

**Memorandum of Understanding Regarding the
Aquatic Education Program
Between the Aquatic Resources Education Association and
Boy Scouts of America**

This Memorandum of Understanding ("MOU") is made between Boy Scouts of America ("BSA") and the Aquatic Resources Education Association ("AREA"), both of which are a 501c (3) charitable organization.

WHEREAS the mission of BSA is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Scout Law.

WHEREAS, the mission of AREA is dedicated to promoting, through sound educational practices, stewardship and responsible use of aquatic resources, fisheries and habitats to enhance the quality of life for current and future generations.

WHEREAS, AREA members include representatives of State, Federal, industry, fisheries and educational professionals involved in aquatic resource education programs. The national association promotes and encourages aquatic education for the purposes: 1) Increase aquatic resources education effectiveness; 2) Provide expertise regarding aquatic education issues, strategies and methodologies; 3) Provide an organized forum for discussion, deliberation, and resolution; 4) Support aquatic resource management programs; 5) Develop strategic plans for the future; 6) Provide organization and direction to AREA members; and 7) Serve as a liaison between agencies, industry and state aquatic resource education coordinators;

WHEREAS, BSA has developed and manages a program known as "BSA Official Angling Educator" to provide angling education to non-members;

WHEREAS, AREA and BSA wish to partner together to provide aquatic education curriculum and skills to BSA leaders and adult volunteers;

NOW, THEREFORE, AREA and BSA agree as follows:

1. **AREA's Obligations.** In consideration for BSA's agreement to provide its Angler Educator training to our BSA leaders and adult volunteers for scouts and non-scouts, AREA agrees as follows:
 - a. **AREA Logo.** AREA hereby authorizes BSA to use the AREA logo attached hereto as Attachment "A", and incorporated herein for all purposes. The use of the AREA logo shall be in association with the aquatic education and skills programs and/or events for the sole purpose of identifying AREA as a partner in the programs and/or events. BSA is not obligated to pay a royalty or fee for its use of the AREA logo.
 - b. **Equipment and Materials.** AREA and its members agrees to provide, where available and subject to the AREA member's internal organizational structure, the

use of aquatic education equipment and materials for aquatic activities offered as part of BSA's aquatic education and skills programs and/or events.

- i. Equipment shall be returned to the AREA representative in good operating condition, minus normal wear.
 - ii. Damaged or missing equipment shall be replaced in a timely manner at no cost to the AREA representative.
 - iii. BSA will not be liable to AREA for any damages or losses to AREA's equipment or materials that are caused by or result from the acts or omissions of a BSA local council or unit (including the Scouts and volunteers thereof).
 - c. Training. AREA and its members, where available, will provide to our BSA leaders and adult volunteers for our scout's instruction in the classroom and on the water or instructor training for Aquatic Education activities.
 - d. Curriculum. AREA and its members, where available, will provide, aquatic education and skills training curriculum to BSA for use in programming.
 - e. Professional Expertise. AREA and its members, will provide a list of possible instructors, resources and/or providers of aquatic education, where available, to BSA upon request.
 - f. Event Site. AREA and its members, where available, can support and assist in identifying and securing appropriate sites for aquatic educational or skills programs and/or events to be offered by BSA or BSA local councils.
2. **BSA's Obligations.** In consideration for the assistance provided to BSA by AREA in support of the aquatic education and skills programs and/or events to be held during the term of this MOU, BSA agrees to the following:
- a. BSA Logo. BSA hereby authorizes AREA and its members to use the BSA logo in accordance with the BSA Logo Use Agreement, attached hereto as Attachment "B", and incorporated herein for all purposes. The use of the BSA logo shall be in association with the aquatic education and skills programs and/or events for the sole purpose of identifying BSA as a partner in the programs and/or events;
 - b. Training. BSA will encourage BSA Angler Educators and adult leaders to participate in AREA aquatic education training programs, where available in their home state, to become familiar with their home state curriculum, equipment and supplies, natural resources and fishing regulations.
 - c. Curriculum. BSA will provide Angling Educator training for non-scout AREA members.

- d. Council and Districts. BSA will provide AREA with a list of council and district contacts.
- e. Reporting. BSA will encourage those offering the programs with the consistent and timely reporting of aquatic education programs and events to AREA representatives in their home state as required by the state's aquatic instructor certification process.

3. Name and Logo Use Requirements

Any publication, advertisement, or communication created by one party that contains the name or logo of the other party must be approved in advance of publication by the other party. Neither party may use, or authorize a third party to use, the other party's name or logo on or in connection with the sale of any tangible goods.

4. Term

This MOU is valid for three (3) year(s), commencing on the date of the last signature of this MOU and terminating three years thereafter, unless terminated earlier in accordance with the terms herein. This MOU may be extended on an annual basis upon mutual written consent by both parties.

5. Termination for Convenience AREA and Partner reserve the right to terminate this MOU at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice of intent to terminate. In the event of such a termination, each party shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination.

6. Controlling Law and Venue.

This MOU is made and shall be interpreted under the laws applicable in the State of Colorado.

7. Conflict Resolution.

BSA and AREA agree to work together in good faith to resolve all disputes arising from this MOU. If the parties are not able to resolve a dispute after 60 days of such good faith negotiation, then the parties agree to submit the dispute to mediation, to be conducted by a mutually-agreed mediator via telephone conference, unless the parties agree otherwise.

8. Assignment.

This MOU is not assignable without the prior written consent of the other party.

9. Notices.

Notices under this MOU are to be in writing and directed to the person executing this MOU for that Party.

10. Denial of Partnership.

The parties are independent entities and are not agents, partners, joint venture participants or otherwise responsible for the acts, omissions, or conduct of the other party.

11. Inability to Perform.

If BSA or AREA is unable to carry out its responsibilities under this MOU by reason of events outside the control of BSA or AREA, including, but not limited to, natural disaster, civil disturbance, acts of public enemies, acts of the Texas Legislature, or other government action, BSA and AREA will immediately initiate discussions regarding the impact of these events on the performance of obligations under this MOU. Notwithstanding any such discussions, these events shall constitute good cause for termination of this MOU. Either party may terminate this MOU, without penalty, if by subsequent law or rule, it is unable to carry out its duties and responsibilities under this MOU.

12. Indemnification

Each party (the "Indemnitor") shall DEFEND, INDEMNIFY and HOLD HARMLESS, the the other party, its officers and members, volunteers, agents and representatives, individually or collectively (the "Indemnitee", from and against any and all damages, losses, expenses (including but not limited to reasonable attorneys' fees), fees, fines, penalties, and causes of action arising from a third-party claim alleging , personal or bodily injury, death and property damage arising out of or resulting from (a) the negligent act or omissions of the Indemnitor or (b) any equipment or materials provided by the Indemnitor (including its officers, directors, employees, agents, and contractors). The Indemnitor's indemnification obligation shall not apply to the extent Indemnitee or a third party is at fault.

Aquatic Resources Education Association

Boy Scouts of America



By: Karen Marks
AREA President



By: Michael Surbaugh
Chief Scout Executive

Date: 5/8/17

Date: 6/1/17