



**Memorandum of Understanding between  
Boy Scouts of America and American Gold Star Mothers, Inc.**

This Memorandum of Understanding ("MOU") is entered into between the Boy Scouts of America, a Congressionally-chartered non-profit organization with its headquarters at 1325 W. Walnut Hill Lane, Irving, Texas 75038 ("BSA"), and American Gold Star Mothers, Inc., a non-profit organization with its headquarters at 2128 Leroy Place, NW, Washington, DC 20008 ("AGSM") (collectively, the "Parties"). This Agreement will be effective as of the last date executed by the Parties.

WHEREAS, the BSA is one of the nation's largest and most prominent character and leadership youth development organizations. The BSA prepares youth in America to become responsible participating citizens and leaders who are guided by the Scout Oath and Scout Law.

WHEREAS, the BSA is an active participant in the global World Scout Committee's Messengers of Peace initiative, designed to inspire millions of young men and women to work toward peace in more than 220 countries and territories.

WHEREAS, the Messengers of Peace initiative is designed to promote and recognize service projects that contribute to world peace.

WHEREAS, AGSM strives to keep the memory of their sons and daughters alive by working to help veterans and members of the armed forces, as well as their families and communities by supporting wounded warriors, honoring the memory of the fallen, teaching lessons on patriotism, and inspiring respect for country.

NOW, THEREFORE, in light of their shared values and common interest in promoting service to our country, BSA and AGSM hereby agree as follows:

1. BSA and AGSM will work together to encourage BSA members to provide service to groups that help veterans and their families.
2. AGSM local chapters will work with BSA local councils to provide BSA members with opportunities to participate in community service projects benefiting Gold Star Mothers, wounded warriors, and veterans, as well as their families and communities.
3. BSA will encourage BSA local councils to provide service to veterans, members of the armed forces and their families in partnership with their local AGSM chapter.
4. BSA and AGSM will each designate an individual as its primary contact for the AGSM - BSA relationship contemplated under this MOU and to serve as each party's liaison with the other party. BSA's contact will be the BSA International Department. AGSM's contact will be Cindy Kruger, National President.
5. Neither Party hereto will be liable to the other Party for any claim, loss or damages sustained as a result of their activities under this agreement.

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6. This Agreement establishes the framework for cooperation between BSA and AGSM. With the exception of paragraph 5 above, this Agreement is not intended to create any binding contractual obligations between the parties.
7. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.
8. This MOU takes effect upon the signatures of the Parties and remains in effect until terminated in accordance with the terms herein. Either Party may terminate this MOU at any time for any reason upon written notice to the other Party.
9. Use of Marks.
  - a. Each Party hereby grants to the other Party a non-exclusive, non-transferable license to use its name and certain logos and other trademarks (collectively, "Marks") for the sole purpose of promoting the relationship between the Parties; provided, each such use of a Party's Marks must be approved in writing in advance of such use and must be used in places and in a manner consistent with such Party's brand standards. For the purposes of this Agreement only approvals obtained from the specific contacts identified in Section 4 and in accordance with this paragraph will be valid.
  - b. Notwithstanding any other term in this Agreement, neither Party shall have the right to imprint the Marks of the other or any other design that is confusingly similar thereto on any goods (including the cartons and packaging thereof), whether such goods are distributed for free or at a nominal charge for promotional purposes ("Premiums"), for retail sale to consumers, for wholesale sales to retailers, for fundraising purposes, or in combination with other products or services. Furthermore, Neither Party may conduct sales promotions, including promotions involving products that bear any Marks, which represent to the public, whether directly or indirectly, that benefit them from sales of such products (*e.g.*, a sales promotion whereby a party represents that a portion of the proceeds from the sales of its products will go to support the other organization).
  - c. If a Party desires to purchase and/or distribute goods which bear any of the Marks of the other, then they shall do so in accordance with the established guidelines of the other, including pre-approval of design, vendor and intellectual property protection requirements.
10. This MOU does not constitute and will not be construed as (a) authorization for the use of a Party's Marks except as specifically permitted by this Agreement; (b) a purchase order for goods or services; or (c) an agreement or promise by either Party to provide goods or services, pay any money, or participate in any programs or events offered by the other Party. Specific projects or activities that involve the transfer of money, services, goods or other property (including licenses to intellectual property) between the Parties to this MOU will require execution of separate agreements or contracts, subject to appropriate statutes, regulations, and policies.

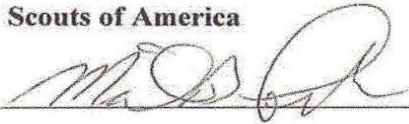
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11. This Agreement is governed by and will be construed in accordance with the laws of State of Texas without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed and delivered this Memorandum of Understanding on the date shown below, to be effective as of the last date shown below.

**Boy Scouts of America**

**American Gold Star Mothers, Inc.**

By: 

By: \_\_\_\_\_

Print Name: Michael B. Surbaugh  
Title: Chief Scout Executive  
Date:

Print Name: Cindy Kruger  
Title: National President  
Date: