Scouting America

# THE ANNUAL UNIT CHARTER AGREEMENT AMONG:

_____(the "Organization"),

Boy Scouts of America, a congressionally chartered nonprofit corporation d/b/a Scouting America ("Scouting America"),

_____Council, Scouting America (the "Local Council"), and

Pack No._____ Troop No._____ Crew No._____ Ship No._____

(Please identify those units chartered by the Charter Organization.)

The purpose of the Scouting America program is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values and principles taught in the Scout Oath and Scout Law.

The Charter Organization, as a duly constituted organization that serves youth, desires to use the program(s) of Scouting America to further its mission respecting the youth it supports. The Local Council provides the support and service necessary to help the Charter Organization succeed in its use of Scouting. This Annual Unit Charter Agreement is entered into as of _____(date) by and among the Charter Organization, Scouting America, Local Council and the Scouting Unit for a term of one year, beginning Jan 01, 2027 and ending Mar 01, 2028.

## I. The Local Council agrees to:

### A. Scouting Resources

1. Provide commercial general liability insurance, described on page 3, to cover the Charter Organization, its board, officers, Charter Organization Representative (COR), employees, and adult volunteers for authorized Scouting activities.
2. Provide program training, program resources, recruitment strategies, resources, and materials to help the Unit grow its membership and provide Scouting to the Unit's local community.
3. Provide camping opportunities, administrative support, and professional staff to assist the Unit in developing a successful Scouting program.
4. Provide and facilitate unit-level money-earning (i.e., fundraising) opportunities to support the Unit's activities.

### B. Adult Leadership

1. Submit criminal background checks in accordance with Scouting America policies and procedures, on all adult leaders and volunteers prior to approving any application to serve. The background check shall comply with all applicable federal and state laws and further comply with any standards that may be developed in accordance with any applicable court order. The Local Council's final Registration of the adult leader or volunteer (a) cannot be accomplished until the requisite background check is completed, and (b) will constitute the Local Council's confirmation that the requisite background check has been completed, by indication of the council designees' signature.
2. Require and track all unit leaders to complete Scouting America Youth Protection Training.

## II. The Charter Organization agrees to:

### A. Generally

1. Conduct the Scouting program consistent with Scouting America rules, regulations, and policies located on the My.Scouting website and online at: www.scouting.org/about/membership-standards/.
2. Coordinate with the Local Council to provide annual recruitment opportunities to grow the Scouting America movement as well as publicize Scouting America through in-house publications.
3. Refrain from using the Scouting brand as a means to imply Scouting America's endorsement of the objectives of the Charter Organization, except with respect to youth development, consistent with the goals and objectives of the Scouting program. Refrain from soliciting financial support except as authorized for the benefit of the Unit or the Local Council.
4. Select a Charter Organization Representative (COR) to serve as a voting member of the council.

**B. Management and Leadership**

1. Reasonably support the Scouting Unit Committee, comprised of at least three members for each Unit.
2. Review and select all adult leaders, subject to the approval of the Local Council, and ensure they are willing to accept Scouting's values and meet all other requirements of membership.
3. Administer the assets of the Unit, including all funds, real property, and personal property (e.g., trailers) that are acquired by the Unit either for the benefit of Scouting or in the name of Scouting and administer the assets for the benefit of the Unit.
4. Authorize the unit to open a separate bank account for the Unit using the Charter Organization EIN and provide the Unit with policies and procedures for financial reporting and asset management.
5. Follow all Guide to Safe Scouting requirements to ensure the adequate review and inspection of trailers, and other assets.

**C. Use of Facilities**

1. Work with the Unit to secure safe facilities for regular meetings.

## III. The Scouting Unit agrees to:

**A. Registration and Administration**

1. Organize and maintain an active Unit Committee comprised of at least three members for each Unit. Ensure that the Unit has two deep leadership at all times.
2. Ensure all adult leaders have an approved criminal background check and have completed Scouting America Youth Protection Training prior to participation in any Scouting activity.
3. Encourage adult leaders to receive position-specific or other appropriate training made available by the local council or Scouting America.
4. Ensure timely registration of all youth and adult members. Use Scouting America's online registration tools, such as membership leads, online applications, and online re-charter.
5. Coordinate with the Local Council to provide annual joining opportunities to grow the Scouting America Movement.

**B. Program**

1. Conduct the Scouting program consistent with Scouting America Bylaws, Rules & Regulations, handbooks, policies, brand guidelines, etc. See www.scouting.org/about/membership-standards/.
2. Abstain from using the Scouting program to pursue any objectives related to political or social advocacy, including partisan politics, support or opposition to government action, or controversial legal, political, or social issues or causes.

**C. Use of Facilities**

1. Return facilities to their original condition, subject to reasonable wear and tear, at the end of all Scouting Activities, which includes placing any garbage/waste in appropriate receptacles, returning any items stored on premises to the designated storage area, and removing all other personal belongings.

**D. Assets and Equipment**

1. Be a good steward of the Unit's resources and comply with Scouting America's Fiscal Policies and Procedures.
2. Apply for and undertake Unit Money Earning Projects in accordance with Scouting America's and the Local Council's guidelines.
3. Actively participate in the Local Council's annual giving campaign and product sales fundraisers (e.g., Friends of Scouting campaign, popcorn, and Camp Card sales).
4. Follow all Charter Organization policies and procedures regarding the management of funds. For Unit specific bank accounts, Units will submit reporting as prescribed by the Charter Organization.

## IV. Scouting America agrees to:

### A. Insurance

Scouting America agrees to provide Commercial General Liability (GL) insurance that includes excess auto liability to cover losses or claims asserted or sustained by any Scouting Unit, member, visitor, volunteer, or any other person, arising out of or in any way connected, directly or indirectly, with Scouting. This insurance covers the Charter Organization, along with its Officers, Directors, Trustees, Employees, or Charter Organization Representatives (collectively, "Protected Parties"). At a minimum, such insurance:

1. GL coverage shall be written on an occurrence basis, with limits of $7,500,000 each occurrence and $20,000,000 annual aggregate for the policy year ending March 1, 2027. Scouting America provides additional excess GL coverage above the primary and first excess policies. GL coverage limits are subject to change upon renewal.
2. The GL policy shall provide auto liability (AL) coverage as excess of: (a) the vehicle driver's personal AL policy; (b) the Charter Organization's primary AL insurance, if any (if vehicles are owned, hired, or leased by the Charter Organization); (c) any other excess insurance available from other sources. The GL policy provided by Scouting America is excess of $1 million.
3. As set forth in the GL policy, shall provide coverage for:
   a. Bodily injury, sickness or disease including illness or death of any person.
   b. Bodily injury, with no exclusion for physical or sexual abuse, misconduct, or molestation.
   c. Personal or advertising injury.
   d. Damages caused by physical damage or destruction of tangible property.
   e. Contractual liability covering Scouting America's obligation to defend, indemnify, and hold harmless the Protected Parties.
   f. Punitive or Exemplary Damages coverage equal to that which is provided to Scouting America entities.
4. Shall name the Protected Parties as Additional Insureds on all primary and excess policies.
5. Shall include a Waiver of Subrogation in favor of the Protected Parties.

### B. Trademark License

Scouting America grants together to the Organization and the Scouting Unit a non-exclusive, royalty-free license to use the trademarks, logos, seals, insignia, words, phrases, and other designations, descriptive marks, and pictorial representations relating to Scouting America's Scouting programs (collectively the "Scouting America Marks") solely in connection with (i) marketing and operation of the Scouting Unit, (ii) promotion of Scouting America's Scouting programs in the geographic market that the Organization serves, and (iii) other purposes consistent with this Agreement. Each the Organization and the Scouting Unit agree to (a) refrain from using Scouting America Marks for any commercial purpose without the express written authorization from Scouting America and (b) comply with such guidelines and specifications that Scouting America may promulgate from time to time, including, but not limited to, those set forth in the Scouting America Brand Guidelines and Guide to Awards and Insignia documents regarding the style, appearance, and usage of any Scouting America Marks.

Scouting America

CHARTER ORGANIZATION: _____

Signature: _____

Print Name: _____ Date: _____

Title: _____

CHARTER ORGANIZATION REPRESENTATIVE: _____

Signature: _____

Print Name: _____ Date: _____

Title: Charter Organization Representative

SCOUTING UNIT: _____

Signature: _____

Print Name: _____ Date: _____

Title: Unit Committee Chair

LOCAL COUNCIL: _____

Signature: _____

Print Name: _____ Date: _____

Title: Scout Executive or Designee

SCOUTING AMERICA **

Signature: 

Roger Krone Date: ***

President and Chief Executive Officer

** Scouting America's endorsement of this Agreement relates solely to the Indemnification and Insurance provisions and to the Trademark License provisions set forth in §§ I.A, I.B, and I.C of this Agreement.

*** This is a Scouting America-approved form as of the month and year reflected in the bottom margin of this Charter Agreement. Once signed by all other parties to this Agreement, and provided no more recent form agreement has been approved by Scouting America as of the date those signatures are applied, Mr. Krone's pre-printed electronic signature on this Agreement will be recognized as valid and binding on Scouting America as of the same date with respect to the provisions set forth in §§ I.A, I.B, and I.C of this Agreement.

## RESOURCES

- ❖ The Scouting program must be utilized in a manner consistent with the Bylaws, Rules and Regulations, guidelines, policies, and other publications available on the Scouting America national website located at https://www.scouting.org/about/membership- standards/
  - The Charter and Bylaws of Scouting America
  - The Mission of Scouting America
  - The Rules and Regulations of Scouting America
  - The Scout Oath and the Scout Law, including Duty to God
  - Scouting America youth protection policies and guidelines, including mandatory reporting
  - Scouting Safely section found at https://www.scouting.org/health-and-safety/
  - The Guide to Safe Scouting
  - The SAFE Scouting Checklist
  - Scouter Code of Conduct
  - Incident Reporting at https://www.scouting.org/health-and-safety/incident-report/
  - Scouting Units should use the Scouting America Brand Center for all branding guidelines, images, and logos. The Scouting America Brand Center can be located at https://www.scoutingwire.org

***Scouting America Mission***

*The mission of Scouting 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.*

***Scout Oath***

*On my honor*
*I will do my best to do my duty*
*to God and my country*
*and to obey the Scout Law;*
*to help other people at all times;*
*to keep myself physically strong,*
*mentally awake, and morally straight.*

***Scout Law***

*A Scout is trustworthy, loyal, helpful, friendly, courteous, kind,*
*obedient, cheerful, thrifty, brave, clean, and reverent.*