



**MEMORANDUM OF UNDERSTANDING BETWEEN  
UNITED STATES POWER SQUADRONS® AND  
NATIONAL SAFE BOATING 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 National Safe Boating Council (hereinafter "NSBC"), a non-profit corporation organized under the laws of the District of Columbia and qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States.

**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 the NSBC agree to work in close cooperation with each other according to the guidelines set forth below.**

**Now, therefore, the Parties agree as follows:**

**I. 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 USPS boating safety courses in accordance with the American National Standards for Boating Education as recognized by the United States Coast Guard (USCG) and, where applicable, adhere to National Association of State Boating Law Administrators (NASBLA) course guidelines and requirements.
- C. Continue to conduct and administer USPS civic service programs, such as the NSBC's Wear It! campaign, National Safe Boating Week, cooperative charting, vessel safety checks, harbor watch, tidal current prediction quality assurance, and weather watch, in close cooperation with and in accordance with standards established by the respective government agencies having oversight of such programs.
- D. Where NSBC support and partnering is requested, provide information to NSBC 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, provided such information has been provided by individual Squadrons or Districts to the National organization.

F. Utilize NSBC-provided resources and materials, in ways determined by USPS to be most appropriate, in the conduct of its boating safety courses, mission and civic service projects, and request the assistance of NSBC personnel, when and where available and appropriate, in the promotion and conduct of such courses and projects.

G. 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 NSBC in encouraging and promoting recreational boating safety and enjoyment.

H. The Chief Commander of the USPS will designate a principal USPS point of contact to work directly with NSBC in the national-level coordination of the mutual efforts of USPS and NSBC under the provisions of this MOU. Where appropriate and at the sole discretion of USPS, designate additional USPS points of contact to work directly with NSBC in the coordination of the mutual regional, state, and/or local-level efforts of USPS and NSBC under the provisions of this MOU.

## **2. National Safe Boating Council shall have the following responsibilities:**

A. Provide and distribute to USPS squadrons certain appropriate National Safe Boating Council resources and materials for use by USPS, when requested by USPS or the Squadrons, in the conduct of their boating safety courses and/or civic service projects, some of which resources and materials may be at no cost and some of which may require purchase by USPS or the Squadrons.

B. Provide and make available to USPS and their Instructors and members certain NSBC training courses and opportunities, information about their training courses and opportunities, and other additional resources and training which may be used or attended by USPS's instructors or members at their discretion and cost, if appropriate.

C. Provide to USPS Squadrons and Districts the name(s) and contact information for suitable NSBC affiliated personnel to assist, as available, at no costs to USPS, for the promotion and/or conduct of boating safety courses and civic service projects in which NSBC provided resources and materials are to be utilized.

D. Recognize on the NSBC website and in NSBC's other recreational boating-related promotions, as and how deemed appropriate by NSBC, the role of USPS in encouraging and promoting recreational boating safety and enjoyment.

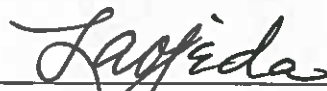
E. Indemnify and hold harmless USPS and its subordinate units from and against all losses, claims, damages, expenses, and/or liabilities that it/they may incur based on its/their use of any information, representations, reports, or data furnished to USPS or its subordinate units by the NSBC.

**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 and NSBC boating safety courses and civic service projects, including the use, where appropriate, of USPS and/or NSBC 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. Post a copy of this MOU on the NSBC website, [www.SafeBoatingCouncil.org](http://www.SafeBoatingCouncil.org), and the USPS public website, [www.USPS.org](http://www.USPS.org), along with a direct link to the other organization's website.
- 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 shall be by 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.

**For the United States Power Squadrons:**

  
\_\_\_\_\_  
Louie Ojeda  
Chief Commander

Date: 2/25/17

**For the National Safe Boating Council:**

  
\_\_\_\_\_  
Rachel Johnson  
Executive Director

Date: February 25, 2017