

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
AMERICAN RADIO RELAY LEAGUE INC**

This MEMORANDUM OF UNDERSTANDING is between the United States Power Squadrons[®], a non-profit corporation under the laws of the State of North Carolina and qualified as tax exempt under section 501(c)(3) of the Internal Revenue Code of the United States (hereinafter "USPS") and the American Radio Relay League Inc, an incorporated association without capital stock under the laws of the State of Connecticut and qualified as tax exempt under section 501(c)(3) of the Internal Revenue Code of the United States (hereinafter "ARRL").

WITNESSED THAT:

WHEREAS, ARRL was established in 1914 as a noncommercial association of radio amateurs organized for the promotion of interest in amateur radio communication and experimentation, for the establishment of networks to provide communication in the event of disasters or other emergencies, for the advancement of the radio art and of the public welfare, and for the maintenance of fraternalism and a high standard of conduct, and for more than ninety years has provided our nation with public service and technical development in the art and science of radio communications, and

WHEREAS USPS has been actively engaged in the education of its members in a wide variety of boating and nautical subjects since its establishment in 1914, has initiated emergency training of the general public in matters of seamanship, boat-handling, and navigation during World Wars I and II; and for more than ninety years has provided our nation with basic and safe boating instruction including the proper use of marine radio communications, made locally available on a continuing basis through its public course development and teaching; USPS is organized into 33 districts and approximately 430 squadrons; the squadron being the local unit of USPS, and

WHEREAS ARRL publishes a monthly magazine for its members and maintains an extensive library of technical and informative educational publications, and

WHEREAS USPS also publishes a monthly periodical for its members and also publishes and maintains an extensive library of technical and informative educational publications, and

WHEREAS the goal of the USPS — ARRL Memorandum of Understanding is to create a mutually beneficial program that would enhance the membership of each organization; maximize cooperative education programs, including publications and technical courses; develop products, thus serving both the recreational boater and the amateur radio enthusiast; develop programs that can serve the interest of both organizations, and provide a basis for sharing technical expertise and knowledge of the respective disciplines.

NOW, THEREFORE, the parties hereto agree as follows:

1. USPS and ARRL will assist each other in marketing, developing and promoting educational materials that are specific to the dual interests of the recreational boater and the amateur radio enthusiast. These materials will consist of publications, courses, and other educational products as may be mutually agreed upon.
2. USPS and ARRL will collaborate in the development and distribution of promotional and media release materials utilizing print and electronic media.
3. Each organization will establish procedures so that their marketing and public relations personnel can work together to achieve maximum public exposure for national and international promotions, events, and projects.
4. ARRL and USPS will cooperate in identifying publications and products that can be carried by the other's on-line store.
5. ARRL and USPS will collaborate in the development of products to serve Boaters who are also Amateur Radio enthusiasts.
6. USPS and ARRL will pursue opportunities for cross-advertising in each other's monthly periodical to include membership recruitment, information on publications, educational courses, training, and products of interest that are carried in their respective on-line stores.
7. USPS and ARRL will jointly pursue a program to emphasize the benefits of amateur radio aboard recreational vessels.
8. USPS and ARRL will jointly pursue, an emergency service program designed to benefit local communities in times of disaster and emergency needs and establish a structure to maximize and promote the benefits of a joint USPS and ARRL Amateur Radio emergency Service working relationship.
9. ARRL and USPS will consider sponsorship of a USPS Amateur Radio Contest. ARRL will assist USPS in designing and promoting such contest.
10. ARRL and USPS will assist each other in obtaining suitable accommodations at their respective annual conventions where information concerning the organizations may be displayed.

11. ARRL and USPS will jointly develop informational programs concerning their activities in order to improve the attractiveness of both organizations to youth and young adults.

12. ARRL will assist USPS districts and squadrons by providing a list of speakers that may be called upon to provide information about amateur radio at district and squadron meetings.

General Provisions:

A. The parties shall maintain open communication, cooperation, and support in furtherance of their mutual goals and objectives.

B. This Memorandum of Understanding may be amended only with the written consent of all parties.

C. Termination. Either party to this Memorandum of Understanding may obtain termination of this Memorandum of Understanding by providing notice to the other party of its intent to terminate. Such notice shall be in writing and be effective upon receipt of the written notice or four days after the date of the notice, whichever shall first occur.

Effect of Termination. Upon the Termination Date specified each party to this Memorandum of Understanding shall have no further rights or obligations hereunder, except for any unpaid amounts or incomplete performance pending as of the Termination Date, which shall be promptly paid or performed; and further except for any indemnity, insurance or liability limiting provisions, all of which shall remain in full force and effect notwithstanding termination of this Memorandum of Understanding.

D. The terms of this agreement are personal to each party, and neither party may assign or delegate its rights or obligations hereunder without the written consent of the other party.

E. The parties assume joint responsibility for the form and composition of this Memorandum of Understanding and no provision of this agreement shall be construed presumptively for or against either of the parties.

Original signed as follows (original on file at USPS HQ, Raleigh, NC):

FOR AMERICAN RADIO RELAY LEAGUE:

David Sumner, Chief Executive Officer Date: May 6, 2005

FOR THE UNITED STATES POWER SQUADRONS:

G. Leslie Johnson, SN, Chief Commander Date: June 3, 2005