

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
&
SEA TOW FOUNDATION**

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 Sea Tow Foundation, a non-profit, tax- exempt, 501 (c)(3) organization organized under the laws of the State of New York (hereinafter "Sea Tow Foundation").

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 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, Sea Tow Foundation is dedicated to promoting safe boating practices that directly reduce accidents, fatalities and property damage related to recreational boating; and,

WHEREAS, both USPS/ABC and Sea Tow Foundation 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 the Member Benefits Committee of the Administrative Department through its Chair, or such other individual or committee as designated by the Chief Commander from time to time, as the operational committee of USPS/ABC relating to the joint programs between USPS/ABC and Sea Tow Foundation, and this MOU, in coordination with the Headquarters Marketing Director, or such other individual as designated by the Chief Commander from time to time, and who shall act as the USPS/ABC liaison with Sea Tow Foundation.
- B. Publish articles on safe boating practices and educational information created by Sea Tow Foundation in USPS/ABC publications, print or online or in social media, at the discretion of the USPS/ABC publications staff and in accordance with guidelines provided by Sea Tow Foundation.

- C. Publicize the USPS/ABC and Sea Tow Foundation arrangement among its Squadrons and members.
- D. Provide information relating to Sea Tow Foundation to its Squadrons and Districts to allow them and their members to obtain the services and promotions of, and participate in the programs of, the Sea Tow Foundation as USPS/ABC determines will be mutually beneficial the Squadrons and Districts and their members.
- E. Obtain prior written approval from Sea Tow Foundation prior to using, in whole or in part, any of its trademarks, whether owned, licensed or otherwise, or copyrighted works including, but not limited to Sea Tow Foundation logo and wordmark, Sober Skipper, Designated Skipper and Vest Friends, and include such notices, recognitions and credits as may be required as a condition to any such approval.
- F. Will provide boating related articles which Sea Tow Foundation may publish, in accordance with guidelines provided by USPS/ABC, on their website on social media or in literature of Sea Tow Foundation at the discretion of Sea Tow Foundation.

II. Sea Tow Foundation will:

- A. Designate and provide a principal Sea Tow Foundation point of contact for purposes of liaison and coordination in furtherance of this joint effort.
- B. Help promote USPS/ABC safe boating education by providing a link to the USPS/ABC website on their website, boatingsafety.com, and provide reciprocal connections for social media and online publications.
- C. Work with USPS/ABC and its Squadrons and Districts to create content on boating education and safety to be published on boatingsafety.com at the Sea Tow Foundation's discretion and in accordance with the guidelines provided by USPS/ABC.
- D. 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 "USPS®", "United States Power Squadron®" or "America's Boating Club®" and other name or design marks of USPS, as may be required as a condition to any such approval.
- E. Make available to USPS/ABC certain webinars prepared, produced and hosted by Sea Tow Foundation and selected at the discretion of Sea Tow Foundation, 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 Sea Tow Foundation.

- F. Will provide boating related articles which USPS/ABC may publish in accordance with the guidelines provided by Sea Tow Foundation in the magazines, literature and social media of USPS/ABC at the discretion of USPS/ABC.

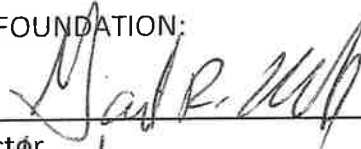
III. The Parties hereto further agree as follows:

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Cooperate in the promotion of USPS/ABC boating safety courses and civic service projects, as well as Sea Tow Foundation programs and civic service projects, including the use, where appropriate, of USPS/ABC and/or Sea Tow Foundation 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. This Memorandum of Understanding shall become effective on the date of its execution by both Parties, shall replace all prior written agreements and shall remain in effect until terminated by either Party upon a 30-day written notice at any time. If either 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 agreement between the Parties.
- D. Any amendments to this MOU are subject to the written agreement of both Parties.
- E. 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.

FOR SEA TOW FOUNDATION:

Gail R. Kulp
Executive Director

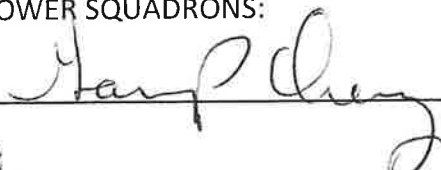
Date:


8/18/18

FOR UNITED STATES POWER SQUADRONS:

Gary P. Cheney, SN
Chief Commander

Date:


8-18-18