

MEMORANDUM OF UNDERSTANDING
Between
the Boy Scouts of America
and
the Association of Baptists for Scouting

This Memorandum of Understanding (“MOU”), dated as of the effective date below, is by and between the Boy Scouts of America (“BSA”), a District of Columbia nonprofit corporation, and the Association of Baptists for Scouting (“ABS”), a nonprofit corporation established under the laws of the State of Texas, (collectively, the “Parties,” or each, individually, a “Party”):

WHEREAS the mission of the BSA 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 the ABS is an independent, nonprofit corporation, that has a mission to encourage and further the values, tenets, and principles of Scouting within the Baptist churches; and

WHEREAS, although it may not be officially recognized or authorized by the Baptist churches, the ABS wishes to encourage membership in and affiliation with Scouting organizations by members of the Baptist churches, and the BSA desires to recognize ABS in accordance with Article IX of the Rules and Regulations of the BSA and pursuant to this 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 hereby authorizes and recognizes the ABS as an “affinity group,” as such term is used in Section IX of the BSA’s Rules and Regulations.
2. The BSA and the ABS will work cooperatively, within the policies and regulations of each Party, 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 potentials.
3. Each Party shall include a clear statement in any public communication referring to the other or utilizing the brand of the other to the extent authorized by this MOU, that it is an independent organization, with no legal affiliation with the other

Party. A representative of the ABS may be designated to participate in ad hoc affinity groups or committees of the BSA, the same as other similarly purposed affinity groups.

4. As a BSA "affinity group," the BSA may authorize the ABS to use the seal, emblems, badges, descriptive marks, words, or phrases associated with or referring to the BSA ("BSA Marks") as the BSA deems necessary or appropriate. If the ABS references the BSA or uses its brands, the ABS agrees to comply with the BSA's guidelines and specifications, including but not limited to, those set forth in the BSA Brand Guidelines document regarding the style, appearance, and usage of any BSA Marks. The ABS acknowledges that the BSA owns and will retain all right, title, and interest in and to all BSA Marks and other BSA intellectual property. Any use by the ABS of BSA Marks shall be approved in advance by the BSA and used solely for and in support of the purposes of this MOU.

5. The ABS 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 or make contributions to, or otherwise participate in the ABS. The ABS will not be insured or indemnified by the BSA for its activities. Provided, however, adult volunteer leaders registered with the BSA and acting within the scope of their Scouting positions, who are also contributors to and/or dues paying members of ABS, shall be entitled to, and not excluded from, the benefits and protections provided by the BSA to other such leaders.

6. The ABS is encouraged to partner with the BSA or with BSA local councils in order to support official Scouting activities. The ABS shall be entitled to participate in certain activities, such as a Jamboree, the same as similarly purposed affinity groups.

7. Any fundraising performed by the ABS that references the BSA must clearly state that the BSA and the ABS are independent and that funds raised by the ABS are not contributions to the BSA. The ABS may not interfere or compete with the BSA, 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 reasonably be construed as affiliated with or connected to the BSA. Offering Baptist religious emblems, medals, and other recognitions as they may correspond with BSA rank advancement shall not be construed as competition.

8. The BSA recognizes that the ABS is a nonprofit corporation that is independent from the BSA. As such, the BSA recognizes that the ABS 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 the ABS must be approved in advance by the BSA and comply with all BSA policies and public laws protecting the brand and intellectual property of the BSA, including, but not limited to, the BSA's Guide to Awards and Insignia.

9. 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.

10. Each Party hereby designates the following respective representative to serve as liaison between them and to resolve any questions or disputes:

BSA Representative: Wendy Kurten
Director, Council Services
1325 West Walnut Hill Lane
P.O. Box 152079
Irving, TX 75015-2079
972-580-2268
wendy.kurten@scouting.org

ABS Representative: Donna Copeland
President
1128 S.E. Greystone Ave.
Bartlesville, OK 74006
918-333-9439
donna@copelandappliance.com

Either Party may change its respective representative by sending written notice to the other Party at its corporate address below.

11. 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 hereto.

12. This MOU is effective when executed by the last Party's signature entered below and may be terminated by either party on 30 days' written notice.

The Association of Baptists for Scouting

Boy Scouts of America

By: 

Print Name: Donna J Copeland

Title: President ABS

Date: 6-9-2022

By: 

Print Name: Roger C. Mosby

Title: President / CEO

Date: September 20, 2022

