

INTERIM AGREEMENT
BETWEEN
THE BOY SCOUTS OF AMERICA
AND
THE GENERAL COMMISSION ON UNITED METHODIST MEN
CONCERNING
INDEMNIFICATION AND INSURANCE FOR UNITED METHODIST
CONGREGATIONS ENGAGED WITH SCOUTING

WHEREAS, the General Commission on United Methodist Men of The United Methodist Church ("GCUMM") and the Boy Scouts of America ("BSA") have reached agreement on terms of an "Annual Affiliation Agreement" that will henceforth govern the relationship between United Methodist congregations that chose to support a BSA scouting unit on terms that are somewhat distinct from the terms historically used in BSA's "Annual Unit Charter Agreement"; and

WHEREAS, it will take some time for all United Methodist congregations currently functioning as BSA Charter Organizations, along with their respective BSA Local Councils, to execute and implement the terms of the newly developed Annual Affiliation Agreement; and

WHEREAS, GCUMM and BSA agree that it is in the best interests of BSA's scouting ministry, and of the United Methodist congregations that support that ministry, that the insurance and indemnity provisions included in the newly developed Annual Affiliation Agreement go into effect immediately, without waiting for the United Methodist congregations and their related Local Councils and Scouting Units to fully complete the process of executing the implementing the terms of the Annual Affiliation Agreement.

NOW THEREFORE, GCUMM and BSA, for this and other valuable consideration, agree as follows:

1. Effective immediately, BSA agrees to indemnify all United Methodist local churches (or other official United Methodist organizations, such as United Methodist camps or educational institutions) that currently serve as a charter organization for one or more BSA scouting units, or that host any BSA scouting unit pursuant to a Facilities Use Agreement or similar property use agreement ("UMC Scouting Supporters"), in accordance with the following terms:
 - a. BSA shall defend, and to the fullest extent permitted by law, indemnify and hold harmless the UMC Scouting Supporter, its District, its Annual Conference, and any other entity, agency, committee, commission, board, society, or conference related to The United Methodist Church, along with each of their Officers, Directors, Trustees, Employees, Agents, Members, or Volunteers (collectively, "Protected Parties"), from and against any and all claims, demands, causes of action, liability, injuries, losses, damages, or costs, including (without limitation) litigation fees, investigative costs, and court costs (collectively, "Losses" or "Claims"), asserted or sustained by any Scout, Scouting Unit, member, visitor, volunteer, or any other person, arising out of or in any way connected, directly or indirectly, with Scouting, with Scouting activities, with the actions of any Scout leader or with the use or occupancy of the UMC Scouting Supporter's property for Scouting activities, whether or not the Losses, Claims, or their causes are foreseen or unforeseen, or unrelated to Scouting objectives, except to the extent those Losses are caused by the willful acts or negligence of any Protected Party while acting in a capacity distinct from the UMC Scouting Supporter's Scouting responsibilities or duties.

- b. Such defense includes providing a legal defense to all Protected Parties using legal counsel that owes a duty of loyalty and zealous advocacy undiminished by any duties that may be owed to BSA or other parties. In civil actions filed or threatened against the UMC Scouting Supporter, BSA shall confer with the UMC Scouting Supporter over the selection of legal counsel to defend the Protected Parties, and BSA and the UMC Scouting Supporter shall make a good faith effort to agree upon legal counsel to represent the Protected Parties, taking account of any relevant terms in BSA's insurance policies. This good faith discussion shall include the question of whether or not separate counsel should be retained to represent the interests of the Protected Parties.

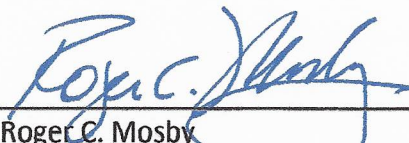
2. Effectively immediately, BSA further agrees to provide all UMC Scouting Supporters with Commercial General Liability (GL) and Excess Commercial Automobile Liability (AL) coverage for Losses or Claims as defined above. At a minimum, such insurance:

- a. Insofar as it provides GL coverage, shall be written on an occurrence basis, with limits of \$7,500,000 each occurrence and \$23,000,000 annual aggregate.
- b. Insofar as it provides AL coverage, shall be written on a per occurrence basis, with a \$5,000,000 limit per occurrence as excess of the Affiliated Organization's primary AL insurance and any other excess insurance available to the Protected Parties from other sources; provided however, that the underlying primary, and other excess (if any), shall be no less than \$1,000,000.
- c. As set forth in the GL policy, shall provide coverage for:
 - i. Bodily injury, sickness or disease including illness or death of any person.
 - ii. Bodily injury, including physical or sexual abuse, misconduct, or molestation.
 - iii. Personal or advertising injury.
 - iv. Damages caused by physical damage or destruction of tangible property.
 - v. Contractual liability covering the BSA's obligation to defend, indemnify, and hold harmless the Protected Parties under this agreement, including any and all costs of defense of any claims for which any Protected Party is entitled to coverage by virtue of being named as an Additional Insured.
 - vi. Punitive or Exemplary Damages coverage equal to that which is provided to BSA entities.
- d. Shall name the Protected Parties as Additional Insureds on all primary and excess policies needed to provide the limits of insurance specified in §§ 2.a and 2.b, above.
 - i. Insofar as such insurance provides GL coverages (excluding any AL coverage included within the GL policy), such GL insurance shall be written on a primary and non-contributory basis. Provided further, that any other GL insurance coverage that may be available to the Protected Parties from other sources shall be excess of and non-contributory with the GL coverage provided by BSA in compliance with this Affiliation Agreement.
 - ii. Notwithstanding the foregoing, insofar as the Protected Parties are named as Additional Insureds for purposes of the excess AL coverage provided under BSA's GL policy, such AL coverage shall be excess over and non-contributory not only to any primary AL coverage available to the Protected Parties but also to any other excess AL coverage that may be available to the Protected Parties from other sources.

- e. Shall provide a 30-Day Advanced Notice of Non-Renewal or Cancellation to the General Secretary of the General Commission on United Methodist Men, which notice shall constitute notice of same to the Affiliated Organization.
- f. Shall Include a Waiver of Subrogation in favor of the Protected Parties.

IT IS SO AGREED:


BOY SCOUTS OF AMERICA

By: 

Roger C. Mosby
President and Chief Executive Officer

Date: 6-30-2022

GENERAL COMMISSION OF UNITED METHODIST MEN OF THE UNITED METHODIST CHURCH

By: 

Greg Arnold
General Secretary and Chief Executive Officer

Date: 6-30-2022