

**Memorandum of Agreement (MOA)**  
**Between the**  
**United States Coast Guard Auxiliary**  
**And**  
**Orion Safety Products, a/k/a Standard Fusee Corporation**

1. PARTIES. The Parties to this Agreement (hereinafter the "Agreement") are the United States Coast Guard Auxiliary, (hereinafter, the "Auxiliary") and Orion Safety Products, also known as Standard Fusee Corporation, (hereinafter, "Orion").

2. AUTHORITY. This Agreement is authorized under the following provisions:

- a. Title 14 United States Code §§821-822
- b. U.S. Coast Guard Auxiliary Manual, Commandant Instruction M16790.1 (series)

3. PURPOSE. The purpose of this Agreement is to set forth terms by which the Auxiliary and Orion will work together to promote Recreational Boating Safety throughout the United States. The Auxiliary and Orion will promote Recreational Boating Safety through the following:

- a. Voluntary vessel safety checks of recreational vessels by members of the Auxiliary.
- b. Education of the boating public in the safe operation of recreational vessels by members of the Auxiliary.
- c. Information contained in Orion's Safety Awareness Program.

4. RESPONSIBILITIES.

**I. Auxiliary.**

- a. Issue press releases and/or publish articles, as appropriate, in coordination with the U.S. Coast Guard's (hereinafter "USCG") Office of Public Affairs, in national Auxiliary publications/newsletters and on the Auxiliary national web site announcing this Agreement.
- b. Inform appropriate members of the Auxiliary involved in the recreational boating safety programs of this Agreement.
- c. Establish links from Auxiliary boating safety information web sites to Orion's Safety Awareness Program web sites to allow visitors to those sites easy access to the information.

- d. Create a link from the Auxiliary "Members Only" electronic portal to Orion's internal webpage established for the Safety Awareness Program, which ensures those linking to the Orion internal webpage are verified as current members of the Auxiliary, whereby members may:
  - 1) Take advantage of any rebates offered on Orion products purchased for their personal use when performing Auxiliary missions.
  - 2) Learn about any Orion product coupons for Auxiliary members performing Vessel Safety Checks to provide to public recreational boaters.
  - 3) Participate in the Orion Safety Awareness Program detailed in this Agreement.
- e. The Auxiliary shall sign, as the recipient of a Gratuitous Services Agreement. The Gratuitous Services Agreement shall be signed contemporaneously with this Agreement.

## II. Orion.

- a. Issue press releases and/or publish articles, as appropriate, in national Orion publications/newsletters and on the Orion web site announcing this Agreement.
- b. Provide literature and correspondence to Orion distribution customers announcing this Agreement.
- c. Provide Auxiliary approved boating safety material for use by members of the Auxiliary in the performance of their authorized missions.
- d. Make the Orion Safety Awareness Program available to Auxiliary members to increase their knowledge of emergency signaling products and their use.
- e. Orion shall not capture, acquire, or use any personally identifiable information (PII) of any Auxiliarist accessing Orion's internal webpage through the Auxiliary "Members Only" electronic portal for any purpose whatsoever without the express written consent of the member. For purposes of this Agreement, PII is defined as data that can be used to distinguish or trace a person's identity, or any other personal 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.

- f. Orion shall sign, as the provider of gratuitous services, a Gratuitous Services Agreement. The Gratuitous Services Agreement shall be signed contemporaneously with this Agreement.

5. REPORTING AND DOCUMENTATION. The Parties agree to submit a status report to each other at the end of each calendar year listing the efforts made by their respective institutions during the year pursuant to this Agreement.

6. POINTS OF CONTACT. The following individuals will be the points of contact for this Agreement:

**U.S. Coast Guard Auxiliary**

Manual A. Alfaro  
Branch Chief - BLS RBS Department  
1101 SW ND AVE #212  
Miami, FL 33184  
Phone: (786 ) 317-4448  
E-mail: mannyalfa@gmail.com

**Orion Safety Products a/k/a Standard Fusee Corp.**

Robert Defonte  
Vice President Sales/Marketing  
12 Windswept Road  
Holmdel, NJ 07733  
Phone: (732 ) 739-2686  
E-mail: rdefonte@aol.com

7. OTHER PROVISIONS.

- a. Participation in this cooperative endeavor is voluntary and does not constitute a binding contractual agreement. Orion and the Auxiliary acknowledge that any activities in furtherance of this endeavor by the Auxiliary must be in full compliance with all applicable law and the USCG regulations and policies, including those enumerated in the Coast Guard Auxiliary Manual, Commandant Instruction M16790.1 (series), and Orion agrees not to take any action involving or referencing the Auxiliary which is contrary to the same. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. It is agreed and understood by the Parties that by entering into this Agreement, neither the USCG nor the Auxiliary endorses Orion's, or any other entities', goods or services, including boating safety products, and no representations indicating or tending to indicate such endorsement shall be made by either Party. Orion agrees not to use the Auxiliary name, insignia, logo or other reference to the Auxiliary which in anyway 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.
- c. This Agreement constitutes the entire understanding between the Parties. There are no representations, warranties, agreements, arrangements, 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 authority to represent them.

d. This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity by persons who are not a party to this Agreement, against the Auxiliary, the USCG, Department of Homeland Security, or Orion, their officers or employees, or any other person.

8. EFFECTIVE DATE. The terms of this Agreement will become effective on the date it is signed by the final signatory.

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

10. TERMINATION. The terms of this Agreement, as modified with the written consent of both Parties will remain in effect for two (2) 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  
Thomas C. Mallison  
National Commodore

Orion Safety Products a/k/a Standard Fusee Corp.  
Robert DeFonte  
Vice President Sales/Marketing

**APPROVED**

Date: 2/14/13

**APPROVED**

Date: 1/15/13

United State Coast Guard  
David J. Rokes  
Captain, U.S. Coast Guard  
Chief, Office of Auxiliary and Boating Safety (CG-BSX)

**APPROVED**

Date: 16 May 2013