

MEMORANDUM OF UNDERSTANDING
between
Montana Dept. of Fish, Wildlife & Parks
and
the United States Power Squadrons

This Memorandum of Understanding (MOU) is between the Montana Dept. of Fish, Wildlife & Parks (hereinafter referred to as DFWP) and the United States Power Squadrons (hereinafter referred to as USPS).

In furtherance of their mutual goals to promote recreational boating safety in the State of Montana, the DFWP and the 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 Montana waters.

Now, therefore, the Parties agree as follows:

- I. The 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 the boating safety courses in accordance with National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.**
 - C. Provide information to DFWP in advance on the date, time, and location of boating safety courses and the name(s) and telephone number(s) of the applicable USPS contact person(s) for such course(s).**
 - D. Utilize State-provided pamphlets covering Montana boating laws in the conduct of its NASBLA-approved courses. Request the assistance of State, regional, or local marine law enforcement personnel, when and where available, in the teaching of Montana boating laws and regulations.**
 - E. Incorporate current State-specific examination questions, as provided by DFWP, into USPS public 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 USPS officer.**
 - G. Maintain a database of the names, addresses, and date of course completion of persons who have successfully completed a USPS NASBLA-approved public boating course in the State and make information regarding the Montana students available upon request of DFWP.**
 - 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 Montana. Encourage USPS public boating safety course instructors to participate in a DFWP-sponsored workshop specific to Montana boating laws and regulations.**
 - I. Designate a principal USPS point of contact to work directly with the DFWP in the execution of this boating safety education program.**

II. The DFWP shall have the following responsibilities:

- A. Provide to USPS State pamphlets and other materials for each student attending a USPS NASBLA-approved boating safety course.
- B. Provide to USPS up to ten (10) State-specific final examination questions on Montana boating laws and regulations.
- C. Provide to USPS public boating course instructors periodic updates on changes in Montana boating laws and regulations.
- D. Post on the DFWP web site and other DFWP-sponsored promotions of boating safety education the date, time, and location and applicable contact names and phone numbers for USPS NASBLA-approved boating safety courses in Montana.
- E. Encourage local and regional marine law enforcement agencies within the State to cooperate with the USPS in promoting and conducting 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 Montana boating education requirements.
- G. The lead instructor for a USPS education course will complete a Course Completion card and send it to the Boating Education Coordinator (BEC) when 13 and 14-year old students successfully complete the course. The BEC will send a State Certificate to the student.

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 Montana, including the use, where appropriate, of Montana 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 are subject to the written agreement of both Parties.
- D. This MOU shall be reviewed by the Parties every three (3) years in order to modify and/or update its content.
- 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.
- 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.

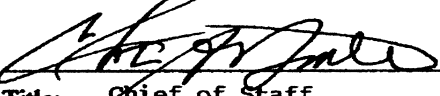
IN WITNESS WHEREOF the said Parties have herewith set their hands and seals as of the day and year first above written.

For the United States Power Squadrons:


Chief Commander

Dec 22, 2004
Date

For the Montana Dept. of Fish, Wildlife & Parks:


Title: Chief of Staff

November 19, 2004
Date