

**Memorandum of Understanding
Between
The United States Army Corps of Engineers
and the
Naval Sea Cadet Corps**

I. Background and Purpose.

- A. The United States Army Corps of Engineers (Corps) plays a leadership role in the development, management, protection, and restoration of the nation's water resources. The Naval Sea Cadet Corps (Sea Cadets) promotes in youth self reliance, patriotism, navigational skills, seamanship, teamwork, courage, safety, lifesaving, and similar skills and virtues. The Corps and the Sea Cadets desire to cooperate in efforts to provide healthful, wholesome, and educational outdoor opportunities for the Sea Cadets in the protection, development, management, and conservation of the nation's water resources.
- B. The purpose of this Memorandum of Understanding (MOU) is to establish a framework for a cooperative relationship through which the Corps and the Sea Cadets will assist one another, as appropriate and to the extent permitted by law, in areas of mutual interest and concern.

II. Cooperation and Coordination

- A. The Corps and the Sea Cadets, working together at appropriate local, regional and national levels, will foster communications with respect to their programs and activities relating to conservation, management, protection, and development of the nation's water resources, as well as other Corps programs. This effort will include, where appropriate, other Federal agencies with similar concerns.
- B. As appropriate, the Corps will participate in Sea Cadet training and program activities to the extent that they pertain to conservation, management, protection and development of the nation's water resources, including, but not limited to, fish, wildlife, navigation, safety, lifesaving, flood control, hydropower, water based recreation and other programs administered by the Corps.

III. Modification, Termination, and Other Conditions

- A. This MOU may be modified or amended at any time by mutual written agreement of both parties, and may be terminated by either party upon sixty (60) days prior written notice.
- B. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.

- C. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this 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. Specifically, this MOU does not establish authority for the noncompetitive award of any contract or other agreement.
- D. The Corps and the Sea Cadets intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws, regulations, or directives governing the signatories, then only those provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

IV. Implementation

This MOU becomes effective when signed by both signatory parties and remains in effect until modified or terminated.

UNITED STATES DEPARTMENT OF THE ARMY

/S/

Signature

4 April 2001

Date

Robert B. Flowers, Lieutenant General, U. S. Army

Typed Name

Commander, U. S. Army Corps of Engineers

Title

Naval Sea Cadet Corps

/S/

Signature

21 April 2001

Date

M. D. Ford

Typed Name

Executive Director, NSCC

Title