

**MEMORANDUM OF UNDERSTANDING BETWEEN  
UNITED STATES POWER SQUADRONS®  
and DIVERS ALERT NETWORK, INC.**

This Memorandum of Understanding is between the United States Power Squadrons®, being America's Boating Club®, 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 (hereinafter "USPS/ABC"), and Divers Alert Network, Inc, a non-profit corporation organized under the laws of the State of North Carolina, and also known as "DAN®", "DAN Boater®" (hereinafter "DAN/DB").

**WHEREAS**, USPS/ABC 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 one hundred 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**, DAN/DB is the World's Premier Travel Safety Association. DAN/DB now serves over 150,000 members throughout the United States. Since its inception, DAN/DB has spent more than 300,000 medical resource hours on duty, fielding more than 100,000 emergency evacuations worldwide, making it one of the world's most trusted resources for traveler safety. DAN/DB is committed to (1) helping recreational cruiser's and sailor's in need of medical and travel emergency assistance while traveling and (2) promoting good travel health and practical boating safety practices through research and education.

**WHEREAS**, USPS/ABC and DAN/DB have a mutual interest in establishing a cooperative arrangement to jointly work together to promote boating safety and education among recreational boaters;

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

**I. USPS/ABC will:**

- A. Designate one or more individual(s) or committee appointed by its Chief Commander from time to time, as the primary contact of USPS/ABC relating to the joint programs and benefits between USPS/ABC and DAN/DB contemplated in this MOU. Such primary contact shall act as USPS/ABC coordinator and liaison with DAN/DB. USPS/ABC's initial primary contact shall be its Marketing Director.
- B. Provide literature and materials (in print and/or electronic and/or digital and/or other media) promoting the USPS/ABC Public Boating Courses to DAN/DB to enable or facilitate DAN/DB's distribution of the same, at their discretion, to their members and other boaters.

- C. Provide print and digital publications, such as the quarterly Ensign magazine, and monthly Blast
- D. Provide information relating to DAN/DB to its Squadrons and Districts to allow them and their members to obtain the services and promotions of DAN/DB as USPS/ABC, in its discretion, determines will be mutually beneficial to the Squadrons and Districts and their members.
- E. Offer all USPS/ABC members the opportunity for joint membership as described below. Provide DAN/DB membership information to the members of USPS/ABC through its publications. If an USPS/ABC member requests joint membership, then the USPS/ABC member shall be responsible for submitting any and all personal information to DAN/DB.
- F. Provide articles on safe boating practices and educational information produced by USPS/ABC and its members to DAN/DB for use on DAN Boater.org and in their e-newsletter(s) or other publications at the discretion of DAN/DB and in accordance with the guidelines provided by USPS/ABC.
- G. Publicize the USPS/ABC and DAN/DB arrangement described herein through publications to its members, Districts and/or Squadrons.
- H. Obtain prior written approval from DAN/DB prior to using, in whole or in part, any of its trademarks or copyrighted works, including but not limited to DAN, DAN Boater, or other DAN-related word marks and design marks, and include such notices, recognitions and credits as may be required as a condition to such approval.
- I. Extend to DAN/DB members a discounted membership which brings them member discounts on courses and other benefits specified in Annex I (which is incorporated into this Memorandum of Understanding by this reference) for details.
- J. USPS/ABC to provide promotion code and signup method to receive this discount.

**II. DAN/DB will:**

- A. DAN/DB's Chief Executive Officer shall designate, from time to time, a senior executive officer of DAN/DB as its primary DAN/DB point of contact for USPS/ABC relating to the joint programs and benefits between USPS/ABC and DAN/DB contemplated in this MOU. Such primary contact shall act as DAN/DB coordinator and liaison with USPS/ABC. Ursula Hash will be the initial principal point of contact and lead coordinator for DAN/DB.
- B. Help promote USPS/ABC boating education by offering to its members USPS/ABC boating course informational materials that can be distributed to boaters and customers at the discretion of DAN/DB.
- C. Offer members of USPS/ABC the opportunity for membership with DAN/DB for a discounted annual fee as set out in Annex II (which is incorporated into this Memorandum of Understanding by this reference.)

- D. DAN/DB will provide USPS/ABC with the joint membership activation instructions for distribution, which may include card handouts, a standard membership application and Promo Code or other method/materials which can be used for any USPS/ABC offering.
- E. Include articles on safe boating practices and educational information produced by USPS/ABC and its members on DAN Boater.org, other social media and in e-newsletter(s) at the discretion of DAN/DB and in accordance with guidelines provide by USPS/ABC.
- F. List the USPS/ABC as a source for boating safety and boating related courses on DANBoater.org, or its other social media and publications. If a special offer for DAN/DB members exists for USPS/ABC membership or for any USPS/ABC boating course offering, DAN/DB will additionally list USPS/ABC as a resource on its website.
- G. Make sure DAN/DB is aware of an option to work with local USPS/ABC Squadrons and Districts, at the discretion of the local USPS/ABC Squadron or District, under mutually beneficial terms to:
  - a. Promote boating education and safety at the discretion of DAN/DB;
  - b. Assist Squadrons and Districts to develop and provide on-the-water training at the discretion of DAN/DB; and
  - c. Offer Squadrons and Districts expertise regarding on the water assistance services at the discretion of DAN/DB.
- H. Obtain prior written approval from USPS/ABC prior to using, in whole or in part, any of its trademarks or copyrighted works, including, but not limited to, such notices, recognitions and credits relating to the use of the names "United States Power Squadrons®" or "America's Boating Club®" and other name or design marks of USPS, as may be required as a condition to any such approval.
- I. Provide the USPS/ABC with decals and other promotional materials for membership in and benefits of DAN/DB for distribution by the USPS/ABC at no cost.
- J. Make available to USPS/ABC certain webinars prepared, produced and hosted by DAN/DB and selected at the discretion of DAN/DB, to be distributed via links to the websites of USPS/ABC, USPS/ABC social media and publications, and to the USPS/ABC Districts, Squadrons and their members in accordance with guidelines provided by DAN/DB for use by USPS/ABC, their Districts, Squadrons and members at their respective discretion.

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

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Each party shall use reasonable efforts to promote membership in the other party to their own members, respectively.


- C. Cooperate in the promotion of USPS/ABC courses and civic service projects, and DAN/DB benefits, programs and membership, including the use, where appropriate, of USPS/ABC and/or DAN/DB 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.
- D. This Memorandum of Understanding shall become effective on the date of its execution by all Parties and shall remain in effect until terminated by any Party upon a 30-day written notice at any time. If any party perceives a need to modify or update the content of this MOU, it may request a mutual review at any time. Additionally, the parties hereto will, in addition to the other provisions herein provided, review this MOU every three years and suggest changes and updates as may be appropriate. It is understood and agreed by the Parties that this MOU represents the complete understanding between the Parties.
- E. Both parties hereto understand and agree that the terms of this MOU may require adjustment and/or modification of their procedures and publications which will occur after the signing of this MOU and that there may be a delay in the implementation of the terms herein. Both parties shall keep the other party informed of the nature and specifics of any delay, including an estimate of the time involved.
- F. Any amendments to this MOU are subject to the written agreement of all Parties.
- G. USPS/ABC and DAN/DB shall at all times observe all federal, state and local human rights laws, regulations and ordinances applicable to any USPS/ABC or DAN/DB activity, (the "Civil Rights Laws"). No person may be refused membership, denied office, or be prevented from participating in any activity or program because that person is one of a protected class of individuals under the human rights laws of any governmental jurisdiction where the person resides or in which USPS/ABC and DAN/DB, as the case may be, conducts business. In furtherance of the foregoing and not in limitation, the Parties shall not discriminate against any person because of race, color, creed, sex, religion, national origin, age, or disability.

**FOR DIVERS ALERT NETWORK, INC.**  
(a/k/a Dan Boater®):

  
Name: William M. Ziefle  
Title: President & CEO

Date: 13 May 2019

**FOR UNITED STATES POWER SQUADRONS, Inc.** (being America's Boating Club®):

  
Name: GARY CHENEY  
Title: Chief Commander

Date: 29 July 2019

May 5, 2019

**ANNEX I**  
**TO**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**UNITED STATES POWER SQUADRONS®**  
**and DIVERS ALERT NETWORK, Inc**

USPS/ABC shall extend to DAN/DB members who elect to join USPS/ABC a discounted membership at the fee and which brings them member discounts on courses and other benefits specified below.

1. DAN/DB members shall be eligible to join USPS/America's Boating Club with a special on-line-membership created for DAN/DB members at an annual rate of \$60.00 per year beginning Date, 2019.
2. DAN/DB members who join USPS/ABC under this program shall be eligible to take the following USPS/ABC courses for no extra charge:
  - a. Weather for Boaters Online Course
  - b. Cruise Planning Online Course
3. DAN/DB members who join USPS/ABC under this program shall be eligible for a 25% discount on all other USPS/ABC online course offerings
4. DAN/DB members who join USPS/ABC under this program shall be eligible to take any other course offered by USPS/ABC or its districts and squadrons at the same price charged USPS/ABC members.
5. Quarterly Ensign Magazine and all digital quarterly publications
6. DAN/DB members who join USPS/ABC under this program are encouraged to:
  - a. Join a local squadron near them and participate in:
    - i. Classroom and on-the-water training, fun boating activities such as raft-ups at select local squadrons;
    - ii. Volunteer in their community for environmental and other projects;
    - iii. Become a Vessel Safety Inspector and offer free vessel checks to other boaters (membership in squadron is required) and
    - iv. Certify as a Boating Skills Virtual Training Instructor and teach safe boating simulations in a classroom environment.
7. Digital member card, co-branded with USPS/ABC and Dan Boater logos.

**ANNEX II**  
**TO**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**UNITED STATES POWER SQUADRONS®**  
**and DIVERS ALERT NETWORK, Inc**

DAN/DB shall extend to USPS/ABC members who elect to join DAN/DB a discounted membership at the fee and which brings them member discounts on courses and other benefits specified below.

1. After launch date, USPS/ABC members will receive a free initial DAN/DB individual membership, which shall continue until their next membership renewal date. At which time, the USPS/ABC member will have the option to continue receiving annual DAN BOATER benefits for \$25.00 per year or OPT OUT.
2. Membership offered by DAN/DB to all current members of USPS/ABC shall include:
  - a. All current DAN and DAN Boater membership benefits;
  - b. Automatic enrollment in DAN Boater membership, with full benefits, including:
    - i. Medical Information Line;
    - ii. 24/7 Emergency Hotline;
    - iii. Travel Health & Safety Guides (digital), co-branded with ABC logo;
    - iv. Medical Evacuation;
    - v. Medical Repatriation to Home Country;
    - vi. Search and Rescue Expense Reimbursement; and
    - vii. more;
  - c. Digital copies of the DAN Boater Travel Health & Safety Guides, co-branded with ABC logo;
  - d. At the discretion of DAN/DB, discounts on insurance with the completion of certain USPS/ABC courses; and
  - e. Digital member card, co-branded with USPS/ABC and DAN Boater logos.