MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE BOY SCOUTS OF AMERICA (BSA)  
AND  
THE NATIONAL MUSEUM OF NUCLEAR SCIENCE & HISTORY (NMNSH)  
FOR  
MUTUALLY BENEFICIAL COLLABORATION ASSISTANCE

This is a Memorandum of Understanding (MOU) between the Boy Scouts of America (BSA) and the National Museum of Nuclear Science & History (NMNSH). When referred to collectively, the Boy Scouts of America and the National Museum of Nuclear Science & History are referred to as the “Parties”.

1. BACKGROUND: This agreement establishes a collaboration between the Boy Scouts of America and the National Museum of Nuclear Science & History for the purpose of implementing educational collaborations and programs that empower and enhance the quality of life for youth and adults.

2. PURPOSE: NMNSH is a Smithsonian affiliated, Congressionally chartered, nationally accredited museum that coordinates, executes, and promotes science, technology, engineering, and mathematics (STEM) programs to local, national and international communities. This includes a strong presence in schools, grades K-12, universities, homescool communities and more. NMNSH and BSA seek to secure a collaboration designed to provide academic enrichment, positive educational and personal experiences, and positive role models to young citizens.

3. UNDERSTANDINGS OF THE PARTIES:

3.1. The Boy Scouts of America—

3.1.1. BSA will participate in NMNSH outreach initiatives that help youth pursue their special interests in STEM.

3.2. The National Museum of Nuclear Science & History—

3.2.1. NMNSH recognizes that a healthy science, technology, engineering and mathematics (STEM) understanding is critical to meeting our nation’s future challenges. As such, NMNSH is actively engaging in efforts to improve STEM education locally, nationally, and internationally. NMNSH will serve as a resource to the next generation of scientists and engineers by engaging youth in the BSA’s programs through hands-on learning activities that incorporate STEM-related activities.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.
5.1.1. For the Boy Scouts of America—

5.1.1.1 Primary: Director of National Alliances

5.1.2. For the National Museum of Nuclear Science & History—

5.1.2.2. Primary: Director of Education

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the Boy Scouts of America, to—

5.2.1. Boy Scouts of America
1325 West Walnut Hill Lane
Irving, TX 75038

and, if to the National Museum of Nuclear Science & History, to—

5.2.2. National Museum of Nuclear Science & History
601 Eubank Blvd.
Albuquerque, NM 87123

5.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

5.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

5.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

5.6 NATURE OF UNDERSTANDING: The Parties are not, by virtue of this MOU, partners under any applicable partnership law or construct, nor are they affiliates of each other. Each, as to the other, is an independent contractor. This document is an MOU only. It is entered into only as a declaration of present intent. Nothing in it will be construed as a legally binding commitment of the Parties, either individually or collectively. This MOU does not create any rights either on the part of any Party or any third party.

5.7. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

5.8. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.9. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU’s subject matter.

5.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.11. EXPIRATION DATE: The initial term of this MOU will be one year from the Effective Date and will automatically renew unless and until terminated by either Party.

APPROVED:

FOR THE BOY SCOUTS OF AMERICA—

Michael Surbaugh
Chief Scout Executive
12/3/15

FOR THE NATIONAL MUSEUM OF NUCLEAR SCIENCE & HISTORY—

Jim Walther
Executive Director
11/16/2015