ABYC, 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, and ABYC consumer boat systems awareness and safety courses, including the use, where appropriate, of USPS and/or ABYC 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. Explore opportunities to hold joint boater and boat systems safety courses, seminars and workshops.
- D. Indemnify and hold harmless the other Party and its subordinate units from and against all losses, claims, damages, expenses, and/or liabilities that it/they may incur based on its/their use of any information, representations, reports, or data furnished to that other Party or its subordinate units by the furnishing Party.
- E. 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.
- F. Any amendment of this MOU shall be made only by a written agreement signed by both parties.
- G. 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.

For the United States Power Squadrons:

For the American Boat & Yacht Council:

Chief Commander

President & CEO

Date

Date