

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF WAR
AND
SCOUTING AMERICA
FOR
PARTNERSHIP AND POLICY ALIGNMENT**

This memorandum of understanding (MOU) between the Department of War (DoW) and Scouting America establishes the terms and conditions of the renewed partnership ensuring alignment with the policies and standards of the DoW. This is a new MOU.

1. PURPOSE

To establish the terms and conditions for the Department of War's conditional support of Scouting America. This support is contingent upon Scouting America making substantial progress on key policy changes, subject to review every 90 days, following execution of this MOU to determine the continuation of the partnership.

2. BACKGROUND

The DoW historically supported Boy Scouts of America, renamed Scouting America, in its mission to foster leadership, character, and service and to prepare young men to make ethical and moral choices during their lifetime by instilling in them the values of the Scout Oath and Law.

For more than a century, Boy Scouts of America demonstrated unwavering support for and a commitment to the men and women of the United States Armed Forces, promoting respect for military service, encouraging youth participation in military career pathways, and honoring those who defend the Nation.

This MOU formalizes the basis for continued DoW support to Scouting America, the successor organization of Boy Scouts of America, contingent upon the implementation of key policy changes by Scouting America.

The Parties are entering into this MOU to fulfill the action agreed upon by the parties:

Action: DoW will partner with Scouting America to ensure Scouting America's progress toward, and commitment to, the agreed upon reforms ensuring Scouting America's activities and organizational principles comply with the provisions of Executive Order 14173.



The plan outlined within this MOU allows for Scouting America activities to occur on U.S. military installations and in DoW facilities, with appropriate logistical services support, in the United States, its territories, or in foreign countries as authorized and approved under applicable law and DoW policy.

3. UNDERSTANDING OF THE PARTIES

The Department of War commits to the following action:

- a. Review all actions taken by Scouting America to ensure Scouting America's progress toward, and commitment to, the agreed upon reforms ensuring Scouting America's activities and principles adhere to the provisions contained in Executive Order 14173.

Scouting America commits to the following actions:

- a. **Adherence with the Principles contained in Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity:** Scouting America will review and replace any politicized, divisive, and discriminatory language throughout its organization, programs, and all publications to ensure full adherence with the principles contained in Executive Order 14173.
- b. **Discontinuation of "Citizen in Society" Merit Badge:** Scouting America will discontinue, not later than midnight on February 23, 2026, the merit badge that encouraged Scouts to explore concepts of diversity, equity, inclusion, and identity, and to engage in related activism.
- c. **Modification of Membership and Facility Policies:** Scouting America will amend its policy to affirm that participation is based on and aligned with biological sex at birth. Accordingly, Scouting America membership applications will continue to only provide "male" and "female" as sex designations. Scouting America will enact a policy that indicates that biological boys and biological girls will not be permitted to share intimate spaces, including toilets, showers, and tents. Furthermore, Scouting America will enact similar policies with respect to participation based on biological sex and sharing of intimate spaces that apply to adult Scout leaders, volunteers, staff, or any other individuals who support, assist, or partner with the Cub Scouts, Scouts BSA, Venturing, Sea Scouts, or Exploring programs or any future programs initiated by or directly affiliated with Scouting America.
- d. **Support for Military Families:** In recognition of their service, Scouting America will waive registration fees for the children of active-component, Guard, and Reserve families.
- e. **New Military Service Merit Badge:** In partnership with the DoW, Scouting America will introduce a new Military Service merit badge to honor, educate, and inform Scouts about military service.
- f. **Designated Liaison:** The DoW shall appoint a senior official (defined as a uniform officer or a full-time employee of the DoW) to serve as its primary liaison to Scouting

America (the "Department Liaison") in accordance with paragraph 3-100c of the Joint Ethics Regulation (JER). The Department Liaison shall be responsible for maintaining a regular channel of communication between the DoW and Scouting America and for facilitating coordination on matters of mutual interest arising under this Memorandum of Understanding.

4. REVIEW AND CONTINUATION

The Department of War's support for Scouting America is conditional upon substantial progress toward these commitments. Officials from the DoW and Scouting America will meet periodically as needed but not less than 90 days from the effective date of this MOU so the DoW can assess Scouting America's progress, pace, and trajectory towards ensuring Scouting America's adherence with the principles contained in Executive Order 14173. Officials from the DoW and Scouting America will continue to have periodic touchpoints and meet every 90 days thereafter, as needed, to ensure that Scouting America continues to make positive progress towards adherence with integrating the principles contained in Executive Order 14173. Following each assessment meeting, the DoW will determine whether to continue its support. If the DoW concludes that Scouting America is not making progress towards adherence with the principles contained in Executive Order 14173, the DoW will terminate the MOU as set forth in paragraph 7. Termination of the MOU. DoW's assessments will continue until Scouting America achieves full adherence with the principles contained in Executive Order 14173 or the MOU is terminated. The responsibility for demonstrating progress rests entirely with Scouting America.

5. MODIFICATION OF THE MOU

This MOU may be modified only by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its annual term and prior to the date of the annual renewal. Each Party shall review the MOU independently. Coordination between Parties is encouraged, but it is not required unless a change is needed. The signatories to this agreement, or their successors, will approve all changes to or the termination of this agreement. Changes are effective only after both signatories, or their successors, agree to the changes in writing.

6. DISPUTES

Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or issuances from either Party, be resolved by consultation between the Parties.

7. TERMINATION OF THE MOU

The DoW will terminate this MOU if Scouting America does not make sustained and substantial progress towards adherence with the principles contained in Executive Order 14173 based upon DoW's determination following each 90-day assessment as set forth in paragraph 4, Review and Continuation. Prior to such termination, DoW shall provide written notice to Scouting America, setting forth the reason(s) for the termination, and shall provide Scouting America thirty (30) days to remedy the breach prior to the termination becoming

effective. This MOU also may be terminated in writing at will by either Party. Further, the Parties may jointly decide to terminate this MOU if they determine that collaborative initiatives will not produce beneficial results, provided this decision is preceded by consultation between the MOU signatories.

8. 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.

9. FUNDS AND MANPOWER

This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

10. TRANSFERABILITY

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

11. ENTIRE UNDERSTANDING

It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

12. THIRD PARTY BENEFICIARIES

Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

13. POINTS OF CONTACT (POCs)

The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

For the DoW: Ms. Tami Radabaugh
Deputy Assistant to the Secretary of War for Strategic Engagement
Department of War

(b)(6)

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For Scouting America:
Roger Krone
Chief Executive Officer
1325 West Walnut Hill Lane
Dallas, TX 75038

(b)(6)

14. CORRESPONDENCE

All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the DoW to
Ms. Tami Radabaugh
Deputy Assistant to the Secretary of War for Strategic Engagement
Department of War

(b)(6)

(b)(6)

and, if to Scouting America, to
Roger Krone
Chief Executive Officer
1325 West Walnut Hill Lane
Dallas, TX 75038

(b)(6)

Effective Date: This MOU takes effect the day after the last Party signs.

Expiration Date: The MOU expires one year from the Effective Date but shall automatically renew for nine successive one-year terms unless the MOU is terminated pursuant to Paragraph 7, Termination of the MOU.

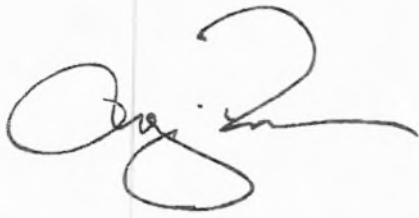
15. APPROVAL



Honorable Pete Hegseth
Secretary of War
Department of War

24 FEB 26

Date



Roger A. Krone
President and Chief Executive Officer
Scouting America

February 23, 2026

Date