

**Memorandum of Agreement Among
The United States Coast Guard Auxiliary, The Boy Scouts of America BSA,
and The Coast Guard Auxiliary Association, Inc.**

I. PARTIES. The Parties to this Agreement (hereinafter, "the Agreement") are the United States Coast Guard Auxiliary (hereinafter, "the Auxiliary"), the Boy Scouts of America, (hereinafter "the BSA"), and the Coast Guard Auxiliary Association, Inc., (hereinafter, "the Association").

II. AUTHORITY

- A. The Auxiliary is authorized to enter into this Agreement pursuant to Title 14 United States Code §§ 821-822 and the Auxiliary Manual, COMDTINST M16790.1 (series). Because this Agreement has service-wide implications, final approval by the U.S. Coast Guard Chief Director of Auxiliary is required.
- B. The BSA is authorized to enter into this Agreement pursuant to its Charter and Bylaws, and policy set by its National Executive Board.
- C. The Association is authorized to enter into this Agreement pursuant to its By-Laws, and policy set by its Board of Directors.

III. PURPOSES.

- A. To establish a cooperative relationship between the parties in order to enhance their common goals of promoting recreational boating safety throughout the United States;
- B. To extend and strengthen the ties between the two organizations;
- C. To afford Sea Scouts and other BSA members seamanship and other types of training opportunities provided by members of the Auxiliary aboard Auxiliary operational facilities, and at installations operated by the Auxiliary, the U.S. Coast Guard, and other agencies of the United States;
- D. To integrate Sea Scout youths and adults and Sea Scout Ships (units) into the Auxiliary's shore side and underway programs;
- E. To create a pathway for Sea Scouts and other BSA members who desire to promote recreational boating safety and assist the United States Coast Guard as authorized by the Commandant of the Coast Guard, to become members of the Auxiliary.

IV. RESPONSIBILITIES. Specific activities to be conducted under this Agreement will be defined jointly by the BSA and the Auxiliary with the concurrence of the Coast Guard when required.

A. The Auxiliary

- 1. The Auxiliary will collaborate with the BSA in the conduct of a broad range of domestic projects that support the recreational boating skills and safety of Sea Scouts, other members of the BSA, and the public, and will promote citizenship training and character development of Sea Scouts.
- 2. The Auxiliary will provide shore-side, and underway, training to Sea Scouts and other members of the BSA at installations and on operational facilities belonging to, or utilized

by, the Auxiliary or the Coast Guard in a manner consistent with all Coast Guard, Auxiliary, and BSA policies.

3. The Auxiliary will perform free vessel safety checks on recreational vessels owned or operated by the BSA, Sea Scouts, or other members of the BSA.
4. The Auxiliary will welcome all Sea Scouts and other members of the BSA to attend Auxiliary unit meetings as guests of the Auxiliary. Scouts under the age of 16 will be accompanied by a parent, guardian, or person in *loco parentis* consistent with BSA Youth Protection Training policies in accordance with paragraph IV. B. 10 below.
5. The Auxiliary will encourage flotillas to charter Sea Scout Ships. Auxiliary chartered Sea Scout Ships may also be organized into flotillas pursuant to Auxiliary and Coast Guard policies to enable the Sea Scouts participate fully in Auxiliary activities. Any Sea Scouts or Sea Scout leaders who wish to become members of the Coast Guard Auxiliary must meet all Coast Guard Auxiliary membership eligibility criteria required by law and regulation, including, without limitation, background checks, payment of dues, and completion of mandated training. Auxiliary membership will be available to any Sea Scout leader or Sea Scout who is at least 14 years of age.
6. To the extent possible, the Auxiliary will provide the Sea Scouts and other members of the BSA, with Coast Guard or Auxiliary recreational boating safety and other literature for distribution to Scouts or the public at recreational safe boating or BSA events.
7. The Auxiliary will make this Agreement known to its membership by posting it on the "RBS Outreach" Directorate section of the Auxiliary website and through news and feature articles and photos in its internal on-line publications and public media releases.
8. The Auxiliary will designate a representative to serve as the point of contact (POC) for this Agreement. The POC from each party will communicate with each other through written correspondence, meetings and other mechanisms regarding program activities, training, development and related work pertaining to cooperative activities pursued under this Agreement.
9. The Auxiliary agrees that for purposes of this Agreement, Personally Identifiable Information (PII) is defined as information that can be linked to a specific individual, including, without limitation, name, date of birth, home mailing address, telephone number, Social Security number, mother's maiden name, home e-mail address, ZIP code, account numbers, certificate/license numbers, vehicle identifiers (including license plates), Uniform Resource Locators, and Internet protocol addresses.
10. The Auxiliary will not provide the PII it collects from BSA members to any entity for any purpose. The Auxiliary will not add the names and addresses of BSA members who take Auxiliary training to the Auxiliary database for mailing of its literature or use that PII for any purpose other than to track which BSA members have completed the training. The Auxiliary agrees that BSA members are not required to apply for membership in the Auxiliary in order to complete Auxiliary training.
11. The Auxiliary will require that all members of the Auxiliary who may interact with individual members of the BSA under the age of 18 years complete and implement BSA Youth Protection Training prior to such interaction as may be required by Coast Guard and BSA policies. This requirement does not apply to public education or public affairs

activities that are provided to the general public. The Auxiliary will provide guidance to its members regarding registration procedures and record keeping.

12. The Auxiliary agrees that in accordance with Coast Guard policy and at no time will one Auxiliarist be alone with a member of the BSA under the age of 18 years.

B. The Boy Scouts of America

1. The BSA will encourage Sea Scout Ships to promote the numerous areas of seamanship, maritime, and other training and orientation programs consistent with Coast Guard and Auxiliary budgetary considerations.
2. The BSA will encourage unit leaders to initiate requests to their respective Auxiliary District Commodore or their designee for support such as classroom instruction and underway missions on Auxiliary facilities.
3. The BSA will encourage attendance and promote among its members training programs and other events to be presented by the Auxiliary or jointly. This includes, without limitation, the Auxiliary boating safety courses, "About Boating Safely," and "Boating Skills and Seamanship," or their replacement courses, which may be taken at regularly scheduled sessions offered to the public by local Auxiliary flotillas, or may be presented at BSA unit locations such as Sea Scout Ship meetings.
4. The BSA will encourage the development of Sea Scout Ships chartered to Auxiliary units pursuant to Auxiliary and Coast Guard policies. Any Sea Scouts or Sea Scout leaders who wish to become members of the Coast Guard Auxiliary must meet all Auxiliary membership eligibility criteria required by law and regulation, including, without limitation, background checks, payment of dues, and completion of any required training.
5. The BSA will publicize training programs and other events in which the Auxiliary participates, through news releases, feature articles and photos submitted to external media, internal periodicals published by the BSA, and training materials developed by the BSA for its membership. Such items shall emphasize the partnership between the Parties in achieving their mutual goals.
6. The BSA is solely responsible for its Youth Protection Training course and will use commercially reasonable efforts to safeguard all PII collected from Auxiliary members who open accounts and voluntarily take the course.
7. The BSA agrees that for purposes of this Agreement, PII is defined as information that can be linked to a specific individual, including, without limitation, name, date of birth, home mailing address, telephone number, Social Security number, mother's maiden name, home e-mail address, ZIP code, account numbers, certificate/license numbers, vehicle identifiers (including license plates), Uniform Resource Locators, and Internet protocol addresses.
8. The BSA will not provide the PII it collects from members of the Auxiliary to any entity for any purpose. The BSA will not add the names and addresses of Auxiliary members who take the Youth Protection Training course to the BSA database for mailing of its literature or use that PII for any purpose other than to track which Auxiliary members have completed the training. The BSA agrees that Auxiliary members are not required to apply for membership in the BSA in order to complete the Youth Protection Training course.

9. The BSA local council or unit adult leadership accompanying the Scouts to any operational activity aboard an Auxiliary surface, air, or radio facility, will ensure that a completed BSA *Activity Consent Form and Approval by Parents or Legal Guardian*, Form 680-673 (or equivalent) is collected from each non-Auxiliary participant under the age of 18 years, and turned over to the lead facility operator. The submission of said forms to the Auxiliary constitutes express consent by the Scout or Scouts' guardian(s) to the collection of PII. The PII may not be used by the Auxiliary for any other purpose.
10. The BSA will make this Agreement known to its membership by posting it on its websites with news items and feature articles with photos, and by including it in its printed and on-line publications, public media releases, training materials, and recreational boating safety literature.

C. The Association

1. The Association will accept as Associate Members all Sea Scouts and other members of the BSA who participate in activities in support of recreational safe boating pursuant to this Agreement. All Sea Scouts and Sea Scout leaders in good standing will be designated Coast Guard Auxiliary Association members. Sea Scouts and Sea Scout leaders not wishing to become Association members may request to opt out.
2. The Association will waive all annual dues payable to the Association for such members of the Sea Scouts and other members of the BSA who are designated as Coast Guard Auxiliary Association participate in activities in support of recreational safe boating pursuant to this Agreement.

V. REPORTING AND DOCUMENTATION. The Auxiliary and BSA will exchange annual reports through electronic or other means reporting on program activities each has conducted pursuant to this Agreement.

VI. POINTS OF CONTACT. The following individuals or their successors will be the points of contact for this Agreement and will endeavor to promptly address concerns that may arise on issues under this Agreement. The Parties agree that if there is a change in the information in this section, the Party making the change will notify the other Parties in writing of such change. Changes to this section do not require a formal amendment to this Agreement.

U.S. Coast Guard Auxiliary

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Boys Scouts of America

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 National Council
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Coast Guard Auxiliary Association, Inc.

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 President, Coast Guard Auxiliary Association, Inc.
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 Work Phone: (314) 962-8828

VII. MODIFICATION. This Agreement may not be modified except upon the mutual written consent of the Parties and approved on behalf of the U.S. Coast Guard.

VIII. EFFECTIVE DATE. The terms of this Agreement will become effective on the date it is signed by the final signatory and approved on behalf of the U.S. Coast Guard, whichever is later. This Agreement supersedes the Memorandum of Agreement between the Boy Scouts of America and the U.S. Coast Guard Auxiliary last executed on February 23, 2009.

IX. TERMINATION. The terms of this Agreement will remain in effect for five (5) years from the effective date and may be extended for additional five (5) year periods by mutual written agreement of the Parties. Any Party upon thirty (30) days written notice to the others may terminate this Agreement.

X. OTHER PROVISIONS.

- A. Unless mutually agreed to by the parent organization's officials having authority to obligate funds, neither the Auxiliary nor the BSA will charge costs stemming from its participation under this Agreement to the other organization or its parent organization
- B. Whenever adult and youth members of the BSA participate in missions aboard an Auxiliary facility (boat, aircraft, or radio), the fact that each Auxiliary and adult BSA member has completed a BSA Youth Protection Training course within the past two years shall be confirmed by the lead facility operator in accordance with the current standard operation procedure.
- C. The Parties acknowledge that all activities in furtherance of this endeavor must be in full compliance with applicable law and U.S. Coast Guard and Coast Guard Auxiliary regulations and policies. BSA agrees not to take any action involving or referencing the Auxiliary which is contrary to the same.
- D. Nothing in this Agreement is intended to conflict with current law, regulations, policies, or directives of the U.S. Coast Guard, Auxiliary or Department of Homeland Security. If any term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- E. BSA agrees not to use the U.S. Coast Guard or Auxiliary names, insignia, or logos without the express written consent of the U.S. Coast Guard or Auxiliary, or to make any reference to the U.S. Coast Guard or Auxiliary that is prohibited by law or regulation. The terms of this Agreement provide a limited license to the BSA for its use of the Coast Guard Auxiliary name or derivations thereof, insignias or logos in advising its members of the benefits of this Agreement.
- F. The Auxiliary agrees not to use the BSA's name, insignia, logos, or any other reference to the BSA without the BSA's prior written consent. The terms of this Agreement provide a limited license to the Auxiliary for its use the BSA name, insignia and/or logos in advising its members of the benefits of this Agreement.
- G. This Agreement constitutes the entire understanding between the Parties. The Parties represent and warrant that their signatories have authority to represent them.
- H. This Agreement does not create any right or benefit, substantive or procedural, enforceable at law or equity by any persons, whether or not a party to this Agreement, against the Auxiliary, the U.S. Coast Guard, Department of Homeland Security, the Boy Scouts of America, or their officers, employees, agents or contractors.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the date shown:

United States Coast Guard Auxiliary

By:  8/25/18
Richard A. Washburn Date
National Commodore

Boy Scouts of America, Inc.

By:  8/20/18
Patrick W. Sterrett Date
Assistant Chief Scout Executive, National Director of Field Service


By:  8/25/18
Charles D. Wurster Date
National Commodore, Sea Scouts BSA

Coast Guard Auxiliary Association, Inc.

By:  8/25/18
Vincent Pica Date
President

APPROVED

United States Coast Guard

By:  8/25/18
Scott L. Johnson Date
Captain, U.S. Coast Guard
Chief, Coast Guard Office of Auxiliary and Boating Safety (CG-BSX)