



## **Memorandum of Understanding**

### **BACKGROUND:**

The American Heart Association (AHA) and Boy Scouts of America (BSA) share common priorities and interest in improving the health and lives of America's children and youth.

Childhood obesity rates are at an all-time high: today nearly 1 in 3 kids and teens in the United States are obese or overweight. By joining forces to develop health-focused lesson plans and resources for BSA summer camp programming the AHA can help to instill a foundation of health by providing education on nutrition and heart/brain health while encouraging physical activity.

### **DESCRIPTIONS OF THE ORGANIZATIONS AND AREAS OF EXPERTISE:**

The American Heart Association is a not-for-profit organization with a mission of building healthier lives, free from cardiovascular diseases and stroke. The AHA has a nearly 40-year history as a leader in the field of nutrition, physical activity and obesity prevention; AHA is a trusted resource in communities, with healthcare professionals, among policy makers and with the general public. AHA is an expert in content development for children's focused educational materials, as demonstrated through the programmatic material for its kids programs, including Jump Rope for Heart, Hoops for Heart, Teaching Gardens and Healthy Way to Grow, among others.

The Boy Scouts of America provides the nation's foremost youth program of character development and values-based leadership training, which helps young people be "Prepared. For Life.®" The Scouting organization is composed of nearly 2.3 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. 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 Scout Law.

SCOUTStrong® is a BSA healthy living initiative that integrates active lifestyles, healthy eating, and emotional fitness into everything that the BSA does through alliances, campaigns, and updated programs.

### **PURPOSE AND ACTIVITIES:**

The American Heart Association and Boy Scouts of America are teaming up to bring health-related messaging and educational activities to the BSA's Cub Scout Day Camp programming.

Cub Scout Day Camps provide fun and adventurous outdoor activities. Delivered under the supervision of trained leadership, the Cub Scout Day Camps usually take place during the daytime, from 9 or 9:30 a.m. to 3:30 or 4 p.m., but occasionally occurs during the twilight hours of 5 to 8:30 or 9 p.m. Cub Scouting themes are of focus for each daily program.

Each year, the BSA has around 2,100 Cub Scout Day Camps nationwide attended by approximately 430K youth.

The AHA will develop 5-6 turnkey lesson plans and activities from their existing content that can be used for the day camp participants. The lesson plans will cover topics including nutrition, physical activity, heart and brain health. These lesson plans / activities will be supplemental to the existing Cub Scout Day Camps themes and their use will be completely optional.

The lesson plans will be hosted on the SCOUTStrong home page, located at:

[www.scouting.org/SCOUTStrong](http://www.scouting.org/SCOUTStrong)

AHA represents and warrants that the content provided to BSA under this MOU does not and will not infringe upon the trademark, copyright, trade secret, publicity, or other intellectual property rights of any third party.

#### **EVALUATION OF RELATIONSHIP**

**Cub Scout Day Camps are delivered by BSA local councils. Each BSA local council is a self-governing, independently-operated entity that will independently elect whether or not to use the AHA supplied materials. The BSA does not and will not control or influence those decisions. BSA makes no representation or warranty as to the number of local councils, if any, that might choose to use the AHA supplied materials.**

The American Heart Association and Boy Scouts of America will jointly evaluate the effectiveness of this relationship at the end of each year based on mutually agreed upon material in order to establish its future direction for future Cub Scout Day Camp programming, programming for additional BSA programs or additional collaborative projects.

#### **COMMUNICATIONS**

Any materials or messaging, including media announcements and press releases, created by AHA or Boy Scouts of America that refer to the other party or its programs or materials, must receive prior written approval by the other party. Neither party may display the trademarks or logos of the other party, or copy or distribute copyrighted works of the other party, without specific prior written approval to do so.

#### **OWNERSHIP OF MATERIALS**

The American Heart Association and Boy Scouts of America will co-brand the day camp's agenda with each party's name and logo, subject to both the AHA's and BSA's Branding

Guidelines and any other requirements established by AHA, Boy Scouts, and/or the relevant local council. The AHA will have final approval on the graphic design and all content used in the curriculum.

Each party acknowledges and agrees that the other party owns the copyright in all copyrightable works it provides or creates prior to this MOU. Neither party may use, reproduce or distribute the other party's pre-existing materials without such party's prior written consent. Any modification of the other party's pre-existing materials requires written consent from the other party prior to use, reproduction or distribution.

AHA will have ownership of the materials developed and repurposed for use at the BSA's Cub Scout Day Camps, except those portions of the materials, if any, that were contributed by BSA (or its licensors).

## **TRADEMARKS**

Boy Scouts of America acknowledges the AHA's ownership of the American Heart Association name, heart-and-torch logo and slogan "Life is Why" ("AHA Servicemarks"). This MOU shall not be construed to grant Boy Scouts of America any license to use the AHA Servicemarks except in reference to Boy Scouts of America's work with AHA described in this MOU, and only in such form and manner as may be approved in advance and in writing by the AHA for each use. The AHA hereby grants Boy Scouts of America a limited, non-exclusive, non-transferable, royalty-free license to display the AHA Servicemarks, which are set forth below, in accordance with the terms and conditions of this MOU, including the required attribution set out below, and then only upon the prior, written approval of the AHA for each such use. Use of the AHA Servicemarks in any fashion other than that expressly set out in this MOU is expressly prohibited. No title to, or ownership of, the AHA Servicemarks, or any part thereof, is transferred to Boy Scouts of America. Boy Scouts of America agrees that all uses of the AHA Servicemarks shall inure to the benefit of the AHA. The AHA reserves the right to update or change the AHA Servicemarks at any time.

All materials that reference Boy Scouts of America's support or endorsement of AHA, or which display the American Heart Association name or AHA Servicemarks, must be reviewed and approved in writing by the AHA during development and production and before printing and/or production and distribution. Any and all uses of the AHA Servicemarks must conform to the AHA's Branding Guidelines, as they may be amended from time to time, AHA's policies, and any other requirements established by the AHA. Upon termination or expiration of the MOU, Boy Scouts of America shall cease any and all use of the AHA Servicemarks, except as such permission has been granted in a written agreement signed by both parties.

The American Heart Association shall not produce, distribute, or print any marketing materials or other articles that reference Boy Scouts of America or display any BSA Marks, whether such materials are in print, broadcast or electronic format (including but not limited to commercial e-mail messages, Internet websites, Facebook posts, blog entries, and "tweets"), without BSA's prior written authorization. BSA has the right, in its sole discretion, to approve or disapprove any

such marketing materials. BSA may disapprove any marketing materials that, in BSA's opinion, reflect unfavorably upon BSA, any of its local councils, and/or any of BSA's programs. Previously-approved marketing materials that undergo a material modification must not be distributed without BSA's written re-authorization. Under no circumstances will a verbal approval of marketing material valid.

Boy Scouts of America hereby grants AHA a limited, non-exclusive, non-transferable, royalty-free license to display the Boy Scouts of America Servicemark, which is set out below, to acknowledge Boy Scouts of America's collaboration with the AHA, and in accordance with the terms and conditions of this MOU. Use of the Boy Scouts of America Servicemark in any fashion other than that expressly set out in this MOU is expressly prohibited. Any and all uses of the Boy Scouts of America Servicemark must conform to Boy Scouts of America's graphic Standards and any other requirements established by Boy Scouts of America and must be reviewed and approved by Boy Scouts of America in writing prior to use. Upon termination of this MOU, AHA shall cease any and all use of the Boy Scouts of America Servicemark without written approval from Boy Scouts of America. No title to, or ownership of, the BSA Servicemarks, or any part thereof, is transferred to AHA. AHA agrees that all uses of the BSA Servicemarks shall inure to the benefit of the BSA. The BSA reserves the right to update or change the BSA Servicemarks at any time.

AHA's rights under this MOU do not include the right to make (or have made) any tangible goods (other than printed promotional literature approved in accordance with this Agreement) that depict any of the BSA Servicemarks.

**AHA Life Is Why Servicemarks:**



**Boy Scouts of America Servicemarks:**





**Prepared. For Life.®**



**Preparados para el futuro.**



## STATEMENT OF RELATIONSHIP

Any approved use of AHA's Servicemarks by the BSA shall be accompanied by one of the following statement of relationship:

- ***Boy Scouts of America and the American Heart Association are collaborating to improve the health of children.***
- ***Boy Scouts of America and the American Heart Association are proud to work together to grow healthier kids.***

## FUNDING

No funding is involved in this MOU. Each party shall bear its own costs related to the activities it undertakes pursuant to this MOU. Neither party owes the other party any fees, and neither party is responsible for providing any personnel, equipment or other resources to the other party except as explicitly stated in this MOU.

## INDEMNIFIED PARTIES STATEMENT

Each party (the "Indemnitor") shall indemnify, defend, and hold harmless the other party, including its officers, directors, employees, agents, contractors, and affiliates (collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, judgments, fines, and other costs and expenses (including reasonable attorneys' fees) arising from third-party claims arising from (a) the negligent act or omission of the Indemnitor, its employees, contractors, or agents, or (b) an alleged infringement of a third party's trademark, copyright, trade secret, or other intellectual property rights under U.S. laws.

## TERM

This MOU may be modified only by mutual written consent of authorized officials from the AHA and Boy Scouts of America. This MOU shall be effective as of June 1, 2017. It will remain in effect for a period of two (2) calendar years and may be extended for additional periods of up to one (1) year by mutual written agreement of the parties. It may be terminated at any time

without liability by either party upon written notice to the other party. However, any print materials that have been printed or distributed with the approval of both parties prior to termination may continue to be distributed for up to thirty (30) calendar days following termination, if needed to carry out any agreed upon activities, unless otherwise agreed by the parties in writing.

AGREED:

**American Heart Association, Inc.**

By: *Gina Esparza*

Print Name: Gina Esparza

Title: Vice President of Women's & Kids' Markets

Date: 6/3/17



**Boy Scouts of America**

By: *Lee Shaw Jr.*

Print Name: Lee Shaw Jr.

Title: Director of National Alliances

Date: 6/3/17