

# MEMORANDUM OF UNDERSTANDING

between the

**UNITED STATES POWER SQUADRONS (USPS)**

and the

**UNITED STATES ARMY CORPS OF ENGINEERS  
US ARMY GEOSPATIAL CENTER (AGC)**

**FY18-0031-MOU-0522**

This is a Memorandum of Understanding (MOU) between the United States Power Squadrons, a non-profit organization and hereinafter referred to as the “USPS”, and the U.S. Army Geospatial Center, an agency of the United States Army Corps of Engineers and hereinafter referred to as the “AGC”.

**1. BACKGROUND:** The AGC has been designated as having lead responsibility for the execution of the Inland Electronic Navigational Chart (IENC) program within the US Army Corps of Engineers (USACE).

**2. AUTHORITIES:** The authority for this activity is found in PL 85-480, approved 2 July 1958, which authorizes the Commander, USACE, to publish maps and other informational materials on river and harbor, flood control, and other civil works activities, including related public parks and recreation facilities, that may be of value to the general public. In the 2002 Energy and Water Development Appropriations Act PL 107-66 Congress specifically directed the USACE to make inland waterway navigational chart data available in electronic format. Electronic navigational chart data would enable towboats and other vessels to navigate more precisely, provide increased capability in poor visibility, and aid in the training of vessel operators.

**3. PURPOSE:** This MOU between AGC and the United States Power Squadrons (USPS) updates and consolidates a prior MOU and its annex to facilitate ongoing partnership activities focused on the interaction between the Inland Electronic Navigational Chart (IENC) product and civilian, non-governmental members of the USPS and its Cooperative Charting Committee. The USPS, with its focus on navigation safety and civilian maritime training, represents an organization of value to the USACE and the navigation community at large.

## **4. UNDERSTANDING OF THE PARTIES:**

4.1. The AGC agrees to:

4.1.1. Provide, on request, current editions of nautical charts and related products to members in the USPS Districts whose operational areas lie within the coverage of

AGC's electronic charts. All requests for charts and related products will be processed through the designated USPS official.

4.1.2. Provide guidelines for data collection and for improvement of data collected.

4.1.3. Receive reports via established online IENC Chart Discrepancy Reporting System.

4.1.4. Maintain submitted reports for use by IENC Quality Control system in established format.

4.1.5. Periodically furnish designated USPS officials a report of activities in system defined and established format.

4.1.6. Participate, as required, in Cooperative Charting (COCH) training activities to enhance quality and to promote interest and participation in this Program.

4.1.7. Prepare articles for publication in USPS publications and develop training materials to be used in COCH training sessions.

4.1.8. Coordinate editorial review and provide reproduction of training materials developed jointly by Corps and USPS.

4.2. The USPS agrees to:

4.2.1. Furnish information on USACE charts for related publications.

4.2.2. Establish and maintain the administrative procedures relative to COCH Program.

4.2.3. Stock and distribute publications and materials relating to the COCH Program.

4.2.4. Promote further participation by USPS members and provide and maintain continuing educational programming support for the COCH program.

4.2.5. Prepare articles and service training materials relating to the COCH Program and any materials that would effect AGC charts and maps, and submit for USACE review and approval.

**5. PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

## **6. GENERAL PROVISIONS:**

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the AGC – IENC Manager

6.1.2. For the USPS – Rear Commander of the COOP

### **6.2. OTHER PROVISIONS**

6.2.1. The information provided by USPS to AGC, pursuant to this Agreement, is provided solely for use by the U.S. Government.

6.2.2. AGC accepts full responsibility for reviewing information provided by USPS and confirming its correctness and accuracy. All judgments made with respect to the use or non-use of data provided by USPS including, but not limited to, the decision to revise, make additions to, correct, and/or change AGC navigational charts and related publications as a result of data provided by USPS to AGC shall be made solely by AGC.

6.3. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the AGC, to—

6.3.1. The technical AGC subject matter expert for this MOU will be the IENC (Inland Electronic Navigational Chart) Manager. That is Mr. Duane Morrison.

and, if to the [second party], to—

6.3.2. The USPS contact for this MOU will be the Rear Commander of the Coop Charting Committee.

6.4. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.5. EXPIRATION DATE: This MOU expires on 15MAY2022 and will be renewed through a new agreement as required.

6.6. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.7. MODIFICATION OF MOU: This MOU will be reviewed on an as-needed basis, but not less than annually, by each Party, to evaluate its effectiveness and determine the need for modification or amendments. This memorandum may be modified at any time

by mutual agreement of the Parties involved. The initiating Party will furnish a written request for modification at least 30 days prior to the desired effective date.

6.8. DISPUTES: The Parties agree that in the event of a dispute between the Parties, the Parties shall use their best efforts to resolve that dispute at the working level in an informal fashion through consultation, coordination, and communication. In the event that such informal means cannot resolve the dispute, the issue shall be raised to the MOU signatory level for final resolution in accordance with DoDI 4000.19.

6.9. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.10. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.11. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

**7. APPROVED:**

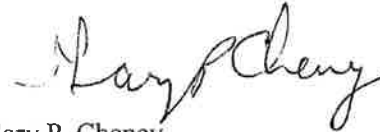
For the U.S. Army Geospatial Center

For the United States Power Squadrons

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Digitally signed by  
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DN: c=US, o=U.S. Government, ou=DoD, ou=PA,  
email=FONTANELLA.JOSEPH.FRANCIS.1018078119,  
Date: 2018.05.21 15:37:00 -0400

Joseph F. Fontanella, SES  
Director  
U.S. Army Corps of Engineers  
Army Geospatial Center



Gary P. Cheney  
Chief Commander  
U.S. Power Squadrons

DATE: \_\_\_\_\_

DATE: 15 MAY 2019