

MEMORANDUM OF UNDERSTANDING
between
State Name BLA-Dept
and
the United States Power Squadrons

This Memorandum of Understanding (MOU) is entered into by and between the *State Name BLA-Dept* (hereinafter referred to as "XYZ**") (*BLA Dept-Abbreviation*) and the United States Power Squadrons, Inc., a not-for-profit North Carolina corporation (hereinafter referred to as USPS) this _____ day of _____, 20_____.**

In furtherance of their mutual goals to promote recreational boating safety in the State of *State Name*, the "XYZ**" and USPS agree to work together according to the guidelines for activities set forth below and to work in mutual cooperation in promoting and teaching boating safety and ultimately in creating a safer and more enjoyable boating experience for boaters on *State Name* waters.**

Now, therefore, the Parties agree as follows:

I. USPS shall have the following responsibilities:

- A. Schedule and administer boating safety courses in the State through the USPS administrative structure.
- B. Continue to conduct and administer boating safety courses in accordance with National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
- C. Provide advance information to "**XYZ**" on the date, time, and location of boating safety courses and the name(s), telephone number(s), and address(es) of the applicable USPS contact person(s) for such course(s).
- D. Utilize State-provided pamphlets covering *State Name* boating laws in the conduct of its NASBLA-approved courses. Request, when and where desired, the assistance of State, regional, or local marine law enforcement personnel, when and where available, in the teaching of *State Name* boating laws and regulations.
- E. Incorporate current State-specific examination questions, as provided and/or approved by "**XYZ**", into USPS boating safety course final examinations.
- F. Provide each student successfully completing a NASBLA-approved USPS course with a USPS Certificate of Completion, properly dated and signed by the designated local USPS officer.
- G. Maintain a record file and/or database of the names, addresses, and dates of course completion of persons who have successfully completed a USPS NASBLA-approved boating safety course in the State.
- H. Continue to provide, through the USPS administrative structure, a program of instructor training and certification for USPS members who teach public boating safety courses in *State Name*. Encourage USPS public boating safety course instructors to participate in a "**XYZ**"-sponsored workshop specific to *State Name* boating laws and regulations, if and when such workshop(s) may be offered by *State Name*.
- I. Designate a principal USPS point of contact to work directly with the "**XYZ**" in the execution of this boating safety education program in *State Name*.

II. The "XYZ" shall have the following responsibilities:

- A. Provide to USPS, as available and at no cost to USPS, State pamphlets and other materials for instructor use and for students attending a USPS NASBLA-approved boating safety course.
- B. Provide to USPS, or approve for use by USPS, up to ten (10) State-specific final examination questions on *State Name* boating laws and regulations.
- C. Provide to USPS boating safety course instructors, as applicable, periodic updates on changes in *State Name* boating laws and regulations and conduct periodic instructor workshops, at no cost to USPS and as *"XYZ"* resources permit, specific to such laws and regulations.
- D. Post on the *"XYZ"* web site and other *"XYZ"*-sponsored promotions of boating safety education the date, time, and location and applicable contact names, phone numbers, and address(es) for USPS NASBLA-approved boating safety courses in *State Name*.
- E. Encourage local and regional marine law enforcement agencies within the State to cooperate with the USPS in promoting and helping conduct boating safety courses in their areas.
- F. Recognize the successful completion of a USPS NASBLA-approved boating safety course, when conducted in accordance with this MOU, as meeting all *State Name* boating safety education requirements.

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

- A. Work together to support each other's boating safety mission.
- B. Cooperate in the promotion of USPS boating safety courses in the State of *State Name*, including the use, where appropriate, of *State Name* and/or USPS graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof.
- C. It is understood and agreed by the Parties that this MOU represents the complete agreement between the Parties. Any amendments to this MOU must be in writing and signed by both Parties.
- D. This MOU shall be reviewed by the Parties every three (3) years in order to update and/or modify its content.
- E. This Memorandum of Understanding shall become effective on the above-stated date and shall remain in effect until terminated by either Party upon a 30-day written notice to the other Party.
- F. The Parties agree not to discriminate unlawfully against any person because of race, color, creed, sex, religion, national origin, age, or disability.

IN WITNESS WHEREOF the Parties have herewith set their hands and seals on the dates indicated below.

For the United States Power Squadrons:

For the *State Name* BLA-Dept:

Chief Commander

Title:

Date

Date