

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
GIRL SCOUTS OF THE USA**

This Memorandum of Understanding (MOU) is made and entered into between the U.S. Army Corps of Engineers (USACE) located at 441 G Street NW, Washington, DC 20314-1000 and Girl Scouts of the United States of America (GSUSA), a 501(c)(3) nonprofit corporation incorporated under and existing by virtue of an Act of Congress of the United States of America approved March 16, 1950, located at 420 5th Ave, New York, NY 10018-2729 (USACE and GSUSA are also each referred to individually as a "Party" and collectively as the "Parties").

Article I – PURPOSE

This MOU continues the framework for cooperation between USACE and GSUSA to strive to assist each other in areas of mutual concern. The aim is to promote educational, recreational, environmental stewardship and learning opportunities for youth at USACE Civil Works projects and cultivate leadership skills, confidence, and character in Girl Scouts, encouraging a stewardship and service ethic aligned with the missions of both USACE and GSUSA. The Parties hereby agree that the Memorandum of Understanding between the Parties dated November 16, 1990 shall be terminated as of the Effective Date of this MOU and thereafter, shall have no effect.

Article II – BACKGROUND

USACE manages 12 million acres of land and water resources, attracting approximately 270 million visits annually. Its Natural Resources Management mission is to manage and conserve those natural resources, consistent with ecosystem management principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations. Public safety is a top priority for USACE, which actively promotes safety and provides educational programs for all ages at on-site and off-site locations.

GSUSA is a tax exempt charitable and educational organization of more than 2 million Girl Scout members and fifty million alums working to fulfill its mission of building girls of confidence, courage, and character who make the world a better place. For more than a century, Girl Scouts has been the preeminent organization dedicated solely to girls that provides unique opportunities for them to build valuable skills to carry through the rest of their lives. Girl Scout programs are delivered in every state through 111 Girl Scout councils across the country and in Puerto Rico.

Article III – OBJECTIVE

In accordance with applicable laws, regulations, and Army policies, this MOU establishes a mutual intent of the Parties to strive to continue this cooperative effort based on the following:

- 1) Prioritizing public safety in land and water recreation.
- 2) Promoting collaboration at national and local levels to enhance public safety, education, and recreational engagement.
- 3) Expanding recreational offerings and sharing resources to support public engagement and safety.
- 4) Strengthening communities through programs on youth development, healthy living, and social responsibility.
- 5) Bridging the gap between youth and the outdoors through activities that encourage exploration, learning, and service.
- 6) Inspiring youth in science, technology, engineering, and math (STEM) through engaging activities.

Article IV – UNDERSTANDINGS

Each Party, subject to resource availability and in accordance with applicable laws, regulations, Army policies, and GSUSA policies will strive to:

Joint efforts:

- 1) Facilitate connections between USACE staff, interns, and volunteers working in parks, programs, and offices and Girl Scout staff, councils, troops, and members.
- 2) As appropriate, make other arrangements, including cooperative agreements, special park use permits, and targeted workforce partnership to further shared goals.

USACE will strive to:

- 1) Notify USACE field offices and personnel of the establishment of this MOU.
- 2) Encourage collaboration with GSUSA for educational outreach, recreational and volunteer opportunities, and public safety programs.

- 3) Communicate, share, and develop information, technology, and products associated with outdoor recreation, public safety, healthy living, youth development, and social responsibility with GSUSA.
- 4) Provide subject-matter expertise to GSUSA to inform the development of national programming.
- 5) Support the National Girl Scout Conventions.

GSUSA will strive to:

- 1) Educate and inform Girl Scout councils about opportunities to engage with USACE, visit lake and river project sites, and participate in programs and initiatives.
- 2) Provide information to Girl Scout councils about the scope and variety of opportunities to engage with lake and river projects.
- 3) Inform Girl Scout councils about volunteer opportunities with the USACE for service hours and highest award projects.

Article V –GENERAL PROVISIONS

- 1) This MOU is a non-binding agreement that expresses mutual understandings of the Parties and shall not under any circumstances be interpreted as an enforceable contract at law. The Parties agree that, in no event shall this MOU be enforced against the other Party by any legal or equitable suit or action and that nothing in this MOU shall be construed as obligating either Party to perform any activity contemplated herein or expend any funding in support of this MOU.
- 2) Each Party is responsible for all costs of its personnel, including but not limited to, pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
- 3) This MOU is neither a fiscal nor funds obligation document. The MOU does not commit or authorize the expenditure of any funds. Any endeavor involving reimbursement or contribution of funds, services, or materials between the Parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

- 4) This MOU is intended only to frame the relationship of cooperation between USACE and GSUSA and is not intended to create any right or benefit, substantive or procedural, enforceable by law by either Party against the United States, its agencies, its officers, or any person, or against GSUSA, its agents and assigns.
- 5) Nothing in this MOU shall be construed as affording either Party any preferential treatment, exclusive rights, or privileges, or as obligating either Party to perform any action not expressly set forth in this MOU.
- 6) In pursuing the goals of this MOU there shall be no discrimination against any persons because of race, color, national origin, age, religion, sex, sexual orientation, or disability, in compliance with federal law, as well as USACE and GSUSA policy.
- 7) USACE and GSUSA intend to explore the initiatives contemplated in this agreement in accordance with existing authorities. Nothing in this MOU is intended to conflict with current law, regulation, or USACE or GSUSA policies. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then such provisions shall be null and void and the provisions of this MOU not affected by a finding of inconsistency shall remain applicable.
- 8) This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.
- 9) USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. GSUSA will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to USACE's partnership, or the name or title of any employee of USACE in connection with this agreement.
- 10) USACE shall not use GSUSA's name, branding, logos or trademarks without written authorization of GSUSA and where such authorization is obtained, USACE shall not use GSUSA's name, branding, logos or trademarks in a way that creates an impression that any product or service has the authorization, support, sponsorship, or endorsement of GSUSA. USACE will make no use of the GSUSA name, branding, logos or trademarks except as permitted by law and this MOU.

- 11) Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved exclusively by consultation between the Parties.
- 12) This MOU is not transferable except with the written mutual consent of the Parties.
- 13) It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.
- 14) Modification: This MOU may be modified on the initiative of either Party when such modification is agreed to in writing by Key Officials (defined below) of both Parties as an amendment to this MOU.
- 15) Termination: Either Party may terminate this MOU for any reason at any time by providing the other Party a written notice of termination. This termination will be effective as stated in the written notice of termination or if not stated therein, 5 days after the other Party receives a written notice of termination. The Party that terminates the MOU will make itself available to meet with the other Party as soon as practicable to discuss pending activities that may be affected by termination.
- 16) This MOU takes effect beginning on the day after the last Party signs (the "Effective Date") and shall remain in effect for a period of five (5) years from the Effective Date, unless earlier terminated by one of the Parties as permitted herein.
- 17) This MOU must be reviewed and validated by both Parties 2.5 years after its Effective Date.

Article VIII - KEY OFFICIALS

The following individuals are to be used by the Parties to communicate in the implementation of this MOU (the "Key Officials"). Each Party may change its Key Official(s) upon written notice to the other Party.

For USACE:

Primary:

Ms. Heather Burke
National Partnership Program Manager
Email: heather.d.burke@usace.army.mil
678-972-3824

Secondary:

Mr. Jeff Krause
Chief, Natural Resources Management HQUSACE
Email: jeff.krause@usace.army.mil
202-761-1228

For GSUSA:

Primary:

Ms. Denise Ryan
Director, Federal Affairs
Girl Scouts of the USA
Email: dryan@girlscouts.org
202-478-9827

Secondary:

Stephanie Dawes
Director, K-12 Program
Girl Scouts of the USA
Email: sdawes@girlscouts.org
202-852-6522

Article IX - AUTHORIZING SIGNATURES

U.S. Army Corps of Engineers

Signed by:

Stephen L Hill

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Stephen L. Hill
Director of Operations and
Regulatory Programs

DATE: 10/21/2025

Girl Scouts of the USA

Signed by:

Ken DiStefano

CF7F8D03E4D1460...

Kenneth DiStefano
Chief Financial Officer

DATE: 10/21/2025