

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES POWER SQUADRONS®  
AND  
SEA/TOW INTERNATIONAL**

This Memorandum of Understanding is between the United States Power Squadrons, 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") and Sea/Tow International, a for-profit corporation organized under the laws of the State of \_\_\_\_\_(hereinafter "Sea/Tow")

**WITNESSETH THAT:**

**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 seventy 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 is an commercial organization providing its membership with professional on-the-water emergency services through licensees, as well as other goods, services, and information of interest and importance to recreational boaters; and,

**WHEREAS**, both USPS and Sea/Tow 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® will:**

- A. Designate and provide a principal USPS point of contact for purposes of liaison and coordination in furtherance of this joint effort.
- B. Provide Sea/Tow International Licensees with literature promoting the USPS Public Boating Courses for distribution to those boaters assisted by Sea Tow on the water.
- C. Provide Sea/Tow International Licensees with USPS decals promoting boating education for display on their boats and in their facilities.
- D. Authorize its Squadrons and Districts to utilize local Sea/Tow International Licensees as resources for furthering boating education and safety by developing mutually agreeable arrangements for such things as: on the water training for members, as experts in on the water emergency service, etc..
- E. Publicize the USPS Sea/Tow International arrangement among its Squadrons and members.

**II. Sea/Tow International and its Licensees will:**

- A. Designate and provide a principal Sea/Tow point of contact for purposes of liaison and coordination in furtherance of this joint effort.
- B. Help promote USPS safe boating education by requiring its licensees to distribute USPS boating course informational materials to those they service on the water and to display USPS Safe Boating Through Education decals on their boats and in their facilities.
- C. Offer graduates of USPS's public boating courses a two months free membership in Sea/Tow International, by way of course completion certificates which Sea/Tow will supply to USPS for inclusion and shipping with Squadron Boating Course and Boat Smart Course packages.
- D. Provide space in its member magazine for the publishing of suitable articles on safe boating practices and education produced by USPS and its members.
- E. Work with USPS Squadrons and Districts to:
  - 1. Promote boating education and safety
  - 2. Assist Squadrons and Districts develop and provide on-the-water training.
  - 3. Offer Squadrons and Districts expertise regarding on the water emergency services.
- F. Obtain prior written approval from USPS prior to using, in whole or in part, any of its trademarks or copyrighted works and include such notices, recognitions and credits as may be required as a condition to any such approval.

**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.

**Original signed as follows (original on file at USPS HQ, Raleigh, NC):**

**FOR SEA TOW INTERNATIONAL:**

Captain Paul \_\_\_\_\_, President Date: 05/21/99

**FOR UNITED STATES POWER SQUADRONS:**

Arthur H. Farr, Chief Commander Date: 6/24/99