

Memorandum of Understanding
Between the
U.S. Army Corps of Engineers and the
National Youth Marine Alliance

I. PURPOSE. This Memorandum of Understanding (MOU) establishes a framework by which the U.S. Army Corps of Engineers (Corps) and the National Youth Marine Alliance (NYMA) agree to seek opportunities to cooperate in activities to advance awareness of educational and recreational opportunities for youth that relate to water based activities.

II. RESPONSIBILITIES. Subject to the availability of funds and in accordance with the applicable federal laws, regulations and policy:

- A. The Corps and NYMA will regularly provide each other updates through written correspondence, coordination meetings, and other mechanisms, on program activities, youth development opportunities and related work pertaining to cooperative activities pursued under this MOU.
- B. Both parties will provide leadership and program oversight of the cooperative activities conducted under this MOU. Both parties will review overall program requirements and cooperative arrangements under this MOU at least annually. Both parties may establish work groups, and review and approve work plans and reports. As a provision of this MOU, the Corps may have a position on the Allied Organization Committee of the NYMA and may appoint a representative to occupy this position.
- C. Both parties may collaborate in the conduct of a broad range of activities and applications that support the engagement of our nation's youth in water based education and recreation.
- D. Both parties will work cooperatively in the exchange of information related to youth activities and opportunities.
- E. Both parties will cooperate on joint outreach and educational activities that may involve partners of either organization.

III. MUTUAL UNDERSTANDINGS. It is mutually agreed and understood by the parties that:

- A. This MOU defines the general terms upon which the Corps and NYMA will cooperate. Performance by either Party under the terms of this MOU is subject to the availability of appropriated funds and personal resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate

statutory authority. This MOU does not provide for such authority. Specifically, this MOU does not establish authority for noncompetitive award to NYMA of any contract or other agreement. Any contract or agreement for any services must fully comply with all applicable requirements for competition.

B. On a case-by-case basis, the Corps and NYMA will consider the merit of proposed activities to be conducted under this MOU by taking into account existing commitments, projected schedules, available funding, personal resources and other relevant factors.

C. This MOU is intended only to improve cooperation between the Corps and NYMA, and is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies, its officers or any person.

D. Nothing in this MOU shall be construed as affording NYMA any preferential treatment, exclusive rights or privileges.

E. The Corps and NYMA intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

F. This MOU in no way restricts the parties from participating with other public or private agencies, organizations and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.

G. The activities conducted under this MOU may be documented and made available through appropriate journals, publications or other established channels. Publications documenting cooperative efforts may be prepared by either Party or jointly, provided that both Parties are given the opportunity to review and concur with manuscripts prior to publication. In the event that such reports are copyrighted, each Party shall have a royalty free right under the copyright to reproduce, distribute and use such copyrighted work for their own purposes. The Parties may release their own work to the public. The Parties will consult with each other prior to any release that references the other Parties participation, and such releases shall be consistent with the other Parties' laws and practices.

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

I. This MOU may be modified or amended as necessary by mutual agreement of both Parties by a written amendment signed and dated by an authorized representative of each party.

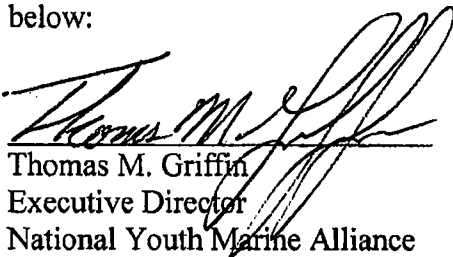
J. The MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party. Otherwise this MOU will remain in effect indefinitely.

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

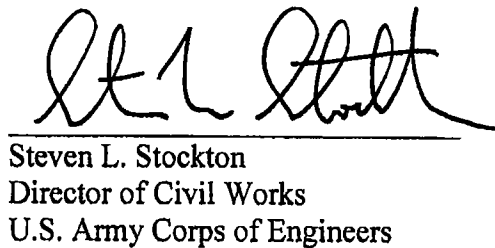
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V. EFFECTIVE DATE. The Parties have executed this MOU as of the last date indicated below:


Thomas M. Griffin
Executive Director
National Youth Marine Alliance

23 MAY 08
Date


Steven L. Stockton
Director of Civil Works
U.S. Army Corps of Engineers

14 MAY 08
Date