MEMORANDUM OF UNDERSTANDING
Between
THE ALLIANCE FOR SAFE NAVIGATION
And
THE UNITED STATES COAST GUARD AUXILIARY

1. PARTIES.
   The parties to this Agreement are the United States Coast Guard Auxiliary (Auxiliary) and the Alliance for Safe Navigation (the Alliance), collectively referred to herein as "Parties."
2. 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, Commandant Instruction M16790.1 (series).. The Alliance is authorized by its Founding Members to enter into this Agreement.
3. PURPOSE. The Parties seek to cooperate in a mutually beneficial endeavor to promote improved public awareness of safe waterway navigation.
4. RESPONSIBILIES.

Auxiliary.

To work with the Alliance to promote public awareness of safe boating navigation practices.

Alliance.

To work with the Auxiliary to promote public awareness of safe boating navigation practices.

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 organizations during the year pursuant to this mutual endeavor.
6. POINTS OF CONTACT.

For the Alliance:	For the Auxiliary:
David C DeGree	DNACO-O Mark Simoni
PO Box 27	1221 Cass St.
Silver Bay MN 55614	Saginaw, MI 48602-2337
ddegree@lakenet.com	mark@simonisystems.com
218-226-4084	989-239-4731

7. OTHER PROVISIONS. Participation in this cooperative endeavor is voluntary and does not constitute a binding contractual agreement. The Parties acknowledge that any activities 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),

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and the Alliance agrees not to take any action involving or referencing the Auxiliary which is contrary to the same.

The Alliance, on behalf of all of its members, 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. If the Alliance or any of its members have a question concerning referencing the Auxiliary, they should contact the Auxiliary National Commodore for guidance and permission to use the Auxiliary name, insignia, logo or otherwise reference the Auxiliary.

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 the authority to represent them.

Nothing in this agreement is intended to conflict with current law, regulation, or the 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.

8. EFFECTIVE DATE. This Agreement will become effective on the date it is signed by the Parties.
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 consent of the 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.
11. APPROVED BY:

United States Coast Guard Auxiliary — [DATE] 8/23/12
National Commodore, James E. Vass, Jr.

Alliance for Safe Navigation — [DATE] 9/9/12
David C DeGree, Founding Member

8/24/12