

MEMORANDUM OF AGREEMENT
Between the
BOY SCOUTS OF AMERICA
And the
U.S. COAST GUARD AUXILIARY

outlining the procedures to be followed by the Parties when sending letters of congratulation from the Auxiliary National Commodore to members of the Boy Scouts of America who have received the Eagle Scout Award or Sea Scout Quartermaster Award.

I. **PARTIES**

The parties to this Agreement are the United States Coast Guard Auxiliary (Auxiliary) and the Boy Scouts of America (BSA), collectively referred to herein as “Parties.”

II. **AUTHORITY**

The Auxiliary is authorized to enter into this Agreement under the provisions of 14 U.S.C. §§821-832 and the U.S. Coast Guard Auxiliary Manual, (COMDTINST M16790.1 (series)). The BSA is authorized to enter into this Agreement by its Corporate Articles of Incorporation and By-Laws, and by direction of its Board of Directors.

III. **PURPOSE**

The purpose of this Agreement is to provide the procedure to be followed by the Parties to facilitate sending letters of congratulation by the Auxiliary National Commodore (“NACO”) to members of the BSA who have received either the Eagle Scout or Quartermaster Award.

IV. **RESPONSIBILITIES**

A. Boy Scouts of America

1. The BSA, through designated requestor, shall notify the Auxiliary point of contact, in writing, (e-mail is acceptable), of the full name, troop number, and city and state of troop of each Scout who has received either award for whom a NACO letter of congratulation is requested.

2. No other personally identifiable information regarding the Scout, (e.g. age, or date of birth), shall be provided to the Auxiliary.

3. Upon receipt of the NACO’s letter of congratulation, requestor shall cause it to be delivered to the Scout at a time and place deemed appropriate by the BSA.

B. United States Coast Guard Auxiliary

1. Upon the Auxiliary point of contact's receipt of the Scout's name, a letter of congratulation shall be provided to the NACO for signature.
2. The NACO's letter of congratulation will be transmitted back to the requestor for delivery to the recipient.
3. No hard copies of letters or e-mails containing the names of the recipients shall be retained by the Auxiliary in any format.
4. After the NACO's letter of congratulation is written and transmitted to requestor, the name and zip code of the recipient and the date of the letter will be added by the Auxiliary point of contact to a secure, password protected, database and accessed only for the purpose of confirming that a letter of congratulation has been returned to the BSA or to provide a duplicate copy to the BSA or recipient upon written request (email is acceptable).

V. **AUXILIARY POINT OF CONTACT**

Mr. Stephan Reckie, BA-BLYB
14073 West 1st Drive
Golden, CO 80401-5263
Telephone: (617) 538-8641
E-Mail youthprograms@bdept.cgaux.org

VI. **OTHER PROVISIONS**

A. Participation in this cooperative endeavor is voluntary and does not constitute a binding contractual agreement. The Parties acknowledge that any activity in furtherance of this endeavor by the Auxiliary must be in full compliance with all applicable law and Coast Guard regulations and policies, including those enumerated in the U.S. Coast Guard Auxiliary Manual, (Commandant Instruction M16790.1 (series)), and the BSA agrees not to take any action involving or referencing the Auxiliary which is contrary to the same.

B. The BSA, on behalf of its members, agrees not to use the Auxiliary name, insignia, logo or other reference to the Auxiliary which in any way states or infers Auxiliary product endorsement, Auxiliary political or legislative position, or any other reference to the Auxiliary that is prohibited by law or regulation. If the BSA or any of its members have any questions regarding referencing the Auxiliary, they should contact the NACO through the Auxiliary point of contact for guidance and permission to use the Auxiliary name, insignia, logo or otherwise reference the Auxiliary.

C. This Agreement constitutes the entire understanding between the Parties. There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in the Agreement. The Parties represent and warrant that their signatories have the authority to represent them.

D. Nothing in this agreement is intended to conflict with current law, regulations, or directives of the Department of Homeland Security. If a 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.

VII. **EFFECTIVE DATE**

This Agreement will become effective on the date it is signed by both Parties.

VIII. **MODIFICATION**


This Agreement may be modified upon the mutual written consent of the Parties.

IX. **TERMINATION**

The terms of this Agreement, as modified with the consent of both Parties, will remain in effect for three (3) years from the effective date. The Agreement may be extended by mutual written agreement of the Parties. Either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement.

APPROVED BY:

United States Coast Guard Auxiliary

By: 
Commodore Thomas Mallison,
National Commodore

Date: 8/30/14

Boy Scouts of America

By: 
Wayne Brock
Chief Scout Executive

Date: 8-25-14