

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
S.C. DEPARTMENT OF NATURAL RESOURCES  
AND  
UNITED STATES POWER SQUADRONS®**

This Memorandum of Understanding is between the South Carolina Department of Natural Resources, an agency of the State of South Carolina (hereinafter "SCDNR") and the United States Power Squadrons®, a non-profit corporation 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 (hereinafter "USPS®").

**WITNESSETH THAT:**

**WHEREAS** the SCDNR is the agency of the State of South Carolina charged with the authority and responsibility for primary law enforcement, all registration and titling, and education respecting the ownership, use, and safe operation of vessels, boats and personal watercraft within South Carolina and upon the navigable waters thereof; and,

**WHEREAS**, USPS has been actively engaged in the education of its members in a wide variety of boating and nautical subjects since its establishment in 1914; has initiated emergency training of the general public in matters of seamanship, boat-handling, and navigation during World Wars I and II; and for more than fifty years, has provided our Nation with basic and safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; and,

**WHEREAS**, District 26 is a unit of USPS which is comprised of nine Squadrons located in or providing services for citizens of South Carolina through their regular instruction of USPS public boating courses, by their active participation in the Joint USPS-NOAA Cooperative Charting Program, and in their various National Safe Boating activities; and,

**WHEREAS**, the South Carolina Personal Watercraft and Boating Safety Act of 1996 has placed additional authority and responsibility upon SCDNR for the administration of a boating safety program and/or the approval of any boating safety programs administered by others, evidence of the successful completion of which would enable a person younger than sixteen (16) years of age to operate a personal watercraft, specialty prop-craft or vessel (powered with 15 horsepower engine or greater) within South Carolina without being accompanied by an adult; and,

**WHEREAS**, SCDNR and USPS, by and through its District 26 and member Squadrons, have a mutual interest in and commitment to boating safety in South Carolina and believe that the development and undertaking of this **Joint Educational Initiative** will provide a coordinated and uniform system of timely and high quality training on an efficient and statewide basis in fulfillment of the legislative mandate embodied in the South Carolina Personal Watercraft and Boating Safety Act of 1996; that it will be of mutual benefit in fostering increased understanding, cooperation, greater awareness and enhanced relationships among all concerned; and that it can serve as the foundation for future joint programs in furtherance of their respective and common interests.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. SCDNR shall have the following responsibilities:**

**A. Under the Joint Educational Initiative:**

1. To designate and provide a principal SCDNR point of contact for purposes of liaison and coordination of this Joint Initiative.
2. To develop and produce a boating safety program, (hereinafter the "Program") as jointly approved, of such content and medium as is most appropriate to the audience sought to be reached.
3. To obtain suitable sites, on a statewide basis, for the presentation of such Program and to arrange for all access, parking, equipment, furnishings, materials or supplies as may be required.
4. To develop a schedule of instruction, as jointly approved, for such Program and to use its best efforts to provide advance publicity and registration therefor.
5. To produce and provide all distributed Program course materials and written examinations, as jointly approved, and to develop and issue suitable evidence of successful course completion.
6. To include in all Program announcements, publicity and course materials appropriate recognition as to its status of being a joint venture between SCDNR and USPS; and to give equal and proper display of the USPS name, acronym, and/or logo, each a registered trademark, with each display of SCDNR's name and/or logo. This will not apply to any display of SCDNR uniforms, insignia or signage.
7. To staff each training site with at least one SCDNR representative to be present throughout each ( scheduled period of instruction.
8. To schedule and provide (in at least three geographically separated areas of the State) an opportunity for such advance viewing, course familiarization, rehearsal and coordination/liaison by and between the site representatives of the parties as may be requested or deemed appropriate.
9. To provide USPS representatives with the names and addresses of all Program course attendees and successful completions, together with the names and addresses of the parents of all attending minors.
10. To afford USPS site representatives an opportunity to provide, during each scheduled training session, such remarks, information and/or distributions as they deem appropriate.

**B. Generally:**

1. To obtain prior written approval from USPS and others before using, in whole or in part, their trademarks or copyrighted works and to include such notices, recognitions and credits as may be required as a condition to any such approval.
2. To review and, when deemed acceptable, approve any and all USPS developed or administered courses as may be submitted to it as constituting an alternate, authorized training program in fulfillment of the South Carolina Personal Watercraft and Boating Safety Act of 1996 or other legislation.

3. To develop and implement a statewide databank of; to design reporting forms for; and to afford official recognition to: certified completions of approved USPS courses when suitable evidence thereof is displayed.
4. To provide such specific South Carolina law related examination questions, not to exceed twenty (20) in number, as may be desired for inclusion within any approved USPS course taught within South Carolina, and to furnish sufficient copies of any SCDNR or other material as it may require to be distributed under such approval.
5. To publicize the dates, times and locations of all approved USPS courses as part of any public service boating education announcements or distributions which it may hereafter make.
6. To include designated representatives of D/26 and its member Squadrons, as their names and addresses are received, in all SCDNR mailings and legislative updates relating to boating laws and safe boating training.

## **II. USPS shall have the following responsibilities:**

### **A. Under the Joint Educational Initiative**

1. To designate and provide a principal USPS point of contact for purposes of liaison and coordination of this Joint Initiative.
2. To provide such input as it may desire, and such assistance and support as may be requested by SCDNR, in the development and production of the Program.
3. To provide timely review of, and comments and suggestions for, all proposed Program course scheduling, materials and examinations within two weeks of the receipt thereof, and not to unreasonably withhold approval of the same.
4. To provide SCDNR with quality graphics of its name and any registered trademarks to be included in Program publicity and course materials; to authorize the limited use, reproduction, display or dissemination of USPS copyrighted works within such Program materials so long as recognition of such property rights is preserved and a recitation of permission is prominently displayed therein; and to use its best efforts to provide assistance in obtaining all requisite approvals or permissions for any such actions respecting the intellectual property rights of any other holder concerned.
5. To staff each site, by and through District 26 and its member Squadrons, with at least one representative to be present throughout each scheduled period of instruction, who shall assist with registration, course administration, question and answer segments, and examination; and to have such representatives attend any rehearsal, advance viewing, course familiarization or pre-instruction liaison/coordination meeting to be held.
6. To develop and provide to Program attendees such remarks, information and/or distributed materials as it deems appropriate.

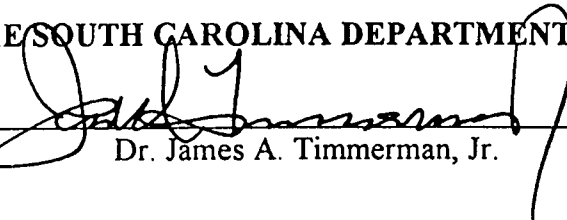
### **B. Generally:**

1. To continue, by and through District 26 and its member Squadrons, with its regular scheduling, instruction, and administration of approved public boating safety courses within South Carolina in accordance with the National Association of State Boating Law Administrators (NASBLA) guidelines and course requirements.
2. To provide SCDNR, by and through District 26 and its member Squadrons, with at least two month's advance notice of and information respecting the dates, times, and locations of all USPS public boating safety courses to be offered within the State of South Carolina in order that SCDNR may include such in any boating safety education public service announcements and distributions as it may produce.
3. To incorporate and utilize within each USPS public boating safety course taught within the State of South Carolina, by and through District 26 and its member Squadrons, such specific South Carolina law examination questions, not to exceed twenty (20) in number, and SCDNR materials as may be requested and furnished to it by SCDNR.
4. To provide to SCDNR, by and through District 26 and its member Squadrons, within two weeks of the completion of each approved public boating safety course and in such format and medium as may be specified by SCDNR: the names, addresses, and telephone numbers of all attendees, together with the course title, dates of training/examination and certified examination results thereof; and to provide all individuals successfully completing such courses with such evidence thereof as is acceptable to SCDNR.

**III. The Parties hereto further agree as follows:**

- A. To maintain open communication, cooperation and support in furtherance of their mutual goals and objectives.
- B. That any amendment made to this Memorandum of Understanding must be with the written consent of all parties.
- C. That this Memorandum of Understanding shall become effective upon the date of its execution by both parties and shall remain in effect until terminated by either party upon thirty (30) days written notice.
- D. That this Memorandum of Understanding contains the complete agreements and understandings of the parties hereto.

**FOR THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES:**

  
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 Dr. James A. Timmerman, Jr.

4/28/97  
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 Date

**FOR THE UNITED STATES POWER SQUADRONS:**

  
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 Chief Commander L. M. Barnes, N

5/6/97  
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 Date