

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

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 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 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 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® will:

A. Maintain the **Headquarters Marketing Director** as its principal USPS point of contact for purposes of liaison and coordination in furtherance of this joint effort.

B. Publish articles on safe boating practices and educational information created by Sea Tow Foundation in USPS publications, print or online or in social media, at the discretion of the USPS publications staff.

C. Publicize the USPS and Sea Tow Foundation arrangement among its Squadrons and members.

D. 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 and include such notices, recognitions and credits as may be required as a condition to any such approval.

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 safe boating education by providing a link to the USPS website on the website, boatingsafety.com and **provide reciprocal connections for social media and online publications.**
- C. Work with National, the USPS Squadrons and Districts to:
 - 1. Create content on boating education and safety to be published on boatingsafety.com at the Sea Tow Foundation's discretion.
 - 2. Assist National, Squadrons and Districts to develop on-the-water training courses as a **towing** subject-matter expert.
- D. 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.

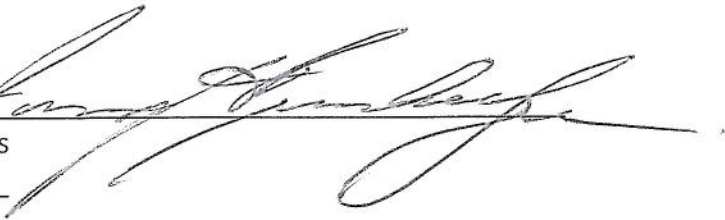
III. The Parties hereto further agree as follows:

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Cooperate in the promotion of USPS boating safety courses and civic service projects, including the use, where appropriate, of USPS and/or Sea Tow Services International, Inc. 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 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. 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:

Captain Joseph Frohnhoefer
President of the Board of Directors

Date: 2/1/2014



FOR UNITED STATES POWER SQUADRONS:

John Alter
Chief Commander

Date: 1 Feb 2014

