



MEMORANDUM OF UNDERSTANDING
Between
the Boy Scouts of America
and
National Catholic Committee on Scouting

This Memorandum of Understanding (“MOU”), dated as of April 24, 2022, is by and between the Boy Scouts of America (“BSA”), a District of Columbia nonprofit corporation, and National Catholic Committee on Scouting (NCCS), a nonprofit corporation established under the laws of the State of New Mexico.

WHEREAS, the mission of the Boy Scouts of America 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, National Catholic Committee on Scouting is an independent, [nonprofit corporation, association of individuals, etc.], who are members of or have an interest in connection with Scouting activities and affiliations with Scouting Organizations, and who seek to encourage and further the values, tenets and principles of the both Scouting within the Affinity Organization;

WHEREAS, although it may not be officially recognized or authorized by the National Catholic Committee on Scouting, wishes to encourage membership in and affiliation with Scouting organizations by members the NCCS, and the BSA desires to recognize Affinity Group in accordance with Article IX of the Rules and Regulations of the Boy Scouts of America 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 and NCCS will work cooperatively, within the policies and regulations of each organization, 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 potential.

2. The Parties 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 they are independent organization and with no legal affiliation with the other organization. A representative of the NCCS may be designated to participate in ad hoc affinity groups or committees of the BSA the same as other similarly purposed affinity groups.

3. If the NCCS references the BSA or uses its Brands, NCCS agrees to comply with the BSA's guidelines and specifications, including the Boy Scouts of America Brand Guidelines, regarding the style, appearance, and usage of any Licensed Marks. NCCS acknowledges that the BSA owns and will retain all right, title, and interest in and to all Licensed Intellectual Property. Any use by NCCS of the Licensed Marks of the BSA as authorized by this MOU shall be approved in advance by the BSA and used solely for in support of the purposes of this MOU.

4. NCCS 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, make contributions or otherwise participate in the NCCS. NCCS will not be insured or indemnified by the BSA for its activities. Provided, however, registered adult volunteer leaders acting within the scope of their Scouting position shall be entitled to the benefits and protections provided to other such leaders.

5. NCCS is encouraged to partner with the BSA or with BSA local councils in order to support official Scouting activities. NCCS shall be entitled to participate in certain activities, such as a Jamboree, the same as other affinity groups.

6. Any fundraising performed by NCCS that references the BSA must clearly state that the BSA and NCCS are independent and that funds raised by NCCS are not contributions to the BSA. NCCS may not interfere or compete with the Boy Scouts of America, 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.

7. The BSA recognizes that NCCS is a nonprofit corporation that is independent from the Organization. As such, the BSA recognizes that NCCS 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 NCCS must be approved in advance by the BSA and comply with all the laws protecting the brand and intellectual property of the National Catholic Committee on Scouting. NCCS will defend and indemnify the BSA against any claims asserted by the National Catholic Committee on Scouting for trademark infringement.

8. 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. The Parties will designate a representative to serve as liaison between them and to resolve any questions or disputes. 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 to this MOU.

This MOU is effective when executed by the Parties and may be terminated either party on 30 days' notice.

Boy Scouts of America

By 

Name: Roger C Mosby

Title: Chief Scout Executive

Date: April 24, 2022

National Catholic Committee on Scouting

By 

Name: John Anthony

Title: National Chair

Date: April 24, 2022

National Catholic Committee on Scouting

By 

Name: Rev. Gerard Gentleman

Title: National Chaplain

Date: April 24, 2022