

CHAPTER 7: AGREEMENTS

7.1 Instrument Selection

The NPS uses agreements to document relationships with other federal agencies, state and local governments, nonprofit, not-for-profit, and for-profit organizations, corporations, and individuals. While all agreements are important and serve specific functions, only procurement contracts, cooperative agreements, and interagency acquisition agreements have prescribed legal significance. All other agreements are legally indistinct, indicating only that the NPS has established a legal relationship with another party. Therefore, these other types of agreements are not subject to the provisions of any OMB Circulars.

Types of agreements include, but are not limited to, memoranda of understanding, memoranda of agreement, friends agreements, association agreements, programmatic agreements, planning and development agreements, cooperating association agreements, law enforcement assistance agreements, and fire agreements.

Descriptions of two very specific agreement types follow:

1. Memoranda of Understanding

This is a stand-alone agreement between two or more entities that documents policies and procedures of mutual concern, provides mutual assistance, or exchanges results for the promotion of common endeavors. It documents a “handshake” agreement by the parties. This type of agreement may establish an administrative framework under which a future cooperative agreement may be entered into, but they must not commit current or future NPS funding, future non-competitive contracts, or circumvent any of the procurement laws and regulations. It does not require the signature of a contracting officer.

This agreement must not commit the NPS to provide financial assistance in any form, such as furnishing NPS property, goods, or services.

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Some examples of situations that would require a memorandum of understanding follow:

- (a) Participation in the activities of a cooperating association within a park unit.
- (b) Sharing patrol responsibilities with an adjacent federal landowner.
- (c) Cooperation with another federal agency on the reciprocal use of radio frequencies.
- (d) Cooperation with adjacent landowners in wildlife management activities.
- (e) Receipt of assistance from park groups for search and rescue activities (also could be a memoranda of agreement).
- (f) Cooperation with other federal, state, local, and/or private interests in the operation, development, and maintenance of national scenic and national historic trails.

2. **Memoranda of Agreement**

This type of agreement allows a non-federal entity to reimburse the NPS for supplies, property, or services. It documents the receipt of funds, goods, and/or services by the NPS from non-federal entities. This type of agreement also may establish the administrative framework for entering into subsequent agreements that allow for the expenditure of funds, but such an agreement never is used to transfer funding to another party. Memoranda of agreement do not require the signature of a contracting officer; however, review is strongly encouraged. In some instances, it may be desirable to have the agreement signed by a contracting officer.

Some examples of situations that would require memoranda of agreement follow:

- (a) Receipt of assistance from an outside organization to seek donations on behalf of the NPS as part of a fundraising campaign. (*See Director's Order 21.*)
- (b) Any type of funding document when the NPS is in receipt of funds from a non-federal entity.

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3. **Other Agreements**

Other agreements include friends agreements, associational agreements, programmatic agreements, planning and development agreements, cooperating association agreements, law enforcement assistance agreements, fire agreements, and supplemental agreements to cooperating associating agreements. *(See Paragraph 7.7 of Chapter 7 for a sample supplemental agreement.)*

Examples include the following:

- (a) Assistance with local fire departments for joint fire suppression where there is an exchange of services and equipment.
- (b) Receipt of assistance from park groups for search and rescue activities (also could be a memoranda of understanding).

7.2 **Requirements for Initiating Agreements**

Agreements generally are not required to be signed by a contracting officer, but review by a contracting officer is strongly encouraged. In order to initiate a memorandum of agreement or understanding—or any other type of agreement—through your contracting officer, a draft agreement should be submitted through Procurement Desktop for review.

7.3 **Essential Elements of Agreements**

(See Attachment 7.1 for a sample memorandum of understanding. For a sample firefighting/search and rescue agreement, see Attachment 7.2. For a sample fundraising agreement, see the Reference Guide which is a part of Director's Order 21, Donations and Fundraising. All agreements should be prepared using the mandatory format contained in Chapter 7 of this handbook. All articles must be used in the agreement. When an article is not applicable, the words "Not applicable" should be inserted. Other agency documents or formats may be used when the NPS is not the document initiator, but all essential elements must be included.

Agreements must contain the following elements:

1. **Memorandum of Agreement Number** – The program office will generate a purchase request using the NPS document numbering system in Appendix A. The first letter of the number will be "R" for the purchase request. The second number will be your office's four-digit organizational code, followed by two digits for the current fiscal year, and a four-digit sequential number.

When the agreement is finalized, the office responsible for signature of the Agreement (either the program office or contracting office) will use the purchase request number and change the prefix to match the type of document negotiated (i.e., “G” for memoranda of agreement).

When the program office initiates a purchase request for a modification, the original purchase request number (i.e., R1101010099) will be used; however, the first digit of the sequential number will be dropped, and an alpha letter (i.e., “A”) added at the end (i.e., R110101099A). The alpha letter will indicate that it is a modification.

When the modification is finalized, a four-digit sequential number will be added to the end of the agreement number. The last digit will be the modification number (i.e., 0001, 0002, 0003).

Memorandum of Understanding and Other Agreement Numbers – A number is not required. However, if for tracking purposes, the program office elects to assign a number, use the procedures identified for a memorandum of agreement.

2. **Background and Objectives** – Summarize the background and objectives of the agreement.
3. **Legislative Authority** - Cite the legislative authority to use a memorandum of understanding or agreement.
4. **Statement of Work** - Include a statement of work that identifies the responsibilities and liabilities (if any) of each party. In the case of memoranda of agreement, include information pertaining to the receipt of funds. Also incorporate appropriate attachments.
5. **Term of Agreement** - The term of the agreement should not exceed five years unless justified in writing and reviewed by a solicitor. If the requirement still exists at the end of the five-year period, a new agreement should be initiated. Any longer term must be justified and requires solicitor review.
6. **Key Officials** - Include the name, address, telephone and facsimile numbers, and e-mail addresses for both the recipient and the NPS.
7. **Prior Approval** (if required)
8. **Reports and/or Other Deliverables**
9. **Property Utilization** (if any)
10. **Modification and Termination Clause**

11. **Standard Clauses** (in accordance with Attachment 7.3)
12. **Signature and Dates** - Both parties must sign and date.
13. **Award Information** – Effective October 1, 2002, all agreement information must be completed in Interior Department Electronic Acquisition System, Procurement Desktop (IDEAS-PD). You should also complete the “Agreement Information Sheet” (*Attachment 7.5*) and attach this form to your IDEAS-PD file. Instructions for use of IDEAS-PD for agreement information is contained in Appendix B. A copy of the agreement and the “Agreement Information Sheet” should be sent to the Accounting Operations Center only if unavailable electronically.

The following element is only required for memoranda of agreement or other agreements that involve receipt of funds:

Award and Reimbursement Information – State the amount of funds to be received and the type of disbursement (i.e., advance of funds or reimbursement), the account number(s) and appropriation symbol, frequency of payment(s), and the address for either the program or contracting office.

7.4 **Legal Review**

NPS agreement technical representatives are encouraged to consult with contracting officers, the Office of Policy, and the Office of the Solicitor whenever they have questions about the legal implications of their agreements (such as tort claim liability and rights and data issues). Solicitor’s office review is required for all fundraising agreements.

7.5 **Signature Requirements**

1. **Memoranda of Understanding**

A memorandum of understanding does not require the signature of a contracting officer. However, review by a contracting officer is strongly encouraged. The originating office must ensure that all other offices or program areas that will be affected by the memorandum of understanding have the opportunity to review and comment on a draft of the memorandum of understanding before it is executed. Those who require technical assistance in preparing memoranda of understanding may contact their support office or the Contracting and Procurement Program, WASO.

A memorandum of understanding may be signed by the NPS Director, deputy director, associate director, regional director, superintendent, service or administrative program center manager, and/or other designated NPS officials such as park superintendents and site managers. Agreements signed by the NPS Director or a regional director should be tracked with a copy in the contracting office responsible for the field area to prevent redundancy and overlap in such agreements. It is recommended that this type of agreement be signed at the lowest level possible, in accordance with the signature authorities identified in Chapter 9, Responsibilities.

A memorandum of understanding intended for signature by the NPS Director will be referred to the Office of Policy for review. Regional and associate directors may impose additional reviews and/or approval procedures for agreements within their jurisdiction.

(See Attachment 7.1 for a sample of memorandum of understanding.) If the entity that the NPS is partnering with has a prescribed format for their agreements, that format may be used provided the essential elements are included.

2. **Memoranda of Agreement**

A memorandum of agreement should be reviewed by a contracting officer and may be signed by a contracting officer in some instances. When the NPS is in receipt of funds, it is important that funds be spent in accordance with appropriation law. Copies of fully executed memoranda of agreement should be retained on file in the office responsible for issuance and signature of the document. The receipt of funds should be coordinated with your budget office, and a copy of the “Agreement Information Sheet” (*Attachment 7.5*) and any other supporting documents that are not available through Procurement Desktop should be sent to the Accounting Operations Center.

7.6 **Reporting Requirements**

If the agreement has Servicewide or regionwide impact, information pertaining to the agreement must be provided for inclusion in the NPS acquisition website. This website address is included in Appendix E.

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7.7 **Postaward Administration**

Each agreement should be administered in accordance with the awarded document. Guidance regarding modifications and closeout follow:

1. **Modifications**

Modifications can be issued for changes that fall within the original statement of work (i.e., delivery dates, change in quantity, annual funding, etc.). Changes to agreements that are outside of the original statement of work must be treated as new actions.

2. **Closeout**

Closeout of an agreement should occur when the NPS determines that all administrative actions and all required work have been completed by both parties. Agreement closeout is normally initiated by the program manager or agreements technical representative. Specific responsibilities are identified in Chapter 9.

3. **Retention Period**

Records on all agreements and modifications signed by a contracting officer must be retained for a minimum of six years and three months after final closeout of the agreement. Consultation with the Washington Administrative Program Center's Records Officer, (202) 354-1908, should occur after this period has expired or until a new Records Disposition Schedule is updated. The current Records Disposition Schedule is dated May 2003 and is still in the process of being revised. The May 2003 Disposition Schedule can be accessed at: <http://data2int.itc.nps.gov/wapc/records/nps19app-b.pdf>, under NPS-19, Appendix B (Rev. 5-03).

7.8 **Agreements Involving Fundraising**

Instructions regarding promotional and advertising activities may be obtained by contacting the NPS Partnership Office at (202) 208-5477. Instructions regarding agreements for fundraising campaigns are addressed in Director's Order 21, Donations and Fundraising, dated May 1, 2006, available on the Internet at: <http://www.nps.gov/policy/DOrders/DO21-reissue.html>

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A sample fundraising agreement is provided in the Reference Guide to Director's Order

21. Fundraising agreements must address the following issues:

1. **Manner in which funds would be raised by the donor** – The National Park Service must ensure that the donor or fundraiser does not engage in professionally unacceptable practices.
2. **Purpose for which donated funds, materials, etc. would be used by the NPS** - The National Park Service may accept donations only for purposes that are authorized by law and that are consistent with current plans and policies. For example, the NPS would not agree to a fundraising effort for a visitor center that was not identified in a park's general management plan as being necessary. Fundraisers who do not receive prior permission from the NPS to accept the funds that are raised run the risk of soliciting donations under false pretenses.
3. **Kind of "recognition" or acknowledgment that would be given to the donor by the NPS** - Some donors may intend for their donations to serve as a basis for promoting a commercial product or enterprise and expect an endorsement from the NPS; or they may want to have their donation memorialized with a permanent bronze plaque at a park visitor center. Unrealistic expectations of this sort should be terminated at the earliest opportunity and more appropriate forms of recognition proposed.
4. **Procedures for prior review by the NPS of materials that are produced by the donor for public distribution** – The NPS must ensure that printed or other media do not state or imply NPS endorsement of the donor, its products, or its enterprise; or give the impression that the NPS or a park unit has become commercialized. *(Refer to Attachment 7.4, "Memorandum from the Assistant Secretary Policy, Management, and Budget," dated March 4, 1992, on endorsements resulting from partnerships and outreach.)*

Agreements involving fundraising must be approved first by the Partnership Office, which then will coordinate approval with the Office of Policy and the Office of the Solicitor.

7.9 **Supplemental Agreements to Cooperating Association Agreements**

The cooperating association agreement contains a provision for the Service and the association to implement supplemental agreements for activities that are not covered by the standard agreement. Those activities must support the mission of the park and/or the Service and be compatible with the purposes for which the association was established. Activities that typically require supplemental agreements are fundraising campaigns and construction of permanent structures on NPS property. The operation of complex or unique programs by associations may also benefit from documentation in a supplemental agreement.

Supplemental agreements are particularly useful because they encourage both parties to reach agreement about how a program or activity will be conducted, and to what degree the association or the NPS will be involved, before the activity is implemented. Supplemental agreements also provide an important written record that can be useful when changes occur in either NPS or association personnel.

Examples of supplemental agreements may be obtained from the appropriate regional cooperating association coordinator or from the Servicewide Cooperating Association Coordinator. A supplemental agreement example is included in Attachment 7.6. Supplemental agreements should undergo review by the appropriate field solicitor and should be signed at the same level as the cooperating association agreement (i.e., association board chair or president, and regional director or NPS Director).

Park interpretive programs, both on-site and off-site, are an important NPS responsibility. Through the planning process and the preparation of management documents such as the strategic management plan and the comprehensive interpretive plan and its components, the Service identifies interpretive needs and chooses the best methods for meeting those needs.

There may be occasions when it is appropriate and desirable for an association to provide supplemental interpretive programs or activities, either on-site or off-site, to meet the needs of the park's overall interpretive efforts. Such supplemental programs are initiated by the NPS, and the Service shall direct all interpretive activities conducted and/or sponsored by an association. The cooperating association agreement and/or any associated supplemental agreements are the appropriate vehicles for specifying interpretive activities to be conducted by associations. All interpretive programs given by parks or associations must reflect documented park interpretive themes and objectives.

The superintendent must approve any fees to be charged for association-conducted interpretive activities or programs. Any proposed fee program requires a supplemental agreement to the cooperating association agreement.

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CURATORIAL SERVICES**

Agreement Number G1253060005

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**Memorandum of Understanding
between
The United States Department of the Interior
National Park Service
and the
Museum of Northern Arizona**

This Agreement is entered into by and between the National Park Service (hereinafter “NPS” or “Depositor”), United States Department of the Interior, acting through the Superintendent of the Flagstaff Area National Monuments, and the Museum of Northern Arizona (hereinafter “Museum” or “Repository”), a private museum located in Flagstaff, Arizona, acting through its **[insert name of official signing Agreement on behalf of Museum]**.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the standards, terms, and conditions under which the Museum will curate a federally owned archeological collection and use certain other federally owned personal property in its possession.

The Museum has in its possession a collection of archeological artifacts, specimens, and associated records (hereinafter referred to as “Collection”) produced by archeological expeditions that were sponsored by the Museum and that operated under federal permit on federally owned lands within Wupatki, Walnut Canyon, and Sunset Crater Volcano National Monuments.

The Collection is described in more detail in Attachment A, which is attached hereto and made a part of this Agreement.

The Collection is owned by the United States and is under the administrative jurisdiction of the NPS.

NPS wishes for the Museum to provide long-term curatorial services for the Collection.

The Museum, in keeping with its historic mission, wishes to continue to house and maintain the Collection and recognizes the benefits that will accrue to it, to the public, and to scientific interests by housing and maintaining the Collection for study and other educational purposes.

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The Museum also has in its possession other personal property owned by the United States, assigned to the NPS as the holding agency, and loaned to the Museum for the purpose of assisting the Museum in housing and maintaining the Collection (hereinafter referred to as “NPS personal property”).

The NPS personal property is described in more detail in Attachment B, which is attached hereto and made a part of this Agreement.

ARTICLE II - AUTHORITY

The authority for this Agreement is *16 U.S.C. §470a (1994)*, *16 U.S.C. §470dd (1994)*, and *36 CFR Part 79 (1999)*.

ARTICLE III – STATEMENT OF WORK

A. The Repository will:

1. Provide curatorial services for the Collection in accordance with the regulations found at *36 CFR Part 79* and the terms and conditions contained in Attachment C to this Agreement.
2. Promptly refer to the Depositor all requests from third parties (written and oral) for access to, or use of, the Collection (or any part thereof).
3. Promptly refer to the Depositor all requests (written and oral) for transfer or repatriation of the Collection (or any part thereof).
4. Not release to any third party any information relating to the nature, location, and character of the historic or prehistoric sites from which the Collection (or any part thereof) derives without obtaining the Depositor’s prior written permission.

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5. In conjunction with the Depositor and in accordance with *36 CFR §79.11*, inspect the repository facility at least once every three years and inspect and inventory the Collection and any NPS personal property in the Repository's possession at least once every three years. **[The regulation states that the inspections must be conducted "periodically." I think inspections every three years is reasonable, but if you want them to be annually or every two years, that's fine. If you change the frequency in this provision, also change it in Section III.B.3 below.]**
 6. If appropriate funding is received from the Depositor, accept from the Depositor such additions to the Collection as are mutually agreed upon and incorporate those additions into the Repository's curation system. The parties understand and agree that they must execute a separate Cooperative Agreement in order to obligate federal funds for this purpose.
 7. If appropriate funding is received from the Depositor, enter into the NPS curation system the required data for any uncatalogued artifacts in the Collection. The parties understand and agree that they must execute a separate Cooperative Agreement in order to obligate federal funds for this purpose.
 8. Maintain complete and accurate records of the Collection and NPS personal property in its possession, including information on the study, use, loan, and location of any part of the Collection which has been removed from the Repository's premises.
 9. Not sell, transfer, assign, pledge, encumber, repatriate, discard, or otherwise dispose of the Collection (or any part thereof) or any NPS personal property in its possession.
- B. The Depositor will:
1. In consultation with the Repository, promptly review and approve or deny all requests from third parties for access to, or use of, the Collection (or any part thereof).

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2. Provide the Repository with reasonable advance notice before requesting access to the collection for traditional use, research, educational, or management purposes.
3. In conjunction with the Repository and in accordance with *36 CFR §79.11*, inspect the repository facility at least once every three years and inspect and inventory the Collection and any NPS personal property in the Repository's possession at least once every three years.
4. Provide the Repository with two copies of publications, reports, and other documents prepared by Depository staff using the Collection (or any part thereof).
5. In accordance with applicable federal regulations, assist the Repository in obtaining federally owned personal property determined to be surplus property by the General Services Administration, and assist the Repository in obtaining museum storage and preservation equipment through other avenues, such as the NPS's Museum Collection and Preservation Protection Program.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Agreements Technical Representative
Flagstaff Area National Monuments
6400 North Highway 89
Flagstaff, Arizona 86004
E-mail: superintendent@nps.gov
Telephone: (520) 526-xxxx
Facsimile: (520) 526-xxxx

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2. **For the Museum:**
[Insert title of designated museum contact here.]

Museum of Northern Arizona
3101 North Fort Valley Road
Flagstaff, Arizona 86001
E-mail: contact_person@mna.com
Telephone: (520) 774-xxxx
Facsimile: (520) 774-xxxx

- B. **Communications** - The Museum will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS or the Museum may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – PRIOR APPROVAL

- A. Destructive analysis and other consumptive uses of the collection (or any part thereof) require the depositor's prior written approval.
- B. Access to human remains, associated funerary objects, unassociated funerary objects, sacred objects, and objects of cultural patrimony in the Collection, as those terms are defined in the *Native American Graves Protection and Repatriation Act, Pub. L. No. 101-601, 104 Stat. 3048*, codified primarily at *25 U.S.C. §3001-3013 (1994)*, other than for necessary management and protection, requires the Depositor's prior written approval.

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ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES

In accordance with *36 CFR Subsection 79.11(b)(9)*, within five days of the discovery of any loss or theft of, deterioration or damage to, or destruction of the Collection (or any part thereof) or any NPS personal property in the Repository’s possession, the Repository will provide the Depositor with a written notification of the circumstances surrounding the loss, theft, deterioration, damage, or destruction, and will report to the Depositor those actions taken to stabilize the Collection and to correct any deficiencies in the physical plant or operating procedures that may have contributed to the loss, theft, deterioration, damage, or destruction. Any actions that will involve the repair and restoration of the collection (or any part thereof) and any other NPS personal property in the repository’s possession must be approved in advance and in writing by the depositor.

ARTICLE VIII – PROPERTY UTILIZATION

- A. The Repository may exhibit, photograph, or otherwise reproduce, and nondestructively study the Collection (or any part thereof) on the Repository’s premises in accordance with the terms and conditions contained in Attachment C to this Agreement. All exhibits, reproductions, and studies will credit the Depositor as follows: “Courtesy of the National Park Service, United States Department of the Interior.” The Repository will provide the Depositor with two copies of publications, reports, and other documents prepared by Repository staff studying the Collection (or any part thereof). **[Please review carefully to make sure you’re comfortable with what the Museum may do to the Collection without requesting NPS approval.]**
- B. The Collection (or any part thereof) may be removed from the Repository’s premises for scientific, educational, or religious purposes only after obtaining the Depositor’s written permission and only in accordance with the regulations for the curation of federally owned and administered archeological collections (*36 CFR Part 79*), the terms and conditions contained in Attachment C to this Agreement, and other conditions that may be specified by the Repository to prevent breakage, deterioration, and contamination.
- C. NPS personal property in the Repository’s possession will be used and disposed of as set forth in NPS Property Management Regulations.

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ARTICLE IX – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.
- C. Upon termination of this Agreement the Repository will return the Collection and all NPS personal property in its possession to the destination directed by the Depositor in such a manner as to preclude breakage, loss, deterioration, and contamination during handling, packaging, and shipping, and in accordance with other conditions specified in writing by the Depositor. If the Repository terminates, or does not meet its obligations under this Agreement, then the Repository will fund the handling, packaging, and shipping costs. If the Depositor terminates this Agreement, then the Depositor will fund the handling, packaging, and shipping costs.

ARTICLE X – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The Repository will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the Repository's work product, or considers the Repository's work product to be superior to other products or services.

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C. Public Information Release

1. Public Information

- (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.
- (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
- (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

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2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

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ARTICLE XI – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE MUSEUM OF NORTHERN ARIZONA:

Signature: _____

Name: _____

Title: _____

Date: _____

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

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**Agreement
between
The United States Department of the Interior
National Park Service
and the
Town of Cheyenne, Oklahoma**

This Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Washita Battlefield National Historic Site (hereinafter “Park”), and the Town of Cheyenne, Oklahoma, acting through its Mayor.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires and in conducting search and rescue operations on lands within the Park’s boundaries, within the Town of Cheyenne, and in the immediate surrounding area.

Currently the NPS is primarily responsible for providing, through an Interagency Acquisition Agreement with the Forest Service, United States Department of Agriculture, fire prevention, detection, and suppression and for conducting search and rescue operations on federally owned land within the Park. The Cheyenne Fire Department is primarily responsible for providing fire prevention, detection, and suppression and for conducting search and rescue operations within the Town of Cheyenne and in the immediate surrounding area (including non-federally owned land within the Park’s boundaries).

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of *42 U.S.C. §1856a (1994)*.

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FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

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ARTICLE III – STATEMENT OF WORK

A. The NPS agrees to:

1. Furnish, when requested by the Cheyenne Fire Department, qualified, on-duty NPS employees to assist in the suppression of structural fires and wildfires and in search and rescue operations within the Town of Cheyenne or in the immediate surrounding area whenever the furnishing of such assistance does not seriously impact the conduct of Park business. For purposes of interpreting this Agreement, NPS employees are deemed to be “on duty” from 8:00 a.m. to 5:00 p.m., Monday through Friday. Authorized, on-duty NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls from the fire department.
2. Provide federal worker’s compensation coverage for authorized, on-duty NPS employees who respond to calls from the Cheyenne Fire Department.
3. Provide to the Cheyenne Fire Department an annual familiarization tour of the Park’s facilities, equipment, and access points.

B. The Town of Cheyenne agrees to:

1. Furnish, when requested by the NPS, available qualified personnel, fire equipment, and rescue equipment to assist in the suppression of structural fires and wildfires and in search and rescue operations on federally owned land within the Park.
2. Provide worker’s compensation coverage for qualified, off-duty NPS employees who are members of the Cheyenne Fire Department and who respond to calls from the fire department for assistance within the Town of Cheyenne or in the surrounding area.
3. Provide to the NPS an annual familiarization tour of the Cheyenne Fire Department’s facilities and equipment.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

C. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Each party will provide to the other party copies of current fire management plans for their areas of primary responsibility, including maps of areas involved and descriptions of special or extraordinary actions to be taken.
3. Only Minimum Impact Suppression Tactics will be used when fighting fires within the Park. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
4. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
5. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
7. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Agreement Technical Representative
Washita Battlefield National Historic Site
P.O. Box 890
Cheyenne, Oklahoma 73628
(580) 497-2742

2. **For the Town of Cheyenne, Oklahoma:**

Mayor
Town of Cheyenne
[Insert address and telephone number here.]

B. **Communications** - The City will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTIVLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

[If compensation is to be reciprocally provided, sample language follows and should be tailored to the specific agreement:]

The parties may choose to reimburse each other by mutual agreement. Billing and payment procedures should be outlined.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the Town of Cheyenne during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The Town of Cheyenne will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Town of Cheyenne represents. No release of information relating to this Agreement may state or imply that the Government approves of the Town of Cheyenne's work product or considers the Town of Cheyenne's work product to be superior to other products or services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: Superintendent _____

Washita Battlefield N.H.S. _____

Date: _____

FOR THE TOWN OF CHEYENNE, OKLAHOMA:

Signature: _____

Name: _____

Title: Mayor _____

Date: _____

STANDARD CLAUSES FOR AGREEMENTS

A. **Civil Rights**

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. **Promotions**

(Name of the other party) will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service or position which the (party) represents. No release of information relating to this Agreement may state or imply that the Government approves of the (party's) work product, or considers the (party's) work product to be superior to other products or services.

C. **Public Information Release**

1. **Public Information-** Use these provisions only with partners other than State and Local Governments. (*43 CFR §12.2(d) (2)*).

- (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.

STANDARD CLAUSES FOR AGREEMENTS

- (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

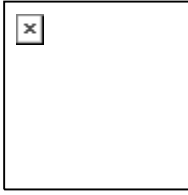
- (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
- (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publications of Results of Studies - Use this provision with all Agreements.

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

NOTE: FUNDRAISING AGREEMENTS CONTAIN ADDITIONAL CLAUSES (SEE THE REFERENCE GUIDE TO DIRECTOR'S ORDER 21)..

ENDORSEMENT RESULTING FROM PARTNERSHIP AND OUTREACH



United States Department of the Interior
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

March 4, 1992

Memorandum

To: Solicitor
 Assistant Secretaries
 Bureau Directors
 Office Directors

From: Assistant Secretary – Policy, Management and Budget /s/ John Schrote

Subject: Endorsements Resulting from Partnership and Outreach Agreements

The Secretary has determined that a new policy regarding endorsements is to be implemented Departmentwide. Implementation will involve use of mandatory language in partnership and outreach Agreements, such as Memoranda of Agreement (MOAs) and Memoranda of Understanding (MOUs), entered into with nongovernmental entities. It will also provide for Government approval of partners' public information releases that mention the Department in any way.

In the course of conducting its daily business, the Department frequently enters into partnership and outreach Agreements under which the nongovernmental parties contribute resources to promote agency programs, publicize agency activities, assist in fundraising, or provide other assistance to the Department. These Agreements are consistent with the Department's and the Administration's emphasis on public-private partnerships to achieve public purposes. However, this is not a risk-free area.

Specifically, there is concern about possible violations of Executive Order 12731 (October 17, 1990), which prohibits the use of public office for the private gain of anyone. This includes the individuals, corporations, or non-profit entities with which we enter into partnership and outreach arrangements. Our partners are often highly visible to the public because they use commercial advertising regularly. There is a risk that their promotional material might improperly imply official endorsement of a product, service, or position that the partner privately represents.

ENDORSEMENT RESULTING FROM PARTNERSHIP AND OUTREACH

There is a subtle difference between the legitimate dissemination of information to the public and the appearance of Governmental endorsement of a private interest. There is little published guidance and no case law relating to this subject, making these distinctions even more difficult. All the circumstances, individuals, and perceptions must be considered by trained ethics personnel.

Therefore, it is Departmental policy that all partnership and outreach Agreements with nongovernmental parties include a section which reads substantially as follows:

(Name of other party) shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the (party) represents. No release of information relating to this Agreement may state or imply that the Government approves of the (party's) work product, or considers the (party's) work product to be superior to other products or services.

(Party) must obtain prior Government approval from _____ for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

Existing Agreements do not need to be modified to incorporate this language. All requests for approval of a partner's information release must be coordinated with the local Ethics Officer and will be processed in a timely manner.

Similar requirements apply to contracts, grants, and Cooperative Agreements, but these are governed by separate regulations. This policy will be incorporated into the Departmental Manual in the future, but is nonetheless effective immediately.

Thank you for your cooperation.

cc: Bureau Deputy Ethics Counselors

AGREEMENT INFORMATION SHEET

Agreement Number: _____

Check One: New Agreement _____ Task Agreement _____ Modification _____

Project Title: _____

(Maximum 60 Characters)

Description of Deliverable (This block only needs to be filled out if a formal Agreement is not negotiated.) _____

Agreement Start Date: _____ Agreement End Date: _____

Partner Name, Address, Telephone Number, and E-Mail, including contact person: _____

BILLING INFORMATION FOR PARTNER TO BILL NPS

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____
(Check One) Annually _____ Other _____

Advance of Funds: Yes _____ No _____
Method of Billing: SF-270 _____ Bill For Collection _____

Taxpayer Identification Number (TIN): _____

Address to Send Bills: _____

(If Different from Above) _____

Contact Person, E-Mail, and Telephone Number _____

BILLING INFORMATION FOR NPS TO BILL RECIPIENT

Billings to be mailed by (Check One): AOC _____ Park _____ Region _____

References: _____ / _____

Their Account Number

Their Document Number

Reimbursable Amount Not to Exceed*: _____

*Advance payment is required.

Modification Amount: _____

Total Reimbursable Amount, including Modifications, Not To Exceed: _____

Amounts Above Include Overhead Charge of: _____

TO BE COMPLETED BY REGIONAL FINANCE OFFICE

Account Number: _____ Customer No: _____

Fund Code: _____ Activity Code: _____ BFY: _____

Account Number for Overhead Charges (If Different): _____

Park/Region Point of Contact: _____

SAMPLE SUPPLEMENTAL AGREEMENT

**Supplemental Agreement
To
Cooperating Association Agreement**

**Between
National Park Service
United States Department of the Interior**

And

Southwest Parks and Monuments Association

This Supplemental Agreement is entered into by the National Park Service (hereafter referred to as “the Service”) and the Southwest Parks and Monuments Association (hereafter referred to as “the Association”), under the provisions of the Cooperating Association Agreement, Article IV, Term of Agreement. Unless otherwise specified herein, the provisions of the Cooperating Association Agreement shall apply to this Supplemental Agreement.

This Supplemental Agreement to the Cooperating Association Agreement may be terminated or amended by modifications at any time by mutual concurrence of both parties. Modifications will be in writing and approved by the Service Contracting Officer and the authorized representative of the Association.

This supplemental agreement adds the following area of activity to support the mission of the Juan Bautista de Anza National Historic Trail (hereafter referred to as “Anza Trail”), administered by the Service, Pacific Great Basin Support Office, and furthers the purposes of the principal agreement:

ARTICLE III – STATEMENT OF WORK

The following is an additional item within Article III, Section (B):

“(22.) The Service and the Association have a mutual interest and benefit in activities that support the mission of the Anza Trail to provide interpretive and educational services to the public. Providing interpretation along the route of the Anza Trail about the significance of the Anza expeditions, and providing orientation to the auto route and associated sites is critical to the success of the Anza Trail’s interpretive mission.”

SAMPLE SUPPLEMENTAL AGREEMENT

The Association shall, upon request, and subject to the availability of funding and technical support from the Service:

1. Work with the NPS and consultants to review a broad spectrum of trail interpretive media and identify the most effective media to educate both the English- and Spanish-speaking public regarding the Anza Trail and use of the auto route to maximize appreciation of the Anza Trail.
2. Secure the professional help of a cartographer, writer, historian, graphic artist, photographer, translator, or others as required to produce an educational product which is historically accurate, professional in quality, helps the visitor understand and appreciate the Anza Trail relevant to Hispanic/Latino populations along the route as well as the general public, and can be produced in sufficient quantities to be distributed to multiple sites along the Trail.
3. Seek NPS review and comment on all aspects of the project and incorporate the input of NPS-selected historians and other Anza Trail experts in the final product.
4. Produce the final product in quantities to be distributed in large numbers to a minimum of fifty (50) NPS-approved outlets along the 1200-mile Anza Trail route.
5. Oversee production and distribution of the final product.

ARTICLE IV – TERM OF AGREEMENT

This Supplemental Agreement will be effective for a period of one year from the date of final signature.

ARTICLE V – KEY OFFICIALS

Meredith Kaplan, Superintendent of the Anza Trail, Pacific Great Basin Support Office, will serve as the Government Technical Representative to administer this Supplemental Agreement. Derek Gallagher, Director of Publications, Southwest Parks and Monuments Association, will serve as key staff for the Association.

ARTICLE VI – FINANCIAL ASSISTANCE

Subject to available funds, and subject to the continuation of the agreement authority granted to the Service under P.L. 104-134, the financial assistance provided to the Association by the Service is not to exceed \$40,700, to be charged against Account Number 8350-001N-576.

SAMPLE SUPPLEMENTAL AGREEMENT

ARTICLE VII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE SOUTHWEST PARKS AND MONUMENTS ASSOCIATION:

Signature: _____

Name: _____

Title: _____

Date: _____

******Articles in a supplemental agreement will generally include only applicable information. Therefore, there may be as few as five Articles, as shown in this sample, or the number necessary to make the agreement complete.**