

MEMORANDUM OF AGREEMENT
between
*Connecticut Department of Energy & Environmental Protection-Bureau of
Outdoor Recreation-Boating Division*
And
the United States Power Squadrons®

This Memorandum of Agreement (MOA) is entered into by and between the Connecticut Department of Energy & Environmental Protection-Bureau of Outdoor Recreation, Boating Division (hereinafter referred to as *DEEP*) and the United States Power Squadrons, Inc., a not-for-profit North Carolina corporation (hereinafter referred to as *USPS*).

DEEP and USPS shall herein collectively be referred to as "the Parties." The Parties intend for this document to evidence their intent to cooperatively work for the betterment of the boating community in the State of Connecticut. Accordingly, this MOA expresses the activities each of the Parties will provide in furtherance of the stated intent. This MOA is not intended by the Parties to constitute a legally enforceable agreement or contract but merely sets forth the Parties intent to work together towards a common end. This MOA is terminable at will by either one of the Parties with thirty days prior written notice to the other Party, which may be accomplished by postal mail or email to the appropriate designated contact officer.

Therefore, in furtherance of their mutual goals to promote recreational boating safety in the State of *Connecticut*, the DEEP 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 *Connecticut* 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 DEEP 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 *Connecticut* 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 *Connecticut* boating laws and regulations.
- E. Incorporate current State-specific examination questions, as provided and/or approved by DEEP, 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.

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- 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 *Connecticut*. Encourage USPS public boating safety course instructors to participate in a DEEP-sponsored workshop specific to *Connecticut* boating laws and regulations, if and when such workshop(s) may be offered by *Connecticut*.
- I. Designate a principal USPS point of contact to work directly with the DEEP in the execution of this boating safety education program in *Connecticut*.

II. The DEEP 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 *Connecticut* boating laws and regulations.
- C. Provide to USPS boating safety course instructors, as applicable, periodic updates on changes in *Connecticut* boating laws and regulations and conduct periodic instructor workshops, at no cost to USPS and as DEEP resources permit, specific to such laws and regulations.
- D. Post on the DEEP web site and other DEEP-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 *Connecticut*.
- 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 MOA, as meeting all *Connecticut* 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 *Connecticut*, including the use, where appropriate, of *Connecticut* 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 MOA represents the complete agreement between the Parties. Any amendments to this MOA must be in writing and signed by both Parties.
- D. This MOA shall be reviewed by the Parties every three (3) years in order to update and/or modify its content.
- E. This Memorandum of Agreement shall become effective on date signed by the last signatory and shall remain in effect until terminated by either Party upon a 30-day written notice to the other Party.

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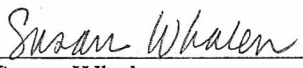
F. The Parties agree not to discriminate unlawfully against any person because of race, color, creed, sex, religion, national origin, age, marital status, ancestry, gender identity and expression, sexual orientation, disability, intellectual disability, physical disability, learning disability, mental disability, genetic information or prior conviction of a crime unless there is a bona fide occupational qualification excluding persons in one of the protected group described herein.

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

For the United States Power Squadrons:

Chief Commander:  Date: 6/10/13

For the Connecticut Department of Energy & Environmental Protection-Bureau of Outdoor Recreation-Boating Division:

Deputy Commissioner:  Date: Aug. 23, 2013
Susan Whalen