



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Agreement) is made and entered into by and between the National Youth Marine Alliance, Inc., a 501(c)(3) nonprofit Rhode Island corporation with offices at 2 Lilac Drive, Westerly RI 02891 hereinafter referred to as NYMA and United States Power Squadrons, with offices at 1504 Blue Ridge Road, Raleigh, NC 27607, hereinafter referred to as USPS. Upon execution hereof by both parties, USPS will become a member of the NYMA Allied Organizations Committee ("Allied Organizations").

A. Purpose

The purpose of this Agreement is to provide a framework for cooperation upon which the NYMA and USPS may jointly plan and accomplish mutually beneficial projects and activities. Such activities and projects will be chosen by both parties hereto so as to jointly complement the missions of the NYMA and USPS, with particular emphasis on a target population of youth K-12 age demographic. Together USPS, the NYMA and other members of the NYMA Allied Organizations Committee will consider projects and activities that achieve the common goals of:

1. Establishing an awareness plan and sustainable operational infrastructure to educate youth about outdoor water-related recreational and environmental issues.
2. Establish a single brand which the Allied Organizations and the NYMA can promote to the broad public resulting in increased awareness of our collective mission.
3. Insure that efforts of the NYMA and the Allied Organizations are designed to help all youth develop with positive life skills such as respect, patience, understanding, high self esteem and personal determination.
4. Conduct the affairs of the NYMA and the Allied Organizations in a manner that embraces diversity among the youth population and creates no boundaries with regard to race, creed, gender, physical and /or mental limitations or economic circumstances in the delivery of its services.

B. Statement of Mutual Benefits and Interests

The NYMA strives to improve the capacity of participating Allied Organizations to offer water based components such as activity programs, curricula, best practices and/ or resources for youth program providers and to utilize all methods possible to create a greater awareness and level of participation in water based opportunities for the youth segment. The NYMA will continue to work to bridge the divide between water based educational programs in such areas as conservation, aquatic literacy, and marine vocational training and the water based recreational communities where these education programs take place. The NYMA shall serve as an umbrella organization with the goal of cultivating, new and additional resources necessary to assist in the mission fulfillment of the Allied organizations.

USPS offers programs that target all recreational boaters of all ages, including the youth group (ages 8-11 years) that is the focus of NYMA educational programs. USPS realizes that children and young adults need to be aware of boating safety to reduce the number of boating-related injuries and fatalities among our nation's youth. By gaining useful information on boat operation, navigational techniques and environmental concerns while learning core safety behaviors will ultimately prevent unintentional injury and save lives.

Both the NYMA and USPS share the common interest of disseminating information to the public to achieve greater participation of all youth in water based activities. This outreach helps all of our nation's youth to find a pathway to water based activities in local communities. The common interest of improving awareness of and access to water based recreation and education will insure that future generations are better able to enjoy water as a natural resource for recreation, education and stewardship.

In consideration of the above – stated premises, the parties hereto agree as follows:

C. The NYMA SHALL:

1. Collaborate with USPS to raise public awareness of youth opportunities to engage in water based activities at the national, regional, state and local levels. Such collaboration may include campaigns which involve multi-media sources such as print, broadcast and internet exposure. NYMA will provide direct links to the USPS web site.
2. Offer expertise to USPS so as to assist USPS in providing programs, campaigns and initiatives accessible to the target youth population and those that serve this population in an effort to enhance the levels of participation in all water based activities.
3. Act as a conduit between USPS and the NYMA National Television Partner Program to incorporate the partner message and images / stories for national exposure as such opportunities may be available.
4. Provide the platform for USPS to effectively collaborate with other Allied Organizations of the NYMA in the development of strategies to increase the capacities of their individual organizations.
5. Invite USPS to become actively involved with the NYMA as a participating member of the NYMA Allied Organizations Committee and to put forward, if desired, one individual from within their organization for consideration of a board position as provided by the By-Laws of the NYMA.
6. Collaborate with USPS and all members of the NYMA Allied Organizations Committee on matters related to the distribution of NYMA resources for the development of programs and services for youth and or the advancement of existing Allied Organization member programs and services.
7. Adopt such general language as is mutually acceptable to the NYMA and the USPS to describe the relationship of both parties in media releases and collateral materials advancing the mission and brand of the NYMA and of USPS. The NYMA shall submit for

approval such language, specific text, layout and photographs, etc., as proposed, to the principal USPS contact (listed in provision E-1) with a request for approval.

8. Consider involvement with USPS in future cooperative ventures that are of interest to and benefit to both parties. Subsequent fund obligation documents may be executed if funds are available for those purposes. (Reference provision E – 4).

D. USPS SHALL:

1. Enhance public awareness of opportunities that exist for all youth to participate in water based activities of the Allied Organizations by making available through its membership and affiliated organizations, as deemed appropriate by USPS, such educational, recreational, and aquatic conservation or stewardship information as provided by the NYMA.
2. Place the NYMA logo and active link on their website.
3. Collaborate with the NYMA on specific branding opportunities on printed materials, media releases etc.
4. Work in cooperation with the NYMA to build a central information resource which would include data on all active USPS programs for youth at the national, regional, state and local levels. This information shall also include data on any affiliated chapters or members of USPS that conduct programs or activities for youth. The dissemination of this information shall initially be through the NYMA web based resources available to the general public, as well as links through corresponding Web resources available to USPS.
5. Collaborate with the NYMA, as deemed appropriate by USPS, in developing methods to increase all branding opportunities through to the grass roots level such as use of the NYMA logo recognition on program brochures and other publications, logo placement at facilities, thus helping build a broad public acceptance of the NYMA brand.
6. Provide, as mutually agreed, at least annually, statistical data to the NYMA to determine the scope of the outreach of USPS and the number of youth that are affected by programs and services conducted by or through USPS. It is understood that this data shall be compiled, aggregated and structured in an aggregated format by the NYMA and be made available to all NYMA Allied Organization Members. The purpose of collecting this data is to evaluate and improve the effectiveness of current efforts, so as to aid in the development of future programs and services as well as to provide accurate measurement to NYMA sponsors as to the actual impact of their support.
7. Be entitled to display the NYMA Logo and utilize the NYMA name in printed material, media releases, on facilities and equipment, both separately and in juxtaposition with its own logo(s) etc. However, a sample of the materials to be distributed must be submitted to the NYMA (principal contact as listed in provision E-1) so that we may track all of the outreach efforts that have been initiated.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. The Principal Contacts for this Agreement are:

National Youth Marine Alliance, Inc.
Thomas M. Griffin
Executive Director
2 Lilac Drive
Westerly, RI 02891
(401)935-6248
captkid@cox.net

United States Power Squadrons
R/C Roberta L. Dougherty, AP
Chair, Membership Committee
6026 Danenhauer Lane
Mays Landing, NJ 08330
609-335-1490
rdougherty@simcare.net

2. Meetings between NYMA and USPS shall be held at least once annually to discuss, identify and coordinate the various proposed activities outlined in this agreement, or to discuss, identify and coordinate opportunities that fall within the area of common benefits and interests. Meetings may be held in person, via teleconference or through other electronic means.
3. This Agreement in no way restricts the NYMA or USPS from participating in similar activities with other public or private agencies, organizations or individuals.
4. Nothing in this Agreement shall obligate either the NYMA or USPS to designate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various Allied Organizations of the NYMA and the USPS will require execution of separate agreements and must be contingent upon the availability of funds. Such activities must be independently authorized by each party. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable laws.
5. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the NYMA or USPS, their officers, staff, Allied Organizations, or any person. NYMA, USPS, and the Allied Organizations are not partners and have no mutuality of obligation or liability with respect to any right or obligations beyond those specifically set forth in this document.
6. The NYMA, USPS and other members of the NYMA Allied Organizations Committee will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
7. This Agreement takes effect upon the signature of the NYMA and USPS and shall remain in effect for five (5) years from the date of execution. This Agreement may be extended or amended upon written request of either the NYMA or USPS and the written concurrence of the other(s). Either the NYMA or USPS may terminate this agreement with a 30-day written notice to the other.

8. By signature below, each of the parties hereto certifies that the individuals listed in this document as representatives of each party are authorized and do hereby bind their respective organizations to the obligations set forth in this Agreement.

INTENDING TO BE BOUND HEREBY, THE PARTIES HERETO have executed this agreement.

National Youth Marine Alliance, Inc.

United States Power Squadrons

By:

By:

Title:

Title:

Dated:

Dated: