## MEMORANDUM OF UNDERSTANDING

### Between

## **Boy Scouts of America**

#### and

# General Commission on United Methodist Men of The United Methodist Church

This Memorandum of Understanding ("MOU"), dated as of the effective date below, is by and between the Boy Scouts of America ("BSA"), a District of Columbia nonprofit corporation, and the General Commission on United Methodist Men of the United Methodist Church ("GCUMM"), a nonprofit corporation established under the laws of the State of Tennessee, (collectively, the "Parties," or each, individually, a "Party").

WHEREAS, the mission of the BSA is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law;

WHEREAS, the GCUUM is an independent, nonprofit corporation, having primary oversight for the coordination and resourcing of men's ministry with The United Methodist Church in connection with Scouting activities and affiliations with Scouting Organizations, and seeks to encourage and further the values, tenets and principles of both Scouting and those of the United Methodist Church;

WHEREAS, GCUMM wishes to encourage membership in and affiliation with BSA by members of the United Methodist Church, and the BSA desires to recognize GCUMM in accordance with Article IX of the Rules and Regulations of the BSA and pursuant to this written MOU.

NOW, THEREFORE, BE IT RESOLVED THAT the Parties enter into this MOU to memorialize the terms under which they will support each other while recognizing they are separate and independent of each other and nothing herein shall be interpreted as creating a legal relationship between the Parties.

- 1. The BSA hereby authorizes and recognizes the GCUMM as an "affinity group" as such term is used in Section IX of the BSA's Rules and Regulations.
- 2. The BSA and the GCUMM will work cooperatively, within the policies and regulations of each Party, to encourage their members to be involved in Scouting, to live the Scout Oath and Law, to support character development, citizenship training, personal fitness, leadership, and learning their Duty to God, and applying such principles in their lives, in order to assist them to achieve their highest potentials.

- 3. The GCUMM will serve with specific support and attention to the aspects of the Scout Oath and the Law which are embodied in the commitment to Duty to God and reverence. All work will adhere to the Declaration of Religious Principle giving definite attention to religious life. The GCUMM will work ecumenically and cooperate with faith organizations to encourage youth and adults to find support and growth in their faith practice. Support for services at activities and events will be provided as possible in coordination with BSA.
- 4. Each Party shall include a clear statement in any public communications referring to the other or utilizing the brand of the other to the extent authorized by this MOU, that it is an independent organization and with no legal affiliation with the other Party. A representative of the GCUMM may be designated to participate in ad hoc affinity groups or committees of the BSA, the same as other similarly purposed affinity groups.
- 5. As a BSA "affinity group", the BSA may authorize the GCUMM to use the seal, emblems, badges, descriptive marks, words, or phrases associated with or referring to the BSA ("BSA Marks") as the BSA deems necessary or appropriate. If the GCUMM references the BSA or uses its brands, the GCUMM agrees to comply with the BSA's guidelines and specifications, including, including but not limited to, those set forth in the BSA Brand Guidelines document regarding the style, appearance, and usage of any BSA Marks. The GCUMM acknowledges that the BSA owns and will retain all right, title, and interest in and to all BSA Marks and other BSA intellectual property. Any use by the GCUMM of BSA Marks shall be approved in advance by the BSA and used solely for and in support of the purposes of this MOU.
- 6. The GCUMM recognizes it is not a Scouting Organization and as such it cannot host Scouting activities in the name of the BSA or solicit BSA youth members to become members of, or to pay dues or make contributions to, or otherwise participate in the GCUMM.
- 6. The GCUMM is encouraged to partner with the BSA or with BSA local councils in order to support official Scouting activities. The GCUMM shall be entitled to participate in certain activities, such as a Jamboree, the same as similarly purposed affinity groups.
- 7. Any fundraising performed by the GCUMM that references the BSA must clearly state that the BSA and the GCUMM are independent and that funds raised by the GCUMM are not contributions to the BSA. The GCUMM may not interfere or compete with the BSA, its chartered local councils, subsidiaries, affiliates, or other related entities, and any third party. Competition as used herein includes, but is not limited to, offering youth programs or activities, soliciting funds or offering memberships which could be reasonably be construed as being affiliated or connected to the BSA.

- 8. The BSA recognizes that the GCUMM is a nonprofit corporation that is independent from the BSA. As such, the BSA recognizes that the GCUMM may develop and sponsor religious awards for the BSA's youth members and adult leaders consistent with the BSA's Rules and Regulations. Any such award sponsored by the GCUMM must be approved in advance by the BSA and comply with all BSA policies and public laws protecting the brand and intellectual property of the BSA, including, but not limited to, the BSA's Guide to Awards and Insignia.
- 9. The Parties acknowledge that this MOU is intended to provide the parameters by which the Parties will cooperate and promote their mutual interests. The Parties will work collaboratively and in accordance with the Scout Oath and Law to promote the Scouting movement.
- 10. Each Party hereby designates the following respective representative to serve as liaison between them and to resolve any questions or disputes:

BSA Representative:

Wendy Kurten

Director, Council Services 1325 West Walnut Hill Lane

P.O. Box 152079 Irving, TX 75015-2079

972-580-2268

wendy.kurten@scouting.org

GCUMM Representative:

Steven Scheid

Director, Center for Scouting Ministries

1000 17<sup>th</sup> Ave South Nashville, TN 37212

615-620-7261

SScheid@GCUMM.org

Either Party may change its respective representative by sending written notice to the other Party at its corporate address below.

- 11. Nothing in this MOU shall require either Party to expend or commit resources, engage in any activity, provide any specific support, or otherwise support the other Party, except as stated specifically herein or any written and executed addendum hereto.
- 12. This MOU is effective when executed by the last Party's signature entered below and may be terminated by either party on 30 days' written notice.

[signatures on following page]

**Boy Scouts of America** 

Name: Roger Mosby

Title: Chief Scout Executive

Date:

General Commission on United Methodist Men of the United Methodist Church

Name: Greg Arnold

Title: General Secretary and CEO

Date: 7-1-2022