

MEMORANDUM OF UNDERSTANDING
between
North Carolina Wildlife Resources Commission
and
the United States Power Squadrons

This Memorandum of Understanding (MOU) is between the North Carolina Wildlife Resources Commission (hereinafter referred to as WRC) and the United States Power Squadrons (hereinafter referred to as USPS).

In furtherance of their mutual goals to promote recreational boating safety in the State of North Carolina, the WRC and the USPS agree to work together according to the guidelines for activities set forth below and to work in mutual cooperation in promoting and teaching boating safety and ultimately in creating a safer and more enjoyable boating experience for boaters on North Carolina waters.

Now, therefore, the Parties agree as follows:

I. The USPS shall have the following responsibilities:

- A. Schedule and administer boating safety courses in the State through the USPS administrative structure.
- B. Continue to conduct and administer the boating safety courses in accordance with National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
- C. Provide information to WRC in advance on the date, time, and location of boating safety courses and the name(s) and telephone number(s) of the applicable USPS contact person(s) for such course(s) by posting this information on the USPS website and authorizing a link from the WRC website.
- D. Utilize pamphlets and other materials produced by WRC covering North Carolina boating laws in the conduct of its NASBLA-approved courses as availability permits. Request the assistance of State, regional, or local marine law enforcement personnel, when and where applicable and available, in the teaching of North Carolina boating laws and regulations.
- E. Incorporate current State-specific examination questions, as provided by WRC, into USPS public course final examinations.
- F. Provide each student successfully completing a NASBLA-approved UEPE course with a USPS Certificate of Completion, properly dated and signed by the designated USPS officer.
- G. Maintain a database of the names, addresses, and date of course completion of persons who have successfully completed a USPS NASBLA-approved public boating course in the State.
- H. Continue to provide, through the USPS administrative structure, a program of instructor training and certification for USPS members who teach public boating safety courses in North Carolina. Encourage USPS public boating safety course instructors to use all available means to stay current on State boating laws and regulations.
- I. Designate a principal USPS point of contact to work directly with the WRC in the execution of this boating safety education program.

II. The WRC shall have the following responsibilities:

- A. Provide to USPS pamphlets and other materials produced by WRC as availability permits for each student attending a USPS NASBLA-approved boating safety course. Boating safety pamphlets and materials furnished to USPS should be requested at least 45 days in advance and will be delivered through a mutually acceptable distribution plan.
- B. Provide to USPS up to ten (10) State-specific final examination questions on North Carolina boating laws and regulations.
- C. Provide to USPS for distribution to public boating course instructors periodic updates on changes in North Carolina boating laws and regulations.
- D. Post on the WRC website and include in other WRC-sponsored promotions of boating safety education a link to the USPS website where the public can find the date, time, and location and applicable contact names and phone numbers for USPS NASBLA-approved boating safety courses in North Carolina.
- E. Encourage local and regional marine law enforcement agencies within the State to cooperate with the USPS in promoting and conducting boating safety courses in their areas.
- F. Recognize the successful completion of a USPS NASBLA-approved boating safety course, when conducted in accordance with this MOU, as meeting North Carolina boating education requirements.

III. The Parties hereto shall have the following mutual responsibilities:

- A. Work together to support each other's boating safety mission.
- B. Cooperate in the promotion of USPS boating safety courses in the State of North Carolina, including the use, where appropriate, of North Carolina and/or USPS graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof.
- C. It is understood and agreed by the Parties that this MOU represents the complete agreement between the Parties. Any amendments to this MOU are subject to the written agreement of both Parties.
- D. This MOU shall be reviewed by the Parties every three (3) years in order to modify and/or update its content.
- E. This Memorandum of Understanding shall become effective on the date of its execution by both Parties and shall remain in effect until its termination by either Party upon a 30-day written notice.
- F. 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.

IN WITNESS WHEREOF the said Parties have herewith set their hands and seals as of the day and year first above written.

For the United States Power Squadrons:

C/C G. Leibel Johnson SA
Chief Commander

September 9, 2005
Date

For the North Carolina Wildlife Resources
Commission:

Richard B. Hamilton
Executive Director

October 24, 2005
Date