# MEMORANDUM OF AGREEMENT
# between the AMERICAN CANOE ASSOCIATION
# and the U.S. COAST GUARD AUXILIARY

This Memorandum of Agreement (MOA) is entered into by the American Canoe Association and the U.S. Coast Guard Auxiliary for the purpose of establishing a framework for a cooperative relationship under which the U.S. Coast Guard Auxiliary (Auxiliary) and the American Canoe Association (ACA) will assist one another in areas of mutual objectives.

This Agreement is authorized under the provisions of 14 United States Code, Section 821 through 832, the Code of Federal Regulations, Title 33, Part 5 and COMDTINST M 16790.1F (Auxiliary Manual) which establish promoting and improving recreational boating safety as a priority of the Coast Guard Auxiliary and authorize entering into agreements with States, local government and private entities to enhance boating safety. The American Canoe Association, Inc. is authorized by its National Bylaws to enter into to this agreement.

The Auxiliary and ACA share similar concerns and responsibilities for educating members in a wide variety of boating and nautical subjects. This agreement will encourage the agencies to communicate and to share information and training.

Specific activities to be conducted under this MOA will be defined on a case-by-case basis by the ACA and the Auxiliary. Each Party may collaborate in the conduct of a broad range of domestic projects that support recreational boating safety, including but not limited to Public Education Programs, Vessel Safety Checks, Water Safety Education Outreach, and Volunteer support.

1. A representative from each Party at the headquarters level may regularly provide each other updates through written correspondence, coordination meetings, and other mechanisms on program activities, training, development and related work pertaining to cooperative activities pursued under this MOA.

2. Any ACA local group may establish local, volunteer working relationships with the local Auxiliary to support training and to promote recreational boating and water safety. Any local Auxiliary group may establish local, volunteer working relationships with the local ACA group to support training and to promote recreational boating and water safety.

3. Nothing in this MOA shall be construed to require the ACA to use the Auxiliary or for the ACA to be responsible for conducting Auxiliary programs. Nothing in this MOA shall be construed to require the Auxiliary to use the ACA or for the Auxiliary to be responsible for conducting ACA programs.

4. Each Party will work cooperatively in the exchange of applicable data, information, and products.

5. Each Party will cooperate on joint outreach and educational activities that may involve other partners of either organization.

6. The activities conducted under this MOA may be documented and made available through appropriate journals, publications, and other established channels, consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that each Party is given an opportunity to review and concur with manuscripts prior to publication.

7. The Parties agree that sharing credit is mutually beneficial and will assure that appropriate citation and attribution is given for work performed under this MOA. Uses of a Party's logo or seal, however, will require advance approval by that Party.

8. AMENDMENT. This MOA may be modified or amended by mutual agreement of each Party in writing.

9. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or 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.

10. DURATION. This MOA may be terminated at any time by mutual written agreement of Parties or by either Party upon 90 days written notice to the other Party. Otherwise this MOA will remain in effect indefinitely.

The following individuals will be the points of contact for this Strategic Alliance:

**American Canoe Association**
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**U.S. Coast Guard Auxiliary**
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Participation in this alliance is voluntary and does not constitute a binding contractual commitment.

**American Canoe Association**

APPROVED

Wade Blackwood
Executive Director

1-29-2011
Date

**U.S. Coast Guard Auxiliary**

APPROVED

James E. Vass
National Commodore

1/29/2011
Date