



**Memorandum of Understanding
Between
Foundation for a Drug-Free World
And
The Boy Scouts of America**

This non-exclusive Memorandum of Understanding (“MOU”) is entered into between Boy Scouts of America, a non-profit organization chartered by the U.S. Congress with its headquarters at 1325 W. Walnut Hill Lane, Irving, Texas 75038 (“BSA”), and Foundation for a Drug-Free World, a non-profit organization with its headquarters at 1626 N. Wilcox Ave., Suite 1297, Los Angeles, California 90028 (“FDFW”).

WHEREAS the BSA provides the nation’s foremost youth program of character development and values-based leadership training.

WHEREAS the BSA is composed of nearly 2.5 million youth members between the ages of 7 and 21 and approximately 960,000 volunteers in local councils throughout the United States and its territories.

WHEREAS the BSA’s mission 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 Scout Law.

WHEREAS one of the requirements for a BSA member to achieve Second Class rank in the Boy Scouting program is to participate in a program on the dangers of using drugs, alcohol and tobacco and other practices that could be harmful to one’s health, discuss one’s participation with his family, and explain the dangers of substance addiction (“Drug Prevention Requirement”).

WHEREAS FDFW is a nonprofit public benefit corporation that empowers youth and adults with factual information about drugs so they can make informed decisions and live drug-free.

WHEREAS FDFW, through a worldwide network of volunteers, has distributed 50 million drug prevention booklets, hosted tens of thousands of drug awareness events in some 180 countries, and broadcast “Truth About Drugs” public service announcements on more than 500 television stations.

NOW, THEREFORE,


1. BSA recognizes that the drug prevention booklets and other materials distributed by FDFW may be used by Boy Scouts to fulfill their Second Class rank Drug Prevention Requirement. FDFW may acknowledge that fact on its website (www.drugfreeworld.org); provided, it shall not indicate or suggest that FDFW is the exclusive provider of drug abuse prevention materials (*e.g.*, FDFW cannot claim that its materials are the only drug abuse prevention materials Boy Scouts may use in furtherance of their Second Class requirements) or that BSA sponsors or endorses FDFW or its products and services.

2. If BSA suffers any damages or is subject to any claims arising from the content of the materials distributed by FDFW, including but not limited to claims of copyright infringement and rights of publicity violations, then FDFW will indemnify and defend BSA, its officers, directors, employees, agents, contractors, and local councils, against any and all such damages and claims.
3. The sole purpose of this MOU is to acknowledge that Boy Scouts may use materials produced by FDFW in furtherance of their Second Class rank requirements. Either party may terminate this MOU at any time for any reason upon written notice to the other party. This MOU does not constitute and will not be construed as:
 - (a) authorization for the use of one party's logos, insignia, emblems, or other trademarks by the other party for any purpose, including without limitation on or in connection with any merchandise or tangible goods;
 - (b) a purchase order for goods or services;
 - (c) an agreement by either party to pay money to the other party (excepting payments arising under FDFW's indemnification obligation under paragraph 2); or
 - (d) an agreement, promise, or commitment by either party to provide goods or services to or participate in any programs or events offered by the other party.

Any of the foregoing arrangements will be subject to one or more separate written agreement(s) between the parties, and neither party will be obligated to enter into any such agreement(s).


4. This MOU will be treated as confidential by the parties. Neither the MOU itself nor the terms herein (excepting the acknowledgement permitted under Section 1) may be released, divulged, disseminated or published without both parties' prior written consent. Any material provided to one party by the other which is not otherwise in the public domain, including but not limited to member and customer information, will be treated as confidential and protected from accidental or inadvertent disclosure by the other party.
5. This MOU 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.



Judith K. Shervell
Trustee
Foundation for a Drug-Free World

Date: 4 May 2015



Wayne Brock
Chief Scout Executive
Boy Scouts of America

Date: 5-1-15