

BOATING SAFETY COOPERATIVE AGREEMENT
Between
INDIANA DEPARTMENT OF NATURAL RESOURCES
AND UNITED STATES POWER SQUADRONS

This Boating Safety Cooperative Agreement is between the Indiana Department of Natural Resources, Law Enforcement Division, Education-Training Section (hereafter referred to as "DNR") and the United States Power Squadrons (hereafter referred to as "USPS").

In furtherance of their mutual goals, DNR and USPS (a private, non-profit, non-governmental, and non-military organization dedicated to promoting boating safety through education) agree to work together according to the terms and conditions set forth below. The DNR and USPS will cooperate in teaching boating safety courses and to ultimately create a safer operating experience for Indiana boaters.

Now, therefore, the parties agree as follows

- I. The USPS shall have the following responsibilities
 - A. Schedule and administer USPS boating safety courses in the state through the USPS administrative structure.
 - B. Conduct boating safety courses in accordance with the National Association of State Boating Law Administrators (NASBLA) guidelines and course requirements.
 - C. Provide DNR with information on date, time and location of boating safety public courses. Provide the name and telephone number of a contact person.
 - D. Utilize state pamphlets covering state boating laws in the conduct of NASBLA-approved courses.
 - E. Incorporate an additional examination page containing state specific questions, as provided by the DNR, into the USPS public courses final examinations.
 - F. Provide each student successfully completing NASBLA-approved USPS courses with a USPS Certificate of Completion.

- G. Provide a principal USPS point of contact to work directly with DNR in the execution of this program.
- H. Invite DNR participation in the classes covering state boating regulations and laws.
- I. No state fee shall be associated in any manner with fees charged for textbooks, materials and other course supplies and those charged to defray custodial or classroom usage fees.

II. The DNR shall have the following responsibilities:

- A. Provide state pamphlets and Indiana specific materials relating to boating laws and boating safety for each student attending NASBLA-approved USPS courses.
- B. Provide up to ten examination questions (and answers) on state specific laws and regulations.
- C. Provide USPS instructors periodic updates concerning changes in state boating laws and regulations.
- D. Post date, time, contact phone number and location of USPS boating safety courses on the DNR web site.
- E. Recognize successful completion of USPS-NASBLA approved courses as meeting any state boating education requirements, if and when state requirements are established.
- F. This statement of cooperation in no way precludes the State from entering into a similar agreement with any other organization.
- G. Upon the request of USPS, the DNR should make a reasonable effort to provide personnel to make presentations at USPS boating safety courses.
- H. Conduct orientation for USPS instructors covering Indiana watercraft laws and regulations.

III. Mutual responsibilities:

- A. Any amendments made to this understanding must be with the written consent of both parties.
- B. This Agreement may be terminated, in whole or in part, by the DNR whenever, for any reason, the DNR determines that such termination is in the best interest of the DNR. Termination shall be affected by the delivery to

the USPS Contact at least thirty (30) days prior to the termination effective date.

- C. Each party shall review this Agreement annually for amendments.
- D. In carrying out the terms of this Agreement, there shall be no discrimination against any person because of sex, race, color, creed, national origin 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 United States Power Squadrons:

Chief Commander

Date

For Indiana Department of Natural Resources:

Boating Law Administrator

Date

Boating Safety Education Coordinator

Date