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**Director's Order #21
Donations and Fundraising**

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Approved: _____

Director, National Park Service

Effective Date: _____

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1.0 Background and Purpose

1.1 Background. The National Park Service (NPS) recognizes private philanthropy as both a noble tradition of the national parks and a vital element of the Service's success. Some national parks exist only because motivated citizens contributed time, talent and funds to create them. Donated artifacts are found in visitor centers and museums across the nation. Because of philanthropy's crucial role, the NPS actively engages the help of park-oriented charities. The NPS enthusiastically welcomes them as partners in the stewardship of the federal estate entrusted to our care.

Donations come to the NPS from individuals, organizations, foundations, corporations, businesses, and other entities purely as expressions of support, in response to the donor's awareness of needs, or as a result of an organized fundraising campaign by others. Whatever the motivation, private sector funds and in-kind contributions enhance the ability of the NPS to carry out its programs and activities. The NPS appreciates the generosity of those who donate directly, and those who work through non-profit organizations and other authorized individuals or entities to raise funds for the benefit of the National Parks or programs. For the purposes of this policy, these organizations, individuals and entities are collectively referred to as "NPS partners".

This Order is directed at NPS employees and sets forth how they are to carry out their responsibilities with respect to donations. NPS has no authority to directly regulate fundraising or the donation activities of third parties. Nevertheless, where fundraising is conducted in the name of, or for the benefit of NPS, it is imperative that the integrity of the NPS mission and its donors be maintained.

Accordingly, NPS will only authorize fundraising activities for its benefit, and accept the donations from such fundraising, if:

- (a) A written agreement is entered between NPS and the fundraising organization consistent with this Order. This written agreement establishes the mutually acceptable terms with which both NPS and its fundraising partner are expected to comply;
- (b) The activities covered in the agreement are consistent with the goals, as well as the integrity, of NPS and the particular park programs involved;
- (c) The activities maintain the impartiality, in fact as well as appearance, of the NPS and its employees, and public confidence in the NPS, its programs and its employees.

1.2 Purpose. The purpose of this Director's Order is to:

- Conform to all applicable Department of Interior Policies;
- Set forth the Director's delegation of line and functional authority regarding donations;
- Establish roles and responsibilities for NPS employees working with donors, potential donors, and fundraising partners;
- Identify plans and agreements relating to philanthropic activities and explain when, how, and why they are used;
- Establish criteria for acceptance of donations; and
- Provide general guidance on appropriate forms of donor recognition.

This Director's Order is to be used by NPS employees in tandem with the *Reference Guide to Donations and Fundraising (Reference Guide)*, which is intended to assist managers in understanding and complying with this Director's Order. Neither this Director's Order nor the *Reference Guide* is intended to provide instructions on how to successfully raise funds. There is no "one size fits all" approach to working effectively with NPS partners. This Order prescribes different levels of authority and approval depending on the scope of the activity.

This Director's Order is intended only to improve the internal management of the NPS. It is not

intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the United States, its departments, agencies, instrumentalities or entities, its officers or employees, or any other person.

For purposes of this Order, the term "donation" includes "gifts" and refers to something of value received from an outside source without consideration or an exchange of value. Funds or other items received as a result of a competitively awarded grant from a foundation are also covered by the term "donation".

1.3 Related Sources of Guidance. Related sources of guidance are identified in Section 1.3 of the *Reference Guide* (Related Sources of Guidance).

1.4 Activities not Subject to this Order. The following activities are not subject to this order:

- (a) Services of individual volunteers or groups of volunteers, e.g., a Girl Scout troop, under a bureau's volunteer acceptance authorities (however, this Order applies to statutorily-authorized donation of "services," which entail an entity assuming full responsibility for completing a task for the NPS without NPS supervision).
- (b) Contributions in the nature of a person's or an entity's share of costs where there is independent authority for such cost sharing, e.g., challenge cost-share programs where the partner does not engage in public fundraising
- (c) Moneys received as fees for services.
- (d) Reports or analyses prepared or paid by outside parties, or funds received by the NPS for such purposes, pursuant to appropriate authorities, e.g. a NEPA analysis funded by an applicant.
- (e) Donations of official travel covered by 31 U.S.C. § 1353 for attendance at a meeting or similar function.
- (f) Donations associated with the exercise of NPS's regulatory authorities, such as where mitigation measures involve the donation of interests in land to be used by the NPS for conservation purposes.
- (g) Gifts to individual employees that are separately governed by the Government-wide Standards of Ethical Conduct at 5 CFR Part 2635.

2.0 Authorities and Constraints

2.1 NPS Authority to Accept Donations. The authority for issuing this Director's Order is contained in the NPS Organic Act (16 U.S.C. §§1-4). General authority to accept donations is found in 16 U.S.C. § 6, which expressly authorizes NPS to accept donations for purposes of the National Park System. Various additional authorities to accept donations exist. See, for example, the NPS authorities contained in the *Partnership Legal Primer* (www.doi.gov/partnerships/partnership_legal_framework.html)

The NPS may accept donations from individuals, organizations, foundations, corporations, businesses, associations and other entities. Depending on the authorizing statute, NPS may accept donations of securities (common stocks, preferred stocks, bonds), real property (land and improvements), or interests in real property (easements), facilities, and in-kind goods or services. For information on whether a particular donation should be accepted or further information on authorities and constraints see Section 6.1 (Considering Donations) of this Director's Order and Section 1.3 of the *Reference Guide*.

2.2 NPS Authority to Solicit Donations. The Department of Justice has determined that statutory language, similar to 16 U.S.C. § 6 authorizing acceptance of donations, also implicitly authorizes the solicitation of donations. The term "solicitation" means any request to a non-federal entity, group or individual seeking donations to be made directly or indirectly to the NPS in support of its programs.

NPS employees may only engage in solicitations of outside sources when authorized in writing by one

of the officials named in Section 4.2 (Delegations of Authority to Solicit Donations) and the proposed authorization has been approved by the Senior Manager and the Office of Solicitor. That authorization must delineate the scope of the authorized solicitations, including the means and methods that may be employed, the timeframe, permissible entities that may be solicited and any restrictions on the solicitation activity.

2.3 Employee Representations. Employees who solicit, encourage, or support fundraising activities may not portray Congress, the Department, or their bureau as having failed to meet their responsibilities. Furthermore, authorized employees must ensure, consistent with anti-lobbying provisions such as 18 U.S.C. § 1913, that they do not make any statement or take any action that may be construed as encouraging any contact of a government official to influence them in any way.

2.4 Congressionally Authorized Fundraising Organization. Congress occasionally authorizes the creation of non-profit park partners in legislation. In 1967, Congress, in the National Park Foundation Act, chartered the National Park Foundation as the official national, non-profit fundraising partner of the National Park Service. In addition to the National Park Foundation, Congress has authorized several other entities as fundraising organizations for specific units and programs of the National Park System. Unless otherwise specified herein, the provisions of this Order apply equally to NPS dealings with all of its partners regardless of how they were created.

3.0 Policies and Considerations

3.1 Ethical Considerations. The actions of NPS employees are governed by ethics regulations, which generally prohibit federal employees from using their official title, position, or any authority associated with their public office to endorse private activities such as private fundraising efforts.

Specifically, NPS employees must not use their positions in ways that imply an endorsement of a business, product or service. However, this prohibition does not apply to endorsing those specific activities conducted jointly under the terms of written agreements between NPS and its partners.

The NPS may accept funds donated from organizations in which an NPS employee is an officer or Director (including ex-officio positions) or is otherwise engaged in a leadership role with the organization only when the arrangement has been reviewed and approved by the Departmental Ethics Officer.

3.2 Matching Funds/Challenges. The NPS may be able to use donated or appropriated funds as a match for donations from outside sources. Under written agreements approved by the Solicitor's Office, NPS may approve the use of these funds as the basis for a "challenge" issued by an authorized non-profit fundraising partner to its donors. All literature associated with this match must also be approved by the appropriate NPS Regional Director or Program Manager. The description of the project or program to be funded may not portray either Congress or the NPS as having failed to meet their responsibilities to fund the National Park System.

The NPS will not accept donations that impose an open-ended fundraising "challenge" to match the donation, or that would obligate such funds in advance of an appropriation.

3.3 Accountability for Donations. All monetary donations received directly by the NPS must be deposited in a donation account and must be accounted for and disbursed using the same standards and procedures as monies appropriated by Congress. The individual park's administrative officer or the

regional or NPS comptroller can provide additional guidance.

All non-monetary donations accepted by the park or program must be accounted for under the same standards and procedures used to account for other similar government property (see Director's Order 44 on Personal Property Management or Director's Order 25 on Land Acquisition). Donations of property (e.g. stocks, bonds, or artwork not intended for display or use in or by the park or program) should be directed to an authorized non-profit partner who can sell the items and subsequently donate the proceeds to NPS for the purpose intended by the original donor.

3.4 Annual Reporting Requirements. Each park or program that receives donations must submit an annual report, through the appropriate Deputy, Associate or Regional Directors to the National Partnership Office, detailing the amount as well as any in-kind donations received. At a minimum, for any donation exceeding \$1,000 -- whether cash or in-kind, such reporting must identify the source, the date and the amount of the donation. Additional information on the content, format, timing and other requirements for this report will be provided by the National Partnership Office.

4.0 Delegations of Authority

The following sections describe the authorities reserved to the Director and those delegated in the policy areas of this Order: soliciting donations, accepting donations, authorizing fundraising and authorizing corporate campaigns.

4.1 Functional Management and Day-to-Day Implementation. The authority for the implementation and oversight of this Order is delegated to the Associate Director for Partnerships, Interpretation and Education, Volunteers, Outdoor Recreation who is designated as the Senior Manager for matters related to donations and fundraising in the National Park Service. This authority includes:

- (a) Establishing and implementing necessary policies, procedures and standards as specified in this Order;
- (b) Managing, on a day-to-day basis, the NPS relationship with the National Park Foundation; and
- (c) Monitoring compliance with this Order.

Unless specifically reserved elsewhere in this Order, the day-to-day responsibility for implementation of the policies and standards set forth in this Order is delegated to the Chief of the National Partnership Office (NPO).

4.2 Delegations of Authority to Solicit Donations. The authority for soliciting donations is delegated to the Deputy Directors, Associate Directors and Regional Directors. This authority may only be re-delegated by these officials in a written document subject to approval by the Senior Manager and the Office of Solicitor that delineates the scope of authorized solicitations, the means and methods that may be employed, the timeframes, permissible entities that may be solicited and any appropriate restrictions on the solicitation activities. Such delegation may be contained in a written fundraising agreement with partners.

4.3 Reservations and Delegations of Authority to Accept Donations. The following reservations and delegations relate to the acceptance of donations (See Section 6.1 (Considering Donations) and Section 4.4 (Reservations and Delegations of Authority to Authorize Fundraising and Corporate Campaigns)). For purposes of this section, these limits relate to either single donations or a series of related donations from a single entity, i.e. a pledge paid in installments. All donations of \$50,000 or more must be vetted in accordance with Section 6.1.3 (Vetting Potential Donors) of this Order.

- (a) The Director reserves the authority to *accept, or authorize the acceptance* through the approval of individual fundraising agreements, donations of \$1 million or more offered to a park either directly, or through a park partner when the donation will be granted to a park.

The Director may delegate the authority to accept donations of \$1 million or more in the context of an approved fundraising effort where this request is made as part of the authorization of the fundraising effort.

- (b) The Deputy Directors, Associate Directors and the Comptroller are delegated the authority to *accept or authorize the acceptance* of donations offered directly, or to be passed through an NPS partner, to NPS under \$1 million offered to NPS through its program directorates (such as Cultural or Natural Resources) or to program areas or offices within a directorate (such as the National Center for Cultural Resources). The Associate Director may re-delegate this authority to approve and accept the donation to a senior program or office manager as appropriate.
- (c) Regional Directors are delegated the authority to *accept or authorize the acceptance* of donations under \$1 million offered directly to a park or offered to an NPS partner for the NPS. The Regional Director may re-delegate this or more limited authority to accept such donations to a park superintendent or program manager.

Subsequent references in this Order to a bureau senior manager refers to any of the officials at the Regional Director level or above who are specifically identified in this section. Subsequent references to authorized employees in this Order refer to those employees with delegated authority to accept gifts.

4.4 Reservations and Delegations of Authority to Authorize Fundraising and Corporate Campaigns. The following reservations and delegations relate to the authorization of fundraising and corporate campaigns see Section 6.1 (Considering Donations) and Section 7 (Cause-related Corporate Campaigns).

- (a) The Director reserves the authority to authorize agreements relating to fundraising activities by NPS partners that will benefit the NPS if the activities either:
 - i. Have a goal of \$1 million or more;
 - ii. Involve national or international solicitations;
 - iii. Involve construction projects where costs are estimated to exceed \$1 million;
 - or
 - iv. Involve corporate campaigns of national or international significance.
- (b) Deputy Directors, Associate Directors and Regional Directors are delegated the authority to *authorize agreements relating to fundraising activities* on behalf of the NPS not subject to the reservations in Section 4.3(a) (Reservations and Delegations of Authority to Accept Donations). This includes authorizing corporate campaigns with a partner as described in Section 7.2 (Cause-Related Corporate Campaigns). If the campaign is likely to generate significant controversy, the delegated official shall consult with the Director prior to approving the campaign.

5.0 Roles and Responsibilities

Fundraising to support parks is typically undertaken by long-standing, park support groups such as friends groups. Friends groups are non-profit organizations that are generally formed under state law and must comply with state and federal requirements for charitable fundraising. Individuals, businesses, or groups such as local service organizations, clubs, schools, etc. that don't necessarily have an ongoing relationship with NPS may also, from time to time, be authorized to undertake fundraising activities for the benefit of the NPS.

The NPS values the commitment of its non-profit partners and their many contributions to the NPS and the National Park System. It is the policy of the NPS to work primarily through its partners for fundraising. NPS employees are expected to develop and maintain professional relationships with these partners based on mutual understanding of the goals and functions of both parties and, when required,

appropriate written agreements.

As stated previously in this Order, the NPS does not directly regulate fundraising activities by our partners. However, the NPS cannot support fundraising conducted in its name unless the activities are consistent with the requirements of this Order. Any authorized fundraising must be consistent with NPS mission and goals. Accordingly, a written agreement must be executed prior to any fundraising that explicitly states or implies that the fundraising is authorized or for the benefit of the NPS, its programs, or the National Park System generally. Absent such an agreement, NPS will not accept any resulting donations.

5.1 National Park Service. In general, authorized NPS employees:

- (a) May identify projects, programs, or objectives that are appropriate for private sector support and may describe NPS needs or how donations will be used to potential donors and the public;
- (b) May solicit donations consistent with the provisions of Section 2.2 (NPS Authority to Solicit Donations) of this Order;
- (c) May authorize the non-intrusive display and distribution of materials in parks to educate visitors about an authorized fundraising partnership or activity;
- (d) May provide information, where appropriate, regarding their ability to accept donations in support of their programs;
- (e) May develop lists of programs or activities that the NPS could undertake with donated support, and disclose these in interactions with others;
- (f) May enter into by written agreements with specific NPS partners regarding fundraising for the benefit of a park or project;
- (g) Must recognize donors consistent with Section 10 (Donor Recognition) of this Order;
- (h) Must respond in a timely manner to all offers of donations, either accepting or declining the donation consistent with Section 6 (Considering Donations);
- (i) Must review and approve all fundraising related informational materials prior to their distribution;
- (j) Must monitor the authorized partner's fundraising activities;
- (k) Must ensure accountability for donations received by the NPS;
- (l) Must ensure that fundraising proposed for construction projects is in compliance with the Partnership Construction Process (see Sections 9 (Partnership Construction Projects) of this Order and the *Reference Guide* and www.nps.gov/partnerships/capital_campaigns.htm for additional information) as well as that the project complies with all applicable laws and regulations, such as the National Environmental Policy Act, Section 7 of the Endangered Species Act, and Section 106 of the National Historic Preservation Act;
- (m) Must consider, in advance of entering into a fundraising agreement or accepting a donation, the costs and any other operational implications that would result, e.g. operation and maintenance of a science center;
- (n) May apply for competitively awarded grants from foundations and for grants or similar assistance from non-federal governmental entities, in response to a grant request solicitation, in the regularly scheduled grant cycle, or to an organization that accepts unsolicited grant applications or proposals subject to Section 6.1.3 (Vetting Potential Donors);
- (o) May recruit and utilize the services of volunteers;
- (p) May, consistent with this Order and other applicable NPS policies, enter into written agreements with partners to undertake specific fundraising activities to include solicitation and acceptance of donations on behalf of or to benefit the NPS;
- (q) May support, or encourage third parties to create park support groups such as "friends" groups whose purposes include raising funds for the benefit of the NPS;
- (r) May ask existing park support groups for assistance for particular purposes where additional fundraising activity is neither necessary nor contemplated;
- (s) May seek help from non-profit organizations in acquiring and donating in- holdings or other property to the NPS;

- (t) May assign an NPS official to serve as advisor or liaison to cooperating associations, friends groups, or other partner organizations authorized to raise funds for the benefit of the NPS; and
- (u) Must ensure that fundraising agreements comply with NPS goals, policies and plans.

5.2 Fundraising Partners

In general, an NPS fundraising partner:

- (a) May work with a park or other NPS organizational unit to engage the public in private philanthropy to benefit park programs;
- (b) Must ensure that all fundraising is conducted in accordance with a written fundraising agreement;
- (c) May describe NPS identified needs to potential donors and the public;
- (d) May hold and manage an endowment for the benefit of park programs when authorized consistent with Section 8.7 (Endowments) of this Order;
- (e) Must send all fundraising and other informational materials referring to the NPS and or the approved fundraising project to the NPS for advance review and approval;
- (f) Must work with NPS to ensure that fundraising proposed for construction projects is consistent with the Sections 9 (Construction – Partnership Construction Process) of this Order and the *Reference Guide* for additional information;
- (g) Should work with the park unit to put in place an appropriate donor recognition program consistent with Section 10 (Donor Recognition) of this Order.
- (h) Should to elicit the information listed in Section 6.1.3. (Vetting Potential Donors) of this Order to enable examination of potential donors.

6.0 Donations

6.1 Considering Donations The support received through donations is very important to the successful accomplishment of the NPS mission, but the donations must be made in a legally and ethically appropriate manner. Donation acceptance issues arise in a wide variety of contexts, rarely lending themselves to bright-line distinctions or rules. Accordingly, authorized employees must consider all relevant factors when determining whether to accept a donation, including the value and purposes of the donation, as well as the nature and interests of the donor. Examples of relevant factors to be considered are identified in Section 6.1.1 below. This list is neither intended to be exclusive nor to imply that any one of these factors absolutely requires acceptance or declination of a donation, but rather to illustrate what to consider when making donation-related decisions. The authorized employee should weigh the totality of the circumstances from the perspective of a reasonable person with knowledge of the relevant facts.

6.1.1 Maintaining the Integrity and Impartiality of, and Public Confidence, in NPS and Department.

Before accepting, utilizing, recognizing or soliciting donations, an employee authorized to accept or solicit donations must determine that the totality of the circumstances surrounding the potential donation:

- (a) Maintains the integrity of NPS and the Department of the Interior's programs and operations:
 - The donation is not, or does not appear (such as by its size or circumstances) to be, an attempt to influence the exercise of any regulatory or other authority of NPS or the Department with respect to the donor.
 - The donation meets an actual need of the NPS and would not require NPS to assume funding commitments it is unprepared or unable to accept.
 - The donation and any conditions thereto are consistent with, and do not otherwise

circumvent, law, regulation, NPS policy, park planning documents and authorized park purposes.

- The NPS is able to properly utilize or manage any donated real or personal property within policy, programmatic, and management goals.
- The donation will not be used by the donor to state or imply NPS endorsement of the donor or the donor's product or services.
- The donation involves personnel or provides funding to hire personnel, provided that the donated or funded personnel do not make or inappropriately influence the merits of a NPS decision.

(b) Maintains the impartiality, and appearance of impartiality, of NPS and the Department of the Interior, and of NPS and Departmental employees:

- The proposed donation is made to a program or made in an amount that would not influence or appear to influence any significant pending NPS or Department decision or action involving the donor's interests.
- There is neither an actual nor an implied commitment to take an action favorable to the donor in exchange for the donation.
- The donor will not obtain or appear to obtain special treatment in dealing with the NPS, the Department, or any of its other bureaus.

(c) Maintains public confidence in the NPS, the Department and their programs and employees.

- Acceptance would not likely result in public controversy.
- The donation comes only with conditions that are consistent with the NPS' program and policy goals.
- The donation consists of only appropriate goods or services.
- The proposed donor has no known significant recent history of violations, whether criminal or civil in nature (revealed by the evaluation process described in Section 6.1.3. Vetting Potential Donors).

6.1.2 Acceptance of Donations Through Non-Profit NPS Partners. In many instances, a donor provides a donation directly to a non-profit entity or partner of the NPS, with the non-profit entity or partner subsequently making the donation to NPS. The manner in which these donations are accomplished is among the totality of the circumstances to be considered when deciding whether to accept a donation. Specifically, the nature of the relationships between the original donor, the non-profit entity and the NPS should be considered in the NPS's decision to accept the donation. For example, where a nonprofit arranges a donation without any involvement from the NPS, acceptance of the donation might or might not give rise to an appearance of a loss of integrity or impartiality, or otherwise reduce public confidence in the NPS or the Department. However, in instances where appearance concerns persist, the NPS reserves the right to decline the specific donation.

6.1.3 Vetting Potential Donors. In order to determine whether the acceptance of a proposed donation is appropriate, each employee authorized to accept donations is responsible for gathering sufficient information about a prospective donor and the proffered donation to enable him or her to fully evaluate the totality of the circumstances surrounding a donation proposal.

The level of information and verification needed will vary depending on the nature and size of the donation, but should ensure that decisions to accept donations can be measured against the policy

principles of Section 6.1.1: to maintain the integrity of, impartiality of, and public confidence in NPS and the Department.

Individual contributions of \$2500 or less will not require vetting by NPS employees unless the authorized employee believes a particular donation requires additional consideration with respect to the objectives identified in Section 6.1.1.

When applicable, the process for vetting prospective donors should include a method to elicit pertinent information such as:

- (a) Whether the donor or its officers or directors is involved in litigation or other disputes with the NPS or the Department;
- (b) Whether the donor is seeking a permit from the NPS, or is otherwise engaged in any type of business relationship with the NPS or the Department;
- (c) Whether the donor has been debarred (or presently in a debarment proceeding) from contracting with NPS, the Department or another government agency; and
- (d) Whether the donation is connected to corporate marketing, see section 7 (Cause-Related Corporate Campaigns) for information on considering corporate marketing proposals.
- (e) The size of the donation.
- (f) Whether the donation is a singular event or part of a series of donations.

These minimum requirements shall be met as part of the vetting process to assure that high-value donations to the NPS are properly evaluated:

- (a) For any donation valued at \$50,000 or more, the authorized employee must perform a thorough internet search to determine whether any publicly available information exists that would raise concerns about the propriety of accepting the donation. The NPS will develop standard guidance based on that prepared by the Assistant Secretary of the Interior for Policy Management and Budget for conducting such internet searches.
- (b) For any donation valued at \$100,000 or more, and for all donations of real property, the authorized employee shall refer the proposed donation to the NPS National Partnership Office for coordination with the Land Resources Division, Office of the Solicitor and the vetting points of contact in the other bureaus.
- (c) For any donation valued at \$250,000 or more, the authorized employee shall in addition to the action and referrals noted above, refer the proposed donation to the NPS National Partnership Office who shall seek the assistance of the Office of Inspector General (OIG) for the purpose of vetting through their existing information systems.

Once the information is gathered, the NPS may then determine whether the circumstances justify declining a particular donation.

Additionally, the following potential donations must also be vetted by the Chief of the NPS National Partnership Office for subsequent referral to the Director for approval:

- (a) Donations, regardless of amount, from entities that are national or international in scope or any subsidiary of such an entity;
- (b) Single donations or a series of related donations, i.e. a pledge paid in installments by the same donor, valued at over \$1 million;
- (c) Donations that raise significant concerns based on the criteria identified Section 6.1.1. (Maintaining the Integrity and Impartiality of, and Public Confidence, in NPS and Department);
- (d) Donations proposed by corporations or other business interests that result in or seek to include marketing, promotions, or other advertising opportunities.

Authorized officials should also consult with the Office of Solicitor and appropriate NPS or Departmental ethics officials as appropriate.

6.1.4 Acceptance of Donations from Donors Involved in Litigation The NPS generally will not accept a gift from a donor involved in litigation with the Department or its bureaus because it may appear that the donor is attempting to influence the handling or outcome of the litigation. There may be circumstances, however, in which the litigation is sufficiently removed from the context of the proposed donation as to not create the appearance of an attempt to influence the litigation. These circumstances, for example, may exist when a donor proposes a donation to the NPS that is clearly unrelated to the litigation with another bureau and in an amount that is not significant enough to appear to have any effect on the litigation. Accordingly, all donations offered by a donor involved in litigation must be closely scrutinized. The NPS senior manager must approve any such donation.

6.2 Use of Donations. Donations may be used to fund any NPS activity for which appropriated funds could normally be used, subject to the following:

- (a) Donations to the NPS may only fund salaries of:
 - i. Term or temporary NPS employees;
 - ii. Permanent NPS employees directly engaged in a capital improvement project that is being funded with donations. This applies only to employees who normally charge their time to project accounts, such as NPS planners, architects, landscape architects, exhibit specialists, and construction supervisors; and
 - iii. Permanent NPS employees through an endowment established with the written approval of the NPS and for which the payment of such salaries is a specifically stated purpose.

NPS employees may not directly accept a donation in the form of salary or other compensation.

- (b) Donations will not be used to begin construction or other NPS projects or programs, where there are not sufficient appropriated and/or donated funds in hand to ensure the short-and-long-term viability of the project.
- (c) Donated funds and/or services may pay the cost of NPS-conducted or authorized plans or studies provided that standard planning/study procedures and the requirements of the Partnership Construction Process (Chapter 9) are followed. Research projects, books, mapping, exhibits, films and all other projects that are funded by donations which require planning and design must receive the same reviews and approvals as similar projects using only appropriated funds.
- (d) Donations may be designated for an endowment to cover specific future costs associated with the acceptance of a donation, or general long-term park or program needs. See Section 8.6 (Endowments) of this Director's Order.

6.3 In-Park Solicitation. NPS employees may assist park visitors who seek information on how to make a donation to the park or the NPS.

The NPS may provide opportunities for visitors to choose to receive information about authorized NPS fundraising partners and their activities through displays containing written information about the partnerships, visitor comment books, commonly used NPS forms such as permit applications, or backcountry or campground registrations, and through park newspapers. However, direct personal

solicitation of park visitors is not permitted unless specifically authorized by the Director.

6.3.1 Donation Boxes. Donation boxes may be installed on park property by either the NPS or by an authorized NPS fundraising partner provided that 100% of the donations or collections go to the NPS.

All donation boxes must clearly advise the public how the park will use the money. Without this information, monies collected in a donation box must be considered miscellaneous receipts to the U.S. Treasury. Donation boxes may recognize the role of an NPS partner in maintaining the box under its agreement with the park.

NPS donation boxes may be placed only on NPS property or on property jointly administered by, or for the benefit of, the NPS. Funds received from NPS donation boxes on jointly administered property (for example, joint visitor centers, heritage areas, or leased facilities outside of parks) must be accounted for in the same manner as those located on NPS-controlled property, see Section 3.4 (Funds Accountability) for additional information. The proceeds from such joint donation boxes will be allocated based on a formula agreed to in written agreements by those entities.

NPS fundraising partner donation boxes must be authorized pursuant to a written agreement with NPS, see Section 6.3.1 of the *Reference Guide* for an example. This authorization may be included as part of the agreement establishing the partnership.

6.3.2 Displays and Fundraising Activity Information. Park managers may allow the non-intrusive display or distribution of materials in parks to educate visitors about an authorized fundraising partnership or activity. The material must identify the NPS fundraising partner and inform visitors how they may receive additional information. Donor envelopes may be included with these informational materials as well as architectural drawings, models, graphics or other information.

It is permissible to authorize links from park websites to partner websites that provide opportunities to make electronic donations provided that such linkages conform to Departmental information technology management and security policies, including those pertaining to web sites and are permissible under the written agreement.

6.3.3 In-Park Events. Requests from NPS partners to use park facilities for authorized fundraising activities or donor cultivation events are subject to the same review and approval procedures applicable to any other non-NPS user as well as the provisions of this order. (See also 36 CFR, 2.50-2.51 and Section 10.7 (Special Events) of this Order and DO 53).

6.3.4 Guest Donation Program. The Guest Donation Program initially authorized national park concessionaires to offer guests the opportunity to make a donation through the National Park Foundation of \$1 or more per day to support the national park they were visiting. The Guest Donation Program has since been expanded to non-lodging activities.

Funds donated through this program are initially deposited to a restricted account at the National Park Foundation for the benefit of the park in which the funds are collected. If an authorized partner organization has signed a partnership agreement with the park, at the Superintendent's request the funds are then transferred to the support group for its work on behalf of the park. Use of funds from this account must be approved by the board of the local park support group with the concurrence of the park superintendent. If there is no partnership agreement with a local non-profit park support group, use of funds from this account must be approved by the Grants and Programs Committee of the NPF Board with the concurrence of the superintendent. In all cases, however, the superintendent makes the ultimate decision on how the funds will be used for the benefit of the park. Program guidelines can be found in Section 6.3.4 of the *Reference Guide*.

6.4 Donations of Land. The NPS often receives offers of donations of interests in lands and buildings. In addition to the other requirements of this Order with respect to donations, the approval of the Land Resource Division is required before such donations may be accepted.

6.5 Name Capture for Fundraising Purposes. Visitor names, such as from permit applications or backcountry or campground registrations, *may not* be given to or used by any third party, except as required to be released under the Freedom of Information Act. However, park partners, with park superintendent approval, may solicit park visitors for consent to use their names under the Service-wide *Park Steward* program. See the *Reference Guide* for Additional Information.

6.6 Other. For issues not addressed in this order or in the reference guide the National Partnership Office shall be consulted for necessary guidance.

7.0 Cause-Related Corporate Campaigns

For purposes of this Order, cause-related marketing campaigns ("corporate campaigns") are designed to associate the interests of corporations with the mission and goals of the NPS. These marketing campaigns promote corporate goodwill while providing resources for the NPS to carry out its mission. Cause-related programs differ from philanthropic donations in their use of paid media and marketing activities. Corporate philanthropic donations are often made through their related foundations.

This section provides a framework for NPS entering into corporate campaign agreements. Corporate campaigns must be conducted with high standards that maintain the integrity of the National Park Service and its partners. A corporate campaign is the means by which support provided to the National Park Service is linked to the corporation's marketing strategies. All corporate campaigns authorized by NPS are subject to the following:

- (a) The corporate campaign is consistent with the purpose, mission and goals of the National Park Service as well as applicable laws, regulations and policies;
- (b) Marketing or advertising activities associated with a corporate campaign do not state or imply an endorsement by NPS of any business, product or service;
- (c) A written agreement between the NPS, a park support organization and a corporate partner is executed prior to initiation of corporate campaign activities;
- (d) The corporate campaign agreement conforms to the provisions relating to donations and fundraising agreements of this Order and the accompanying Reference Guide;
- (e) The criteria used to approve corporate campaign agreements are the same as those used to approve fundraising campaigns;
- (f) The corporate campaign agreement is approved by the Director or the appropriate designee after review by the Office of the Solicitor; and
- (g) Advertising or solicitation for corporate campaigns involving the promotion of specific brands, products, services or enterprises of a corporate partner or associated entity will not be conducted within national park units in order to maintain NPS's long-standing policy that parks be free of commercialism.

7.1 Corporate Campaign Agreements Undertaken in Association with the National Park Foundation In 1967, Congress established the National Park Foundation providing, in relevant part, that:

In order to encourage private gifts . . . for the benefit of the National Park Service . . . to further the conservation of natural, scenic, historic, scientific, educational, inspirational or recreational resources for future generations of Americans, there is . . . established . . . the National Park Foundation to accept and administer such gifts

The National Park Foundation is the only organization chartered by Congress to accept and receive gifts or donations for the NPS on a Service-wide basis. With the approval of the Director, the National Park Foundation has created a program authorizing a limited number of corporate partners who provide a significant level of support to NPS to be identified as "Proud Partners of America's National Parks." The Proud Partner Program is subject to the requirements set forth in the General Agreement between NPS and the National Park Foundation, dated February 28, 2005. In addition to the Proud Partner Program, the Foundation may enter into other corporate campaigns on the same basis as other park partners.

Proud Partners have the opportunity to inform the public through national or international marketing activities that they are assisting the Foundation and the NPS in meeting the needs of the National Park System. NPF operates the Proud Partner program based on "exclusivity" in that, once a Proud Partner agreement is executed, no other nationwide corporate campaign agreements may be executed for corporate partnerships in the specified Proud Partner's business, product or service category. All Proud Partner agreements nevertheless must contain an acknowledgment that no recourse may be sought against any agency or employee of the United States, an NPS partnership organization or its contributors in the event of a failure to maintain the intended exclusivity.

Upon execution of a Proud Partner Agreement, the Director will notify all park managers of the new Proud Partner, the purposes set forth in the Proud Partner agreement, the category of corporate or business donor affected and the effective dates of the agreement.

7.2 Corporate Campaign Activities with Partners Other than the National Park Foundation.

Generally, individual parks may not enter into corporate campaign agreements that could be viewed as national or international in scope. When individual park units are approached with a state, regional, national or international corporate campaign proposal, the NPO must be contacted to determine if the proposed campaign is permissible.

7.2.1 Considerations Regarding Exclusivity. The following guidance is offered to help determine when proposed corporate campaigns do not conflict with areas of exclusivity authorized for Proud Partners.

1. Single area marketing and advertising:

Corporate partners may inform the public about the partnership and resulting contributions to parks through paid media, e.g., marketing and advertising activities, directed at a **single** local audience *whether or not* it involves a product or service area for which national or international exclusivity has been afforded to a Proud Partner.

2. Other marketing activities where a partner's business **does not** include products or services that fall with the areas of exclusivity authorized for a Proud Partner:

After consultation with the President of the National Park Foundation, the Director may authorize a corporate partner to inform the public about a partnership and resulting contributions to parks through paid media activities directed at a state, regional, national or international audience.

3. Other marketing activities where a partner's business **does** include products or services that fall with the areas of exclusivity authorized for a Proud Partner:

With the concurrence of the President of the National Park Foundation, the Director may authorize a corporate partner to inform the public about the partnership and resulting contributions to parks through paid media activities directed at a state or regional (but not national or international) audience.

4. Corporate Campaign Determinations:

The NPO will use due diligence, based on relevant information provided by park units, park support organizations, the National Park Foundation and potential corporate partners, to determine whether a proposed paid media activities constitute state, regional, national, or international corporate campaigns. If it is determined that NPS authorized corporate campaign activities in error, the only remedy is for NPS to require that the park(s) cause those activities to cease immediately on a prospective basis.

If it is determined that a proposed corporate campaign will not conflict with the area of exclusivity authorized for a Proud Partner, a corporate campaign agreement may be executed provided:

1. It is consistent with the specific requirements of Section 7.0(a-g) and other applicable provisions of this Order, such as those relating to fundraising agreements and donor recognition; and
2. In the event NPS, the Foundation and a corporate partner execute a new Proud Partner agreement that occupies a business, product or service category occupied by another partner under a corporate campaign agreement entered prior to the effective date of the new Proud Partner agreement, that corporate campaign may continue only until the end of the existing term of that agreement.

8. Fundraising by Outside Entities

While the NPS does not directly regulate the conduct of fundraising by third parties, fundraising conducted in its name is only appropriate when consistent with the NPS mission and goals and the standards enunciated in this Order. It is also important to ensure that the intentions and expectations of the fundraising entity or entities and their donors align with those of the NPS. Accordingly, a written fundraising agreement must be executed prior to any fundraising that explicitly states or in any way implies that the fundraiser is seeking donations—monetary or otherwise—under the authority, or on behalf, of the NPS. For example, a solicitation letter stating that a local civic group is raising funds to be donated for a new trail on a nearby national park would trigger the requirement for a fundraising agreement. Absent such an agreement, the NPS will not accept donations raised on its behalf.

8.1 Contents of Fundraising Agreements. Fundraising agreements are intended to enable the NPS, as necessary, to coordinate fundraising, minimize overlap with other fundraising efforts and ensure compliance of the fundraising effort with this Order. Fundraising agreements may vary in format and substance as appropriate to the particular fundraising effort. Such agreements may be for a particular short-term effort or may cover a long-term relationship encompassing numerous specific fundraising activities, such as when a non-profit friends group has an on-going relationship with a particular NPS park or program. Whatever its scope, the agreement should allow fundraising to be conducted for the NPS in a manner that ensures the NPS and Department's integrity, impartiality and public confidence.

Fundraising agreements will be prepared in draft for review by the Solicitor's Office, by the NPS partner and by the appropriate NPS official(s). The requirements of this section may be included in the general agreement establishing the ongoing relationship between NPS and its partner or in a separate document. In either event, all of the requirements of this section apply when the agreement is intended to authorize fundraising. Fundraising agreements identify or establish, in part:

- (a) Mutual understanding of the goals and objectives associated with a fundraising effort;
- (b) Project(s) or program(s) to be funded;
- (c) Sources of funding;
- (d) Priorities for expenditure;

- (e) Roles and responsibilities of the NPS and the NPS partner;
- (f) Conditions on fundraising activities;
- (g) Applicable laws, regulations, and NPS policies;
- (h) Procedures for providing NPS construction standards and NPS review and approval of construction plans designs, and activities when applicable;
- (i) Terms and conditions of any endowments;
- (j) The means for addressing various contingencies including cost overruns, dissolution of the assets if fundraising goals are not met or the fundraising organization ceases to exist;
- (k) Accountability requirements for all funds raised and, when appropriate, for the security of funds invested by the partner related to a fundraising campaign;
- (l) Procedures for NPS review and approval of informational and fundraising materials for distribution or communication to the public;
- (m) A prohibition on actions that imply that the NPS endorses the business, products, or services of the prospective donors;
- (n) The applicable vetting process for prospective contributions;
- (o) Requirements that fundraising partners not lobby Congress to fund activities that are contemplated by the fundraising agreement to be raised through donations; and
- (p) A provision that allows the NPS to terminate the agreement at its discretion and without cost.

Section 8.1 of the *Reference Guide* contains model agreements with suggested as well as required clauses for consideration by the NPS staff and potential partners. The complexity of fundraising agreements is to be commensurate with the scope of the activities undertaken while maintaining the overall integrity of the NPS, its partners and donors.

Small-scale events that raise funds for the NPS are excepted from the requirements for a written fundraising agreement. A small-scale event is one that is local or community based, is locally publicized and is not expected to exceed \$2,500 in donations or involve more than 250 participants. Bake sales, car washes and benefit breakfasts are examples of such events, as is a request from a local service club to a hardware store for an in-kind donation of supplies for use in the service club's volunteer painting efforts. Authorized employees, however, must evaluate donations from such events in the same manner as other donations, including as a factor the minimal value of the donations.

NPS fundraising partners shall not portray either Congress or the NPS as having failed to meet their responsibilities to fund NPS operations. NPS policy is that our partners agree to not seek funds from Congress to replace funds that they have agreed to raise privately, see model agreement in Section 8.1 of the *Reference Guide*.

If the NPS becomes aware of unauthorized fundraising activities, a good faith effort will be made to develop a mutually acceptable agreement to govern the fundraising activities. Contributions without a written agreement will be rejected unless the Senior Manager determines that acceptance is appropriate under the circumstances. If efforts to reach agreement fail, the NPS will advise those directing the campaign to cease their efforts and may seek to initiate appropriate legal action if fundraising continues.

8.2 Determination of Feasibility for Fundraising Success. The Regional or Program Office is responsible for clearly demonstrating that a proposed fundraising effort has a reasonable potential for success before approving fundraising campaigns or fundraising for specific projects. The Regional or Program office must also assess the various factors identified in this Order before approving a fundraising effort. Consideration must be given to the experience and capabilities of a partner, the ability to meet the financial goal of the campaign within the proposed timeframe, the experience and capabilities of the park to support the effort, and the willingness of donors to give to the project.

Feasibility studies are a standard tool used by fundraising professionals for assessing the likelihood that a fundraising effort or campaign will be successful. Where appropriate, NPS requires that feasibility studies be submitted as part of a request for approval of a fundraising effort. This will allow the NPS and the partner to jointly assess the likelihood of a successful campaign. In many cases, NPS may require the partner to submit a feasibility study prepared by a qualified independent fundraising counsel before the fundraising effort will be approved. Section 8.2 of the *Reference Guide* contains additional information on feasibility studies.

8.3 Fundraising Plans. All fundraising campaigns require a fundraising plan which is a detailed roadmap for how the fundraising will be carried out. While the complexity of the plan will vary according to the magnitude of the endeavor, in general the plan should detail techniques, timing, staff needs (including use of paid consultants), strategy, costs, and other components prescribed in Section 8.3 of the *Reference Guide*. The appropriate NPS official must approve the plan (through the approval of the partnership or fundraising agreement) before the fundraising may begin.

8.4 Vetting of Contributions. In many cases, donors contribute directly to a non-profit partner of the NPS, with the partner subsequently making the donation to NPS. Non-profit partners also have their own professional standards under which donors are screened. In the fundraising agreement with NPS, the applicable vetting process for prospective contributions is identified to address the objectives identified in Section 6.1.1 of this Order. The manner in which these donations are to be made is among the totality of the circumstances to be considered by the partner, and in turn by NPS, when deciding whether to accept a donation passed through the partner. Specifically, the nature of the relationships between the original donor, the non-profit partner, and the NPS may affect NPS's decision to accept the donation. For example, where a nonprofit arranges a donation without any involvement from the NPS, acceptance of the donation might or might not give rise to an appearance of a loss of integrity or impartiality, or otherwise reduce public confidence in the NPS or the Department. However, in instances where appearance concerns persist, the NPS reserves the right to decline the specific donation.

8.5 Fundraising Costs. All costs associated with a fundraising effort, including required feasibility studies, are the responsibility of the fundraising partner. To maintain the integrity of fundraising efforts associated with the NPS and the interests of donors, NPS policy is to limit overhead costs to not exceed 20% of the funds raised over the life of the fundraising effort. NPS will not approve a fundraising plan/agreement that anticipates fundraising costs in excess of 20%. If an NPS partner conducts other activities, expenses and donations for the NPS campaign must be accounted for separately from those other activities. Any fundraising consultants and staff, if compensated, are to be paid a salary or flat fee. Based on recommendations from philanthropic professionals on preferred fundraising practices, the NPS will not approve fundraising plans/agreements where payments are made as commissions or as percentage of funds raised.

8.6 Endowments. NPS encourages partners to establish endowments where appropriate. The establishment of an endowment should be considered for inclusion in any major fundraising campaign to provide for future operations, maintenance and repair costs, especially those associated with major capital improvements such as visitor centers. It is critical that NPS and its fundraising partner agree in advance on the general categories for which funds will be expended and that NPS has sufficient discretion for the use of the funds to meet its day to day needs consistent with the purposes for which the endowment was created.

The following are among the factors that should be considered in authorizing the creation of an endowment in a fundraising agreement:

- (a) How and by whom the endowment will be administered;
- (b) Directions on how the endowment funds are to be used, including determination of annual expenditure levels;
- (c) Approval process for expenditures with the required concurrence of the authorized NPS official;
- (d) NPS concurrence with the investment policy for the endowment funds;
- (e) Circumstances, if any, under which the corpus may be used;
- (f) Funds accountability;
- (g) Contingencies for dissolution.

9. Construction – Partnership Construction Projects

Construction of facilities in the National Park System is primarily accomplished with appropriated funds. However, various construction projects throughout the system have been built at least in part utilizing donated funds. Construction projects undertaken with donations are considered “Partnership Construction Projects” and are further described in Section 9 of the *Reference Guide* and on the NPS Partnership web site: (www.nps.gov/partnerships/capital_campaigns.htm).

Partnership construction projects are evaluated using the same criteria as those used for appropriated funds. They must:

- (a) Be for a previously identified priority, consistent with general management plans and support the NPS’ mission;
- (b) Be included in the NPS five-year capital plan if any appropriated funds are to be used for the project;
- (c) Be sustainable over time in terms of maintenance and operations.

The Partnership Construction Process set forth in Section 9 of the Reference Guide provides valuable guidance for all partnership construction projects irrespective of their dollar value. The process is mandatory for all such projects with an estimated cost of \$500,000 or more.

The Partnership Construction Process is intended to create common expectations between the NPS and its partner and ensure that projects are properly scoped, meet critical mission needs, and can be operationally sustained. Regional Directors are responsible for ensuring that partnership construction projects in their respective regions follow the phases of the Partnership Construction Process. See also, the Model Agreement in Section 8.1 of the *Reference Guide*.

10. Donor Recognition

Donor recognition plays a key role in donor stewardship: protecting and managing the donor’s investment, thanking the donor, and reporting on the good works coming from that donation.

The NPS will, at minimum, acknowledge all direct donations in writing. Additional NPS donor recognition opportunities are identified in sections 10.2 - 10.6. Parks, regions, or programs considering other forms of recognition must consult with their Regional Office. Other examples of recognition generally accorded donors may include letters of acceptance and appreciation, press releases, public events, mementos, certificates and other items that commemorate the donation. Examples of these will be included in Section 10 of the *Reference Guide* as they become available.

Most donors view a donation to a group fundraising on behalf of the NPS as a donation to the NPS. It therefore is appropriate for both the partner and the NPS to express appreciation consistent with NPS

policy.

Where an NPS partner chooses to accept a donation and NPS is concerned that the involvement of the partner does not adequately maintaining the integrity of, impartiality of, and public confidence, in NPS and Department as identified in the analysis required by Section 6.1.1, NPS will provide neither express nor implied recognition of the donation. NPS will advise the partner that the donation is not to be passed through to the NPS. In that circumstance, it is the responsibility of the fundraising partner to ascertain whether its retention of the donation is consistent with the donor's expectations. Because in that instance there is no donation made to the NPS, care should be taken by the authorized employee to ensure that activities with that partner do not recognize that particular donation.

10.1 Donor Recognition Plan. A Donor Recognition Plan sets out the basic philosophy to guide donor recognition activities. It provides a framework for donor recognition in a park or by a program, while allowing a measure of flexibility to meet the needs of individual donors. The plan also helps fundraising partners understand the means and levels of recognition that the NPS can provide.

Donor Recognition Plans are developed and approved at the park and program level with the concurrence of the appropriate Regional or Associate Director. Consistent with this chapter:

- Regional Directors may establish common recognition standards that apply to multiple parks within a region;
- Associate Directors may establish common recognition standards that apply to multiple programs within a directorate.

A Donor Recognition Plan is required for all parks and programs that receive or are likely to receive donations. While these plans will vary from park to park and program to program, there are several fundamental policies that control all such plans. Partner donor recognition plans should complement a park or program plan with respect to the donor recognition provided by NPS. This will ensure that a fundraising partner will not inadvertently lead a prospective donor to expect a level of recognition that the NPS cannot, or will not, fulfill.

Donor Recognition Plans should include, at a minimum, the following elements:

- (a) A statement of the basic philosophy of donor recognition opportunities consistent with park mission, purposes, and plans;
- (b) Procedures for thanking donors;
- (c) Hierarchy of donor levels and associated recognition;
- (d) Forms of in-park recognition consistent with this Chapter;
- (e) Criteria for donor boards or walls, including the location, minimum thresholds for recognition and length of time the recognition is in place;
- (f) Conditions under which donors/donations to partners will be recognized by NPS consistent with Section 6.1.1.

Section 10.1 of the *Reference Guide* will include additional information as examples become available.

10.2 Credit Lines and Logos. Recognition for contributions and donated items may be allowed as appropriate on printed or electronic material, audio/visual/film products and temporary construction/restoration signs. Donor name script and corporate logos may be included as part of the recognition provided it amounts to a short, discrete, unobtrusive donor credit line at the end of the material. For example, the credit line on a park brochure may state: "This brochure was made possible through the contribution of _____". In the case of computerized information kiosks or other electronic displays to be placed in visitor service areas, the donor name script and logo may be placed

within the electronic screen and on associated printed information but may not be on the kiosk casing itself. All recognition should be agreed to in writing in advance of the acceptance of the donation.

Recognition for all other donated items, including kiosks, interpretative waysides, recreation equipment and other donor funded items that remain in the park, may include a short, discrete, unobtrusive credit line using the donor's name (but *not* name script or logo).

To maintain NPS policy that parks be free of commercialism, advertising and marketing slogans and taglines may not appear under any circumstances. No recognition will be allowed on motor vehicles.

Additional information about the use of corporate logos and name script can be found in Section 7 (Cause-Related Corporate Campaigns) and 10.7 (Special Events).

10.3 Donor Boards and Walls. Donor recognition boards or walls are permitted in visitor centers and other appropriate visitor facilities. These boards or walls should utilize a format that allows recognition of donors by the placement of name plates or other markers that can be added and removed with relative ease. A park's Donor Recognition Plan will establish criteria for donor boards or walls, including the minimum thresholds for recognition and duration. Short-term displays may be appropriate during the life of a fundraising effort, while longer-term displays may be appropriate for significant donations.

The names of corporate or business donors will appear in the same fashion as any other names, but corporate name scripts and logos will not be used on donor boards and walls.

10.4 Recognition of Corporate Donations. Corporate donors may receive recognition on the same bases as other donors. Government ethics regulations prevent NPS employees from using their Government positions, titles, or any associated authorities to endorse, expressly or impliedly, any products, services or enterprises except in furtherance of specific statutory authority authorizing such endorsement. NPS may, however, recognize a corporate donor's support for NPS' mission.

10.5 Recognition within Interpretive Programs. Where a donation is integrally related to the park, to the existence of the park, or to what is being interpreted, interpretive programs may identify the donor and how the donation was used.

10.6 In-Park Displays, Name Plaques and Plates. When in-park displays are deemed appropriate, tasteful and unobtrusive signs, plaques or other treatments may be used. The duration of this form of recognition may vary depending on the project, donation and location.

Donor recognition through benches, bricks or paving materials, plaques or other features may be allowed as part of a Donor Recognition Plan. Their use must be consistent with a park's cultural and natural resource management plan. To the extent the use of such elements falls within the scope of 36 CFR 2.62 referring to memorial tablet or other commemorative installation, this Order constitutes approval for such use.

Donor recognition memorials, tablets, plaques, or other commemorative installations should not be proposed in park areas if they would compete for attention with, or attract attention away from, the purpose for which the park was created to commemorate.

Temporary plaques are not to be affixed to the "historic fabric" of structures nor should they, or any other donor recognition treatment, be placed in natural zones or cultural zones where they would intrude on the character of the area.

The naming of features or park facilities will not be used to recognize monetary contributions or other donations to a park or the NPS. The naming of rooms in a park facility is allowed as part of an approved Donor Recognition Plan. Specific policies and regulations pertaining to commemorative naming and memorialization in parks are also set forth at 36 CFR §2.62 (Memorialization) and *NPS Management*

Policies 9.6.

10.7 Special Events. The primary guidance for holding special events (or "special park uses") is found in Director's Order 53 on Special Park Uses and in Special Directive 95-11. Director's Order 21 applies to donor or partner recognition at such events.

Special events fall into two categories; non-NPS events allowed under special park use permit, and events wholly or partially sponsored by the NPS (see 10.7.1, below). In either case, park managers may not allow recognition that suggests commercialization of the parks. However, they may recognize corporate sponsors by limited use of corporate logos and name script on event facilities, signs and literature at all such special events provided that the size, scale, scope and location of corporate logos and name script does not dominate the event facilities or area.

10.7.1. NPS Sponsored and Co-sponsored Events

For officially-sponsored NPS events, the name of the event must predominate. At these events, the NPS may provide appropriate recognition provided that corporate names are not used in any way that would imply or suggest NPS endorsement of a product or company, or be construed as commercial solicitation or advertising. The purpose of such recognition is to acknowledge the sponsor. To ensure against the appearance of endorsement, pre-event written agreements shall spell out the responsibilities of the parties and any conditions on the offering or acceptance of the gift and should include provisions specifying the amount, type, and size of sponsor recognition signs. These provisions may be included in a special park use permit, an exchange of letters or other written documentation.

On-site notices (e.g. banners) must be appropriate to the character and scale of the event. The park manager may display such notices for a period of time in advance of the event to encourage public attendance. Sponsors may be permitted to establish a temporary hospitality area for sponsored special events.

Distribution of free product or sample products are permitted at events co-sponsored by NPS and only if the item directly relates to the purpose of the event (e.g. plastic bags for a clean-up day) or is consumable at the event. The items may be imprinted with the name of the event and recognize sponsors by name (using name script if desired), logo and website address.

Additional requirements may exist for specific areas of the National Park System.

10.7.2 Non-NPS Events

Guidance on this topic is found in Director's Order 53 on Special Park Uses. Notices on temporary displays directly associated with the event containing sponsor's names or logos or name script may be placed in close proximity to the event in both time and location.

Distribution of free products or sample products is not permitted at non-NPS events.

Additional requirements may exist for specific areas of the National Park System.

-----End of Director's Order-----

**Reference Guide
To
Director's Order #21
Donations and Fundraising**

Note to the Reader: The Reference Guide to Director's Order #21 on Donations and Fundraising is the back-up documentation for the Director's Order and is intended to be read in tandem with that document. It is comprised of distinct segments of information that tie directly back to the corresponding chapter in the Director's Order. The document will grow as additional templates, examples, and background information becomes available.

The table of contents from the Director's Order is included in the Reference Guide. Notice that the titles of the chapters for which there is no Reference Guide material available are in regular text. The titles of chapters for which Reference Guide material is available is in bold text and underlined. These titles are formatted in such a way that on-line readers of the document may click through to the relevant material.

Reference Guide to Director's Order #21: Donations and Fundraising

(The Reference Guide includes supporting information for specific sections of the Director's Order; these sections appear in bold in this Table of Contents. You may follow a hyperlink directly to the referenced chapter CTRL key as you click on the bolded heading in the Table of Contents.)

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Chapter 1

1.0 Background and Purpose

1.1 Background

1.2 Purpose

1.3 **Related Sources of Guidance**

1.4 Activities not Subject to this Policy

1.3 Related Sources of Guidance

- NPS Management Policies sets out the basic policies for the management of the national park system.
- Director's Order 1 on the NPS Directives System provides an overview of the NPS directives system and describes the relationship among NPS Management Policies, Director's Orders and Reference Guides.
- Director's Order 20 on Agreements provides additional guidance on other kinds of agreements that may be used to implement aspects of partnerships.
- Director's Order 24 on Museum Collections Management and the NPS Museum Handbook provide additional policy and guidance specific to museum collections.
- Director's Order 25 on Land Acquisition provides information on NPS policies regarding land acquisition and boundary adjustments whether through donations or other means.
- Director's Order 32 on Cooperating Associations provides additional policy and guidance specific to cooperating associations.
- Director's Order 44 on Personal Property Management provides additional policy and guidance on management of, and accountability for, donated personal property.
- Director's Order 53 on Special Park Uses contains additional guidance on special events.
- Director's Order 70 on Internet and Intranet Publishing establishes NPS policy on the development of NPS websites
- *Standards of Ethical Conduct for Employees of the Executive Branch* (5 CFR 2635.808).
- *Partnership Legal Primer* provides a basic introduction to federal law and ethical considerations affecting partnerships. It can be found on the Department of the Interior's Partnership web page: http://www.doi.gov/partnerships/partnership_legal_framework.html

Chapter 6

6.0 Donations

6.1 Considering Donations

- 6.1.1 Maintaining the Integrity and Impartiality of, and Public Confidence, in NPS and Department
- 6.1.2 Acceptance of Donations Through Non-Profit NPS Partners
- 6.1.3 Vetting Potential Donors
- 6.1.4 Acceptance of Donations from Donors Involved in Litigation

6.2 Use of Donations

6.3 In-Park Solicitation

- 6.3.1 **Donation Boxes**
- 6.3.2 Displays and Fundraising Activity Information
- 6.3.3 In-Park Events
- 6.3.4 **Guest Donation Program**

6.4 Donations of Land

6.5 **Name Capture for Future Fundraising Purposes**

6.6 Other

6.3.1 Donation Boxes

Partner managed donation boxes may be placed on NPS property under the terms of the agreement establishing the partnership or in a separate written agreement. The separate written agreement may only be used if the agreement establishing the partnership is in place. It may be a formal agreement or a letter and must include the following:

- 1) The number, location, appearance and length of time the donation boxes will be located in the park;
- 2) Times and methods for collecting funds;
- 3) Accounting procedures;
- 4) Projects which will be funded by the proceeds of the donation box
- 5) Disposition of funds in the event the partnership ends.

An example follows:

Example:

Dear _____

This responds to the *<insert authorized nonprofit fundraising partner's name here>* request to install donation boxes within *<insert park name here>* for the purpose of raising money to support the *<insert the project/program name or names here>*. The National Park Service (NPS) supports the *<insert partner name>* proposal and authorizes placement of donation boxes within *<insert park name here>* under the following conditions:

1. One hundred percent of all funds raised through the donation boxes, including any interests thereon, must be used for the *<insert the project/program name or names here>*. The *<insert partner name>* cannot deduct costs or other administrative fees from donations received. This standard NPS requirement is intended to prevent parties who are not motivated by altruism towards parks from seeking to place donation boxes in parks.
2. All accounting, document retention, and document access provisions of the Agreement of *<insert date of agreement establishing the partnership>* between the *<insert partner name>* and NPS, as amended or superseded, will apply to funds raised through the donation boxes. The *<insert partner name>* will ensure that its accounting and reporting system clearly identifies and tracks from receipt to expenditure all funds and associated interest attributable to the donation boxes.
3. NPS must review and approve the proposed design and location of collection boxes within *<insert park name here>*. All collection boxes must clearly inform the public that all funds donated will be used solely for the *<insert the project/program name or names here>* and, should the *<insert the project/program name or names here>* be terminated, for other *<insert park name here>* programs and purposes.
4. The *<insert partner name>* will take reasonable and appropriate measures to ensure the security of donation box funds. Such measures will include secure donation box design, frequent emptying of donation boxes, and measures to safeguard against theft after the boxes have been emptied.
5. In the event that the *<insert the project/program name or names here>* is/are terminated, any

funds donated to the <insert partner name> for use for this project or program must be remitted to NPS for use within <insert park name here> or used by the Foundation, with NPS approval, for other programs or projects benefiting <insert park name here>.

- 6. Placement and operation of donation boxes will be governed by applicable laws, regulations or NPS policies as exist at this time or as amended.
- 7. The authorization provided by this letter will become effective upon NPS receipt of a reply letter from the <insert partner name> accepting the above terms and conditions.

Thank you for your assistance with the <insert the project/program name or names here>. If you have any questions or concerns please contact me at xxx-xxx-xxxx.

Sincerely

Superintendent

CONCURRENCE

I concur with the terms of this letter.

EXECUTIVE DIRECTOR

DATE

6.3.4 Guest Donation Program

The Guest Donation Program was made permanent by the Secretary of the Interior in 2003. The creation of the permanent program included a provision allowing the program to be expanded to non-lodging activities (also on a strictly voluntary basis) with the approval of the Director. This section contains: the memo from the Director to the National Leadership Council announcing the program and describing the role of the *AD-partnerships*, the Standard Operating Procedures, Statement of Participation in the program, the Guest Donation Restricted Fund Authorization Form, the Guest Donation Restricted Fund Authorization Form and Direct Grant to Local Friends Group, Sample Language for Required Guest Notices, and the request for approval of the expansion of the program.

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C 20240

IN REPLY REFER TO:

October 6, 2003

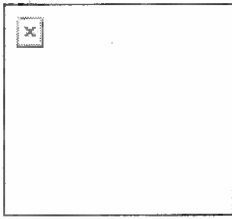
Memorandum

To: National Leadership Council
From: Director, National Park Service /s/Fran Mainella
Subject: National Park Guest Donation Program

The Secretary of the Interior, at my recommendation, has approved the extension of the Guest Donation Program formerly known as the Lodge Check-off Program. The extension is permanent, without a sunset date. This is very good news and a reflection of a Wonderful partnership between an increasing number of concessionaires, the National Park Foundation, and several local park fundraising groups.

The Secretary has specifically asked the National Park Service to do several things to ensure the on-going success of the program, and to ensure that there is no possibility of even an appearance of conflict of interest. These items are detailed in the Secretary's memorandum, which is attached. I am assigning the responsibility for follow up on these items to the Associate Director for Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation.

I am extremely pleased that the Secretary had permanently extended this program. I expect each of the Regional Directors to implement the program in parks in which concessionaires volunteer to participate, and to do so in exact accordance with the Standard Operating Procedures, which are attached. The Associate Director, Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation will be responsible for monitoring each of these partnerships to ensure they are being operated as directed.



THE SECRETARY OF THE INTERIOR
WASHINGTON

October 1, 2003

Memorandum

To: Director, National Park Service

From: Secretary /s/Gale A. Norton

Subject: Permanent Authorization of National Park Guest Donation Program

I am pleased to advise you that I hereby approve a permanent extension of the National Park Guest Donation Program. This program was initially established by the Secretary of the Interior in July 2000, with a provision to sunset on October 1, 2003, unless extended prior to that date. This provided the Service, our non-profit partners and lodge concessionaires an opportunity to evaluate the effectiveness of the program and to determine whether changes are necessary:

This program has operated successfully and is growing. There has been broad acceptance of the program by the public, partners and concessionaires. Our partners and park managers support the permanent authorization of this program and encourage its expansion.

The Guest Donation Program must be operated in each participating park unit in strict adherence to the attached guidelines. These guidelines have been developed to ensure that participation is truly voluntary on the part of our visitors and to ensure the complete avoidance of any conflict or even an appearance of a conflict of interest in the operation of the program. The requirement that all such contributions be deposited with the National Park Foundation before transfer to our local partners was originally designed to avoid any questions of criticism and is retained for that reason in these guidelines. Requests have been made by the Service's non-profit partners to expand the program to include non-lodging activities on a strictly voluntary basis. You are authorized to approve additional activities you determine appropriate. Each such activity must be subject to similar safeguards for assuring that the highest ethical standards are maintained.

Finally, please pass onto all who participate in this program my personal thanks for their efforts in helping to preserve and enhance our national parks.

STANDARD OPERATING PROCEDURES**General Policy Approval**

The Secretary of the Interior has permanently approved the National Park Guest Donation Program. The program may be implemented by a National Park concessioner as set forth below without any additional prior approval. Any program implemented using this authority must adhere to the following procedures and is subject to termination by the Director, National Park Service, for non-compliance.

Scope of Program

This program authorizes willing National Park concessioners to give guests the opportunity to make a \$1 per day or more, per room, donation to the National Park Foundation to support the national park they are visiting. This is not a room rate addition, and is in no way related to contract room rate approval or gross revenue franchise fees. It is a voluntary public service action by the concessioner. One hundred percent of the funds donated must be initially deposited to a restricted account at the National Park Foundation for the benefit of the national park where the funds are collected. Upon the Superintendent's request, funds received under this program will be contributed to a local non-profit park support group to enhance its efforts on behalf of the park. The local non-profit support group must have a current signed agreement with the park in order to receive any funds from this program. Use of funds from this account will be approved by the Grants and Programs Committee of the National Park Foundation Board or the board of the local park support group where appropriate after consultation with the Park's Superintendent. The Superintendent will have final say on use of the funds.

Standard Operating Procedures

1. **Role of the Concessioner.** This is an entirely voluntary program in which any willing concessioner may choose to participate and may withdraw from at any time.

A decision by a concessioner to participate or not participate in the program will not influence the Service's evaluation of that concessioner under its contract with the National Park Service. Misuse of the contributed funds by a concessioner may result in its termination from this program by the Director and such other actions as may be appropriate.

A concessioner that chooses to participate in this program must.

- o Sign the attached form (Statement of Participation Guest Donation Program- Attachment 1) and submit it to the Director, with copies to the appropriate Superintendent(s);
- o Using the attached appropriate form, either (a) establish a restricted fund at the National Park Foundation, disbursements from which will be approved by the Grants and Programs Committee of the National Park Foundation Board after consulting with the Superintendent (Attachment 2A), or (b) establish a restricted fund with authorization to the National Park Foundation to grant funds to a local non-profit friends group (Attachment 2B)
- o Agree to deposit in this account at least quarterly 100% of the donations received;
- o Agree to distribute the required notices to lodge guests, as provided by the National Park Foundation; and
- o Agree to provide to the Superintendent an annual audit of funds received and deposited to the National Park Foundation account.

Every guest (or representative of the guests staying in each room) will be advised of the program, its benefits, and how to opt out at each of the following contact points:

- o At check-in
- o Through written materials in the guest room
- o At check-out

(Examples of each form of notice are attached in Attachment 3)

2. **Role of Visitors.** This is an entirely voluntary program for national park visitors.
3. **Role of Park Superintendent.** The Superintendent:
 - o Will provide the Regional Director a copy of all forms received from concessioners stating the concessioners' intent to participate in the program;
 - o Will review and approve all guest contact information required by this policy;
 - o Will respond to all guest complaints or concerns raised about the program;
 - o Will make recommendations and consult with the Grants and Programs Committee of the National Park Foundation Board over disbursements from restricted funds;
 - o May recommend to the National Park Foundation that a local non-profit park support group that has a current agreement with the park receive funds to enhance its efforts on behalf of that park;
 - o Will ensure that a concessioner who chooses to participate in the program does so in accordance with this policy as well as all other pertinent laws, regulations, and policies;
 - o Will advise the Regional Director if a concessioner who chooses to participate in the program fails to operate the program in compliance with this policy as well as all other pertinent laws, regulations, or policies;
 - o Will submit an annual report to the Regional Director by October of each year that includes the accounting provided by the National Park Foundation on donations deposited and withdrawn from the restricted fund, an explanation of how funds received under this program were used, and any recommendations for changes to the program; and
 - o Will not delegate any management of this program to the park's concession office.
4. **Role of Regional Directors.** A Regional Director with one or more Lodge Guest Donation Programs operating in his or her region:
 - o Is responsible for program consistency within their region;
 - o Will take steps to bring into compliance a concessioner operating a program that is inconsistent with this policy, and failing that, recommend to the Director that the concessioner be terminated from participation in the program and such other actions as may be appropriate;
 - o Submit to the Director in December of each year an evaluation of the program in that Region and recommendations for any modifications;
 - o Will ensure that all conflict of interest provisions and procedures are strictly adhered to.
5. **Role of Associate Director - Partnerships, Interpretation and Education, Volunteers and Outdoor Recreation (PIEVOR).**

The Director has delegated oversight of this national program to the Associate Director - Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation. All reports or communications that are to be submitted to the Director in compliance with this policy should be forwarded in care of the Associate Director - PIEVOR or their designee.
6. **Role of the National Park Foundation.**
 - o The point of contact and program official responsible for this program on the Foundation staff is the Vice President for Field Development;
 - o For monies collected in parks at which Superintendents have requested that funds be transferred to a local friends group, NPF will develop procedures for these monies to be transferred. The NPF will not charge any fees on monies collected and disbursed in these cases;
 - o For monies collected in parks for which NPF will act as the fund manager, NPF will establish a park-specific restricted fund and will develop a system to efficiently process recommendations made by the superintendent on expenditures from that fund. The NPF will charge an annual management fee in these cases. This fee will cover the necessary accounting, reporting, audit, investment management and administrative costs associated with the fund. The fee will be

assessed monthly, based on the fund's current market value. In addition, money to pay for the fee charged by the mutual fund manager in which the funds reside until used will be charged against the monies available. This fee averages approximately .83% annually by prospectus.

Management fees, based on market value, will be charged as follows:

- \$0 to \$499,999 - 1.50% per annum
- \$500,000 to \$999,999 - 1.25% per annum
- \$1 million to \$1,999,999 - 1.00% per annum
- Over \$2,000,000 - Negotiated with NPF based on the level of activity in the account.

In addition to the annual management fee, NPF will charge the fund for other direct costs related to fund transactions (e.g. bank charge, second check charge, etc.)

- o NPF will prepare an annual accounting of the total funds received and disbursed in each park's account, including monies collected and passed through to a local friends group. NPF will not account for the use of monies after they are transferred to a local friends group. Reports will be submitted to each park superintendent;

NPF will prepare an annual accounting of the entire program for submission to the Director, National Park Service and to the Board of Directors of the Foundation.

**ATTACHMENT 1
STATEMENT OF PARTICIPATION
GUEST DONATION PROGRAM**

Name of Concessioner:

Park(s) Served (list all parks and the facilities in those parks that will participate in the program):

As the duly authorized representative of (_____), a concessioner in the park(s) named above, I have personally reviewed the requirements that govern the Guest Donation Program. (_____) wishes to implement a guest donation program at the facilities listed above in compliance with these requirements. Our company, represented by myself, realizes that its decision to participate in the Guest Donation Program will not influence the superintendent's evaluation of its performance under this or any subsequent concession agreements or contracts. (_____) recognizes that its failure to administer the program in accordance with these requirements will result in the termination of the program by the Director, National Park Service and such other actions as may be appropriate. Misuse of the funds collected by the concessioner is subject to all applicable federal and state laws including 28 USC 2514. (_____) is establishing a restricted account to receive these donations at the National Park Foundation. (_____) recognizes that it must deposit 100% of all donations received in this account that is controlled by the National Park Foundation. It is also understood that the concessioner must provide the required notices to guests about this program. (_____) will provide at least five (5) working days written notice to the Director, National Park Service and the Park Superintendent if it chooses to withdraw from this program. In the event of withdrawal, all donations received must be deposited in the restricted account within 30 days.

_____ (Responsible
Official for the Concessioner)

Title

Date

Please send the original of this form to:

Director

National Park Service

Attn: Associate Director - Partnerships, Interpretation and Education, Volunteers and Outdoor Recreation

1849 C Street, NW

Washington, DC 20240

receive such funds from a concessioner participating in the Guest Donation Program, and the Park Superintendent wishes to have the monies managed by the National Park Foundation.

Completion of this form by the participating concessioner and the park superintendent is required to establish and manage a restricted fund with the National Park Foundation.

1. Name of Fund:

2. Name and Address of Fund Creator (Concessioner):

3. Type of Fund: Restricted

(The NPF reports the Fund's activities on its audited financial statements, manages the investment and manages disbursements in consultation with the park superintendent.)

4. Purpose of the Fund: General Fund

(All monies received and earned including principal and interest will be spent for park purposes, excluding only those funds required for management fees by the National Park Foundation and fees charged by the mutual fund provider.)

5. Contributions to the Fund by the Concessioner: Contributions to the fund are made payable to the Fund named in paragraph 1, or to the National Park Foundation with the Fund specified on the check or in an accompanying letter.

6. Disbursements

The National Park Foundation in consultation with the Park Superintendent (or officially delegated staff) shall determine disbursements. Once recommendations are developed, they will be proposed in writing by the Foundation to the Superintendent for her/his approval. On receipt of written approval the Foundation will make the disbursements. Such disbursements shall not be made more than twice per year, unless exceptions are agreed to in writing between the Park Superintendent and the Chief Operating Officer of the Foundation.

7. Investment Portfolio

The Restricted Fund will be invested in the Vanguard Prime Money Market Fund, which is invested in cash funds and money market instruments. The National Park Foundation Board of Directors may, from time to time, make changes as it deems necessary or prudent to asset allocation guidelines. Such changes, if they apply to this portfolio, will also be made to this fund.

8. Management Fees

The National Park Foundation will charge fees for management of this fund as enumerated in Section 6 of the Standard Operating Procedures for the Guest Donation Program.

9. Authorization

All signatories to this form affirm by their signatures that they have read the form and the Standard Operating Procedures for the Guest Donation Program. All signatories affirm their understanding of the requirements of the program. The requirements are necessary to ensure scrupulous avoidance of conflict of interest or the appearance of conflict of interest in the management of both this program and concession contracts.

Signature of the Creator of the Fund (Concessioner)

Date

I am aware of, and agree with, the establishment of a Guest Donation Program in the park of which I am Superintendent by

(insert name of concessioner)

and verify that the requirements of the SOP will be met.

Signature of the Park Superintendent

Date

**ATTACHMENT 2B
GUEST DONATION RESTRICTED FUND AUTHORIZATION FORM
AND DIRECT GRANT TO LOCAL FRIENDS GROUP**

Note: This form is to be used when a concessioner desires to establish a Guest Donation Program and to set up a Guest Donation Restricted Fund with the National Park Foundation to receive such funds, and the Park Superintendent wishes to have the monies received granted from the National Park Foundation to a local friends group associated with the park. Completion of this form by the participating concessioner and the park superintendent is required to establish the restricted fund with the National Park Foundation, and to direct transfer of monies deposited in such restricted fund to a local non profit friends group.

1. Name of Fund:

2. Name and Address of Fund Creator (Concessioner):

3. Type of Fund: Restricted

(The NPF reports the funds activities on its audited financial statements.)

4. Purpose of the Fund: Direct Grant to Local Friends Group

((All monies received will be immediately granted to the designated local park related nonprofit friends group designated on this form. All monies will be used for park purposes. No monies will be retained or used by the National Park Foundation.)

5. Contributions to the Fund by the Concessioner: Contributions to the fund are made payable to the Fund named in paragraph 1, or to the National Park Foundation with the Fund specified on the check or in an accompanying letter.

6. Disbursements

Disbursements by the National Park Foundation from the restricted fund to the local nonprofit friends group shall be made at least once per month whenever there is money in the account.

7. Management Fees

The National Park Foundation will charge no management fees on monies received and disbursed from this Fund.

8. Authorization

All signatories to this form affirm by their signatures that they have read the form and the Standard Operating Procedures for the Guest Donation Program. All signatories affirm their understanding of the requirements of the program, and that these requirements apply to monies transferred to a local nonprofit friends group. All signatories further understand and agree that no guest donation program may be operated by the concessioner unless the concessioner uses the National Park Foundation as the initial recipient of the donated funds prior to their disbursement to a local friends group. This requirement is necessary to ensure scrupulous avoidance of conflict of interest or the appearance of conflict of interest in the management of this program, the business of the local friends' group and concession contracts.

Signature of the Creator of the Fund (Concessioner)

Date

I am aware of, and agree with, the establishment of a Guest Donation Program in the park of which I am Superintendent by

(insert name of concessioner)

and verify that the requirements of the SOP will be met. I request that the National Park Foundation, upon establishment of a restricted fund as directed above, arrange for the disbursement of all monies deposited into the fund to (enter full name and address of local nonprofit friends group) _____

Transfer of deposited monies will be made as indicated in paragraph 6 above. I also request verification of the establishment of the requested transfer process in writing to me from the National Park Foundation.

Signature of the Park Superintendent_____
Date

ATTACHMENT 3 SAMPLE LANGUAGE FOR REQUIRED GUEST NOTICES

Note: For parks with local friends groups that receive the funds through the National Park Foundation add phrases in [] below.

At Check-in:

Oral:

"We are proud to participate in an easy way for guests to support _____. Please read this information and make a decision about the opportunity to donate \$1 per day of your stay here at _____ (Name of park(s))."

Written - provided with key and other check-in materials:

"Dear Guest:

_____ is proud to offer our guests an opportunity to support _____ (Name of park) through the National Park Foundation and _____ (Name of local friends group). Lodge Guests will have a \$1 per day, per room, voluntary donation added to their room bills. We deposit 100% of the donations received from our guests to the _____ (Name of fund), a fund that can only be used to support _____ (Name of park(s)). Through your generosity, projects like _____ (Examples of projects funded/to be funded with donations) can be accomplished.

Your support of this program is appreciated, but if you prefer not to participate, simply notify us at any time during your stay and we will remove this donation from your room account. *[Provide phone extension, a check-off card that can be left in the room or at the front desk or some specific means of indicating that they do not want to participate].*

Thank you and enjoy **your** National Parks!

In Room:

Lodge Guest Welcome Letter:

Welcome to _____

We want to make your stay with us as enjoyable as possible and stand ready to assist you at anytime during your stay. We will be pleased to help you explore the vast array of opportunities available here to learn, recreate, and experience this special place--one of **your** National Parks.

As the lodging concessioner for _____ (Name of park(s)), we would like to acquaint you with a program in which we participate that enables our guests to directly support this park.

Working in collaboration with the National Park Foundation (the official national non-profit partner of the National Park Service) and _____ (Name of local friends group), we offer our guests an easy way to contribute to the park through a **voluntary** \$1 per day, per room, add-on to your room bill. If you would prefer not to participate, please *[insert phone number or other specific action that they can take]*. We will gladly remove the donation from your bill. You can let us know when you check-in, at any time during your stay, or when you check-out.

All donations from this lodge are placed in a restricted account that can only be used to support activities and projects that benefit _____. *[Include examples of project funded/to be funded through this program].*

Your donation added to those of others will result in a significant impact on the park.

If you agree this is an easy way to make small gifts add up to something truly significant, then no action is required on your part. We will automatically add your individual donation, and it will be listed as a donation on your hotel bill. This donation is tax deductible.

If you would like to donate an additional sum, please let us know. Thank you for supporting your National Parks!

At Check-out:

Front desk personnel will be instructed to present the bill to the guest for review, and if the guest has participated in the \$1 per day, per room, voluntary donation program, should say:

"We appreciate your donation to _____ (Name of park(s))."

Expansion of the Guest Donation Program

With the authorization of the Director, the Guest Donation Program may be expanded to non-lodging activities on a strictly voluntary basis. These activities will be subject to the same guidelines in order to ensure the highest ethical standards are maintained. A request to the Director to expand the program should follow this template:

Memorandum

To: Director, National Park Service

Through: Associate Director, Partnerships, Interpretation, Education, Volunteers and Outdoor Recreation

From: Park Superintendent

Subject: Expansion of Guest Donation Program at (Park Name)

We would like to request approval to expand the donation program which is currently in effect at *<insert park name>* (through the National Park Guest Donation Program and the cooperation of our concessioner, (Concession Name)).

Provide information on the current program, the recipient of the funding, the amount generated, and what the funds are used for.

Describe the proposed expansion of the program. Identify what the funds will be used for and how visitors will be informed of the opportunity.

6.5 Name Capture for Future Fundraising Purposes

The *Park Steward* program is currently being piloted at several parks across the country. The National Partnership Office will develop program guidelines based on the outcomes of this program. These will be published in this section once they have been finalized.

Chapter 8

8.0 Fundraising by Outside Entities

8.1 Contents of Fundraising Agreements

8.1.1 Comprehensive Fundraising Agreement

8.1.2 Basic Fundraising Agreement

8.2 Determination of Feasibility for Fundraising Success

8.3 Fundraising Plans

8.4 Vetting of Contributions

8.5 Fundraising Costs

8.6 Endowments

8.1 Contents of Fundraising Agreements

NPS staff often models new agreements, including new fundraising agreements, on past agreements. Reviewing past agreements can be a useful process that assists in formulating new agreements. However, drafters often copy provisions from old agreements into new agreements without sufficiently analyzing whether it's appropriate to do. This Reference Manual contains two model fundraising agreements that are designed to assist NPS staff in identifying key issues and drafting good fundraising agreements. These model agreements and their uses are described briefly below.

The Comprehensive Model Fundraising Agreement (CMFA) is a tool for crafting fundraising agreements that involve significant thresholds such as: 1) a fundraising goal in excess of Fifty Thousand Dollars (\$50,000.00) annually, 2) construction in a park 3) the establishment of an endowment, or 4) the use of park property to host fundraising related events. In most instances, these agreements will be with long-standing park partners such as friends groups and will be in effect for multiple years. The CMFA is intended to help drafters identify provisions that could be included in their fundraising agreement. In addition, the CMFA agreement contains some standard contract provision that in most cases should be included in new agreements. Standard provisions are *italicized* and explained in the body of the CMFA.

In contrast to the CMFA, the Basic Model Fundraising Agreement (BMFA) is designed to expedite de-minimus, short-term, fundraising campaigns with occasional park partners. De-minimus fundraising activities are those fundraising activities that individually, or in combination with other fundraising activities, are intended to raised no more than Fifty Thousand Dollars (\$50,000.00) or more in cash or in-kind annually. Further, such campaigns generally will not involve fundraising to undertake construction or the establishment of endowments. Partners authorized to raise funds and make philanthropic donations using a BMFA may be individuals, organizations, or even businesses (see also Section 7 of Director Order 21 regarding corporate donation activities). The BMFA is organized as a mail-in application to conduct fundraising.

8.1.1 Comprehensive Model Fundraising Agreement

Agreement Number

AGREEMENT**between****THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE****and****PARTNER ORGANIZATION(S)****Regarding . . .****Introductory Paragraph:**

The introductory paragraph of a fundraising agreement restates the names of the parties to the agreement. The abbreviated form of the parties' titles should be introduced here, if appropriate. Lastly, the purpose of the agreement should be stated. For example:

This Agreement is entered into between National Park Service (NPS) and Park Partner (Partner) for the purpose of raising funds to construct, restore, and maintain facilities at Picture Perfect National Park (Park).

I. Definitions:

Include a definition section to define terms of art, critical terms, acronyms, etc., which will be used in the agreement. Do not assume the reader knows these definitions.

II. Background and Objectives:

As a general rule, background information and the objectives of the parties are explained through a series of clauses at the beginning of an agreement. These clauses should concisely convey the relevant context, history and facts underpinning the agreement. Additionally, they should convey the intent of each party entering into the agreement. When drafting Background and Objectives clauses try to educate the reader on:

- 1) Who the parties to the agreement are;
- 2) The history of the relationship between the parties;
- 3) The subject matter of the agreement;
- 4) The facts critical to understanding the agreement;
- 6) How existing or related agreements affect the fundraising agreement, e.g., do they control in the event of a conflict with fundraising agreement.
- 5) What the individual or mutual goals of each party are.

Do not underestimate the importance of the Background and Objectives section of an agreement. Often the original parties to the agreement move on, or their perspectives or recollections change over time. Furthermore, if irreconcilable differences of opinion arise courts often look at the background and objectives section to assist them in understanding the original intent of the parties.

While there is technically no limit on the length of the Background and Objectives section, if you've written more than a page of explanatory clauses you should review the section to see whether you've included unnecessary information.

III. Authority:

Federal agencies and or their bureaus must have legal authority to take any action. Legal authority is derived from laws or regulations implementing laws. Generally, the underlying law providing legal authority for an action, as opposed to its implementing regulation, is cited in the authority, section. Documents such as Executive Orders or NPS Director's Orders do not provide legal authority and should not be cited as legal authority. They may, however, be cited in the Background and Objectives section, or elsewhere in the agreement to help explain NPS and partner motivations, goals and objectives.

The authority section of an agreement lists the legal authorities NPS is relying on to support the action it will take under the agreement. Where our partner is another governmental entity or is congressionally chartered, the partner's legal authorities should also be listed in the legal authority section.

Authority to undertake an action can be expressed in a statute or implied by a statute. Always try to list legal authorities that expressly authorize the activity contemplated. For example, NPS authority to accept most donations is expressly provided for by 16 U.S.C. § 6. This statute provides that:

- (1) The Secretary of the Interior in his administration of the National Park Service is authorized, in his discretion, to accept patented lands, rights-of-way over patented lands or other lands, buildings, or other property within the various national parks and national monuments, and moneys that may be donated for the purposes of the national park and monument system.

16 U.S.C. § 6 should be cited in most, if not all, fundraising agreements. The Department's *Partnership Legal Primer* contains a partial list of additional legal authorities NPS may, as appropriate, rely on to authorize fundraising. The Primer can be found on the Department of the Interior's Partnership web page:

http://www.doi.gov/partnerships/partnership_legal_framework.html.

Statutes can also be cited as authority if the action contemplated is reasonably implied by the statutes' terms. For example, in the context of donations, authority to provide limited assistance to a partner in soliciting donations is implied. One example of limited solicitation assistance is providing a partner's prospective donors with a list of NPS needs.

While 16 U.S.C. § 6 and other statutes provide NPS authority to accept donations, acceptance of a donation must not be inconsistent with other applicable laws such as park organic legislation. Thus, NPS cannot accept a donation that will be used in a manner that will impair park values and purposes. Lastly, donation acceptance may be contingent on other factors such as the completion of required environmental compliance processes or compatibility with a park unit's general management plan.

Sometime fundraising partners seek to undertake multiple fundraising events to support multiple

projects over the course of multiple years. When such a long-term, multi-faceted relationship is contemplated it best to execute an initial "General Agreement" between the parties. A General Agreement addresses the relationship of the parties in broad terms and may incorporate provisions that are universally applicable to all future authorized fundraising activities. Subsequent authorized fundraising initiatives, of which there may be many during the life of a partnership relationship, can be memorialized in separate sub agreements that build off the General Agreement.

Sometimes fundraising agreements address more than just fundraising. For example, fundraising agreements might also seek to authorize a partner to undertake a living exhibit pursuant to 16 U.S.C. § 1a-2(g). While it is possible to create hybrid agreements and many such agreements exist, it is generally better to authorize activities unrelated to fundraising separately. Provisions unrelated to fundraising may, in some cases, be appropriate for inclusion in a General Agreement.

The Solicitors Office should be consulted early in consideration of a partnership relationship to help NPS and its potential partner understand what is legally possible.

IV. Responsibilities and Understandings of the Parties:

The Responsibilities and Understandings section of a fundraising agreement sets out what each party agrees to do. Each party should be assigned its own subsection listing its own responsibilities and understandings. For example, there should be a subsection entitled "NPS agrees to" and counterpart subsections should be established for each additional partner, e.g., the "Partner(s) agree to."

Sometimes, NPS and its partners will jointly agree to an understanding or jointly agree to undertake an action. These joint understandings and agreements should be captured in a separate subsection. For example, it is a good idea to jointly agree on dispute prevention and resolution processes such as staff level consultations, gradual elevation of unresolved disputes, and perhaps the introduction of a mediator. Such provisions are perfect for the "jointly agree to" section.

Facts, statutory authorities, policies, partners, partnership activities, goals, and objectives, etc., differ from agreement to agreement. Therefore it is impossible to provide standard provisions for incorporation into the Responsibilities and Understandings section of all fundraising agreement. Nevertheless the following recommended provisions should be considered for inclusion in the Responsibilities and Understanding section of any fundraising agreement. The following list is not exhaustive. NPS staff, and or the Solicitor's Office, must determine on a case-by-case basis what additional provisions should be included in a particular agreement.

A. Responsibilities and Understandings Related to Implementation of Director's Order 21

Directors Order 21 (DO 21) and the accompanying Reference Guide constitute NPS's policy on fundraising and donation acceptance. This policy was crafted in light of applicable laws, regulations and Departmental and Administration policies. The following provisions address DO 21 considerations. All fundraising agreements should:

1. Expressly recognize that NPS will comply with DO 21, as amended, supplemented, or superseded in the implementation and administration of the fundraising agreement, and that the partner will assist NPS in meeting its DC 21 obligations where appropriate.
2. Identify what the partner will do under the fundraising agreement, e.g., raise funds, or seek in-kind good or services.

3. Include a clearly identified partner fundraising and/or donation goal over a specified period of time.
- ~~4. Include a discussion of how donations will be used and who has responsibility for ensuring their use, i.e., will NPS or the partner expend donated funds and under what circumstances will donated funds be expended?~~
5. Include the DO 21 provision limiting expenses a partner can incur in association with its fundraising efforts. Currently a partner may retain up to 20 percent of funds raised to cover actual expenses and overhead incurred by the partner in fundraising pursuant to the agreement. Furthermore, any fundraising consultants and staff, if compensated, must be paid a salary or flat fee as opposed to a commission.
6. If a partner represents itself to NPS and or the public as a non-profit organization, include a provision requiring the partner to be fully qualified to seek and receive philanthropic contributions under state and federal law.
7. List donor recognition activities that may occur in a park unit.
8. Include a provision requiring NPS concurrence prior to the public announcement of a fundraising campaign.
9. Include a provision prohibiting fundraising activities prior to completion of necessary deliverables or other contingencies. NPS policy requires that fundraising approval packages include all deliverables, so this clause should be used infrequently and under extreme circumstances.
10. Where appropriate, include a provision authorizing the partner to raise "seed money" to assist it in the start-up of the organization's philanthropic effort. The term seed money should be construed conservatively in the agreement, e.g., funds needed to hire a minimal staff, or to draft conceptual designs needed for the fundraising capacity study or the fundraising plan required for NPS approval of a fundraising effort.
11. Provide for appropriate partner access to NPS resources, structures, etc., in furtherance of its philanthropic efforts. The use of Special Use Permits to authorize such activities may also be contemplated in this section of the Agreement.
12. Address conditions under which NPS staff will be made available to assist a partner in its fundraising efforts, e.g., by presenting park needs to potential donors or by providing tours of park resources.
13. Provide NPS the ability to review and approve partner proposed contractors, e.g., architectural and engineering firms (A&E firm), construction contractors, professional fundraisers, etc., that the partner is considering hiring. This provision will assist NPS and its partner to determine whether a proposed contractor has the appropriate experience and reputation to undertake the activity contemplated.
14. Provide that all third party agreements of a material nature be submitted to NPS for review and approval. Examples of such agreements include proposed agreements with firms hired to assist with fundraising or to undertake construction within a park unit.

15. Preclude partners from portraying either Congress or the NPS as having failed to meet their responsibilities to fund NPS operations.
16. In the "jointly agreed to section" contain, at a minimum, provisions that:
 - a. Ensure regular meetings, to foster close cooperation on agreement implementation;
 - b. Commit the parties to working together to resolve differences without quick resort to elevation within the partner organizations or appeal elsewhere within NPS or the federal government;
 - c. Commit the parties to timely decision making on matters necessary to ensuring proper implementation and administration of the agreement.
17. In most instances NPS must pre-approval of materials developed for public release. See Provision XII.G. of this model agreement for additional standard provisions relating to this topic.
18. When partners receive funds on behalf NPS they must account for monies using certain generally accepted accounting principles and procedures. See Article XI of this model agreement for additional information.
19. Where the agreement specifies a series of projects to be funded, the priorities for expenditure of funds on those projects should be identified.
20. Identify sources of funding.
21. Describe the vetting process for prospective contributions. This process will assist the partner in determining whether to accept a donation based on an assessment of how the acceptance of the donation might or might not give rise to an appearance of a loss of integrity or impartiality, or otherwise reduce public confidence in the NPS or the Department. The process should include a method to elicit pertinent information such as:
 - (a) Whether the donor or its officers or directors is involved in litigation or other disputes with the NPS or the Department;
 - (b) Whether the donor is seeking a permit from the NPS, or is otherwise engaged in any type of business relationship with the NPS or the Department;
 - (c) Whether the donor has been debarred (or presently in a debarment proceeding) from contracting with NPS, the Department or another government agency; and
 - (d) Whether the donation is connected to corporate marketing, see section 7 (Cause-Related Corporate Campaigns) for information on considering corporate marketing proposals;
 - (e) The size of the donation;
 - (f) Whether the donation is a singular event or part of a series of donations.

B. Partner Fundraising for, and Assumption of, Responsibilities Related to Construction of Capital Improvements:

Sometimes partners donate construction plans, completed structures, remodeling services, etc. to NPS. Provisions that may be incorporated into a fundraising agreement to address donated construction

related goods or services are set out below. Remember that the following list is not exhaustive, nor are all provisions discussed applicable in all situations. Additionally, it may be possible and preferable to address construction in a separate general agreement. Be aware that Congress requires it be given the opportunity to review donation proposals associated with capital construction projects costing \$5 million or more. Please review the partnership construction process found at Section 9 of the Directors Order and Reference Guide for more information.

All fundraising agreements that contemplate fundraising for construction should:

1. Clearly identify who bears what costs and what responsibilities associated with construction.
2. Provide that construction may not begin until NPS has determined that all funds are available to complete construction.
3. Include a provision requiring NPS review and approval of any construction plans, engineering documents, environmental compliance documents (when generated by the partner), change orders, or other related activities.
4. Provide that the partner retains no title or other interest in the capital improvements it donates to NPS.
5. Provide that NPS must review and approve agreements with A&E firms, general contractors, etc.
6. Reserve NPS's ability to monitor, inspect, and have access to the construction site to ensure compliance with law, the terms of the agreement, construction plans, NPS construction standards, the Special Use Permit authorizing construction, NPS policies, etc.
7. Incorporate procedures to ensure compatibility between proposed activities and the NPS Development Advisory Board review processes.
8. Provide for site-specific construction standards, prerequisites, approval, and conditions through use of a Special Use Permit (SUP). List general topics that may be addressed in the SUP, e.g., location, construction standards, safety, access, monitoring, etc.
9. Provide that upon cessation of partner construction activities within a park, NPS will inspect the project and the partner will promptly take any steps reasonably necessary to address any concerns raised by NPS.
10. Include a provision requiring that the partner insert a provision in any material agreement between the partner and a third party, e.g., A&E firm, construction contractor, professional fundraiser, etc., making NPS a third-party beneficiary of that agreement. Such provisions allow NPS to take actions against third parties in the event that they breach their agreement with the partner and NPS is harmed.
11. Address who will have responsibility for long-term operation and maintenance costs associated with donated projects.
12. Where appropriated funds are used in conjunction with donated funds or in-kind donations to procure construction, include a provision requiring compliance with Davis-Bacon Act wage and hour requirements.

13. Where no appropriate funds are used to procure construction and, therefore, where the Federal Acquisition Regulations do not apply, include provisions designed to ensure that best practices will be employed by the partner in selecting contractors and in administering construction contracts. For example, partners should commit to undertaking a fair and open bidding process. The only exception to an open bidding process may be where the contractor proposes to donate all construction services and forego profits.

V. Endowments

Funds for long-term operation and maintenance costs (O&M) of NPS structures, resources, or programs are often needed by NPS. A good way to provide for such support is the establishment of an endowment. An endowment is an account that generates interest or earnings to pay for projects. Generally, the base amount (or corpus) deposited is not withdrawn, thereby helping to create a lasting source of income.

As a practical matter, the partner is likely to have more success fundraising for an O&M endowment if the endowment is packaged together with project and or construction fundraising. Therefore, the creation of endowments should be considered and, where appropriate, addressed in a fundraising agreement. The following considerations should be addressed when creating an endowment:

1. Before executing an agreement authorizing an endowment agreement, ensure that NPS has an opportunity to review a professionally prepared investment plan addressing, at a minimum: the investment goals and assumptions, the level of acceptable risk, the targeted amount of annual support for NPS, the expertise of the investment managers, and the cost of investment management.
2. Identify general categories of activities endowment funds may be used for, e.g., the provision of a program or facility maintenance. Be sure that NPS retains flexibility to manage the daily operation of the program and to make specific expenditures consistent with the agreed to general categories without partner review and approval.
3. Identify under what circumstances, if any, the endowment corpus may be used.
4. Identify who will administer the endowment, e.g., the partner or a third-party such as the National Park Foundation. NPS lacks legal authority to manage an endowment.
5. Include accounting and reporting provisions.

VI Property Utilization

i) The Property Utilization section should be used to describe NPS property that may be used by a partner in obtaining the goals and objectives of an agreement. For example, NPS may permit an organization to use surplus office space and associated NPS equipment in a park to assist the partner in attaining fundraising campaign goals. The property utilization section addresses, in part, what property may be used by the partner, the duration of that use, maintenance responsibilities, site and safety conditions, payment of utilities, compatibility of partner activities with other NPS responsibilities, hours of operation, etc.

VII. Term of Agreement

ii) Under current NPS policy the term of a fundraising agreement should not exceed 5 years. Fundraising agreements can be renewed for additional periods of up to 5 years if agreed to by the parties. If a General Agreement was used to establish the relationship between the parties, the fundraising agreement should run no longer than the term of the General Agreement. The following is standard language that may be used to establish the term:

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the parties in writing, this Agreement shall expire on _____ date _____.

VIII. Termination and Expiration

The termination and expiration section of any fundraising agreement addresses: 1) the party's ability to terminate the agreement; and 2) what happens to donations after termination or expiration of the agreement.

Generally, any party can terminate a fundraising agreement with 30 days notice to the other party. Depending on the nature of the agreement, e.g., risk to the Government, it may be appropriate also to include a clause permitting termination for the convenience of the Government (TFC). For example, in order to maintain maximum ability to protect park resources, a TFC should always be included in an agreement authorizing construction in a park. Items a., b., and c., are examples of termination clauses that may be incorporated into fundraising agreements.

- a. The following termination clause alternative does not require a "cause," such as breach of the agreement, for termination. This provision may be appropriate where the primary function of an agreement is to facilitate philanthropic donations:

Either party may terminate this Agreement for any reason by giving thirty (30) days written notice. Termination will be effective at the end of the thirty (30) day period. No party will incur costs as a result of termination

- b. The following alternative requires cause for termination. This provision is appropriate where one or more of the parties to the agreement has a legally enforceable obligation to the other, e.g., a party has agreed to generate some work project:

If either party fails to observe the terms and conditions of this Agreement, the other party may terminate this Agreement for default without cost or any legal process whatsoever by giving thirty (30) days written notice of termination, the termination will be effective at the end of the thirty (30) day period.

A termination for cause provision may be appropriate to protect NPS interests in complex matters such as partner construction on NPS property with donated funds. However, the above provision may be insufficient in detail to address termination of construction and other complex matters. Consult the Solicitor's Office when NPS intends to create such legally binding relationships.

- c. The following TFC clause may be used in conjunction with either alternative above.

The National Park Service may terminate this Agreement for the convenience of the government, at any time, when it is determined to be in the best interest of the public to do so. The effected parties shall be notified within 5 working days following

termination. Termination pursuant this provision will be without cost to the Government.

All fundraising agreements should require that, upon termination or expiration of the agreement, donated goods or funds, less expenses reasonably incurred by the partner (taking into account the DO 21 cap on fundraising expenses; see section ___ of DO 21), should be transferred to NPS or an NPS designee for uses consistent with the terms of the agreement, or consistent with the purposes for which they were donated. Fundraising agreements should also provide that, if donations cannot be used in the foregoing manner, they will either be returned to the donor, or the donor should be contacted for further instructions regarding disposition of the donation.

IX. Key Officials

List the names and contact information of Key Officials of each organization responsible for administration and implementation of the agreement. Parties should be notified if a Key Official changes.

Key Officials play a very important role in ensuring smooth implementation of fundraising agreements. Therefore, consideration should be given to whether the Key Official has the time and expertise needed to discharge this function.

Note to Reader:

Provisions contained in Articles X, XI, and XII below cannot be easily modified or deleted without risking harm to NPS interests. Therefore, modifications to these standard provisions are rarely authorized by NPS. The standard provisions appear in bolded italics below. When needed, discussion of these provisions appears as normal text. The discussion section addresses when NPS staff may have flexibility to modify a particular standard provision.

Article X. Liability and Insurance

A. Standard Liability and Insurance Provisions

- In connection with activities that are the subject of this Agreement, the Partner will procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Partner shall provide the NPS with confirmation of such insurance coverage. Insurance coverage shall be reviewed every two years beginning on the date of execution of this Agreement and shall be modified if necessary to ensure consistency with generally accepted insurance practices and NPS policies.*

Provision X.A.1 contains the recommended minimum insurance coverage for NPS partner activities, these coverages are for use in event the partner is engaging in activities on park property. The \$1 million per person or \$3 million per claim figure used in this standard is a guideline only. NPS staff

must use due diligence in determining the appropriate amount of coverage for each project. For example, the \$1 million / \$3 million minimum may be sufficient to cover most partner sponsored fundraising events within a park, e.g., a tour of a site by prospective donors. However, if a partner tour involves use of watercraft, the insurance coverage needed may be higher. Conversely, it may be appropriate to require less insurance coverage if the partner rarely enters the park. Lastly, NPS does not require state or local governments to acquire insurance. These entities are considered self-insured. NPS is currently reviewing insurance requirements to determine whether additional guidance respecting insurance is needed. If there are questions on this provision, the Solicitor's Office will provide guidance.

Since NPS partners must indemnify NPS for losses incurred as a result of their or their agents' actions, it may be in the partner's best interest to research appropriate insurance coverage. Information regarding appropriate coverage generated by the partner's insurer may be helpful to NPS's analysis of insurance sufficiency, but NPS should not defer to such information without critical evaluation.

2. ***The Partner assumes liability for and does hereby agree to, save, hold harmless, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way arising out of, the activities of the Partner, its employees, agents or contractors under this Agreement. This indemnification shall survive the termination or expiration of this Agreement.***

Provision X.A.2. is self explanatory.

3. ***The Partner will pay the United States the full value of all damages to the lands or other property of the United States caused by the Partner, its employees, agents, representatives, or contractors.***
4. ***The Partner shall procure and maintain fire and hazard protection insurance in an amount equal to the replacement cost of NPS structures and facilities utilized by the Partner. The Partner shall provide the NPS with confirmation of such insurance coverage. Any repairs or reconstruction carried out on structures and facilities on parkland with the proceeds of this insurance are subject to approval by the Superintendent.***

Consider inserting provision X.A.4. into agreements that allow a partner to occupy an NPS structure for partnership related purposes. NPS may consider waiving or pro-rating this provision where a structure is shared with NPS employees, e.g., where NPS operates the visitor center and the partner operates a bookstore within it. This insurance provision is used in addition to - and not in place of - other required insurance provisions discussed above.

B. Contractor Insurance and Performance Bond

As noted, sometimes partners donate capital improvements to NPS. The provisions set out below should be used where the partner will hire individuals or entities to plan, construct, or remodel structures on NPS property. These provisions were derived from insurance provisions applied to construction activities of NPS Concessioners and will be updated periodically to ensure consistency with the

Concessions Insurance Program. Should the partner wish to conduct these activities itself, i.e., the partner is a general contractor, the provisions below would need to be modified accordingly. As drafted, these provisions assume NPS will make future determinations regarding appropriate construction related insurance and performance bond amounts. If that information is available at the time the agreement is drafted, the construction insurance and performance bond provisions information should be included in the agreement.

1. *The Partner will require that any contractor undertaking construction, remodeling, or renovation projects within the park acquire Builders Risk Coverage acceptable to NPS. The Builders Risk policy shall provide for loss recovery on a Replacement Cost basis.*
2. *The Partner will require that any contractor undertaking construction, remodeling, or renovation projects within the park acquire Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Professional Liability Insurance (i.e., insurance for architectural or engineering service) that is acceptable to NPS.*
3. *The Partner will provide NPS with Certificates of Insurance setting out in sufficient detail coverages, limits, and coverage amendments so that NPS may determine whether the insurance is sufficient for the project at issue.*
4. *The Partner will require that any contractor undertaking construction, remodeling, or renovation projects within the park acquire a Performance Bond acceptable to NPS.*
5. *All insurers for all coverages must be rated no lower than A- by the most recent edition of the Best's Key Rating Guide (Property-Casualty Edition).*
6. *All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty Edition).*
7. *All insurers must be admitted, licensed, and approved to operate in the state in which the project will occur.*
8. *Include in any agreement between the Partner and an architect, engineer, or contractor relating to construction within the park a provision making the United States a third-party beneficiary of that agreement. While this clause is recommended it is currently not required in all circumstances*

Provision X.B.8. allows NPS to take legal action against a party that has contracted with a partner to produce goods or services for the benefit of NPS and has failed to meet its contractual obligations. Without this provision, NPS's ability to bring legal action on the contract may be limited and its ability to protect NPS programs and resources may be unnecessarily restricted. There may be circumstances in addition to construction where NPS may benefit from introduction of a third-party beneficiary clause.

XI. Accounting and Reports

Below is a series of general accounting provisions that can be included in almost any fundraising agreement. They are designed to account for donations held by a partner for the benefit of NPS. NPS may want to include additional reporting requirements on a case-by-case basis. Where NPS is transferring money or other things of value to a partner please refer to Director's Order 20 and its

accompanying handbook regarding grants and cooperative agreements for standard accounting provisions that comport with Office of Management and Budget requirements.

1. *The Partner will maintain accounting books and records under a system of accounts and financial controls meeting generally accepted accounting practices.*

Provision XI.C.1. is self-explanatory.

2. *The Partner will furnish to NPS an annual financial report on date of each year including financial statements generated by an independent licensed or certified public accountant. The annual financial report shall be in such detail that all interest, investment income, gross receipts and expenses incurred by, or accruing to, the Partner in connection with activities under this Agreement will be clearly addressed.*

Provision XI.C.2. may be modified to require an audited financial statement. Factors that should be considered in determining whether an audited financial statement should be requested include: the amount of funds at issue, the experience of the partner, NPS's history of working with the partner, and the nature of the project funds are being raised for.

3. *The Partner will permit NPS, its designee, or the Comptroller General to verify and audit the financial report from the books, correspondence, memoranda and other records of the Partner during the period of this Agreement and for such time thereafter as may be necessary to accomplish such verification.*

Provision XI.C.3. is self-explanatory.

4. *The Partner will ensure that any funds raised under this Agreement are kept in a separate and distinct bank account from other funds held by the Partner.*

Provision XI.C.4. is intended to prevent commingling of funds with a partner's general operating funds or, in some cases, funds raised by a partner and designated for projects unrelated to the fundraising agreement.

XII. Required and Miscellaneous Clauses

- A. ***NON-DISCRIMINATION:** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.*

Provision XII.A. is self-explanatory.

- B. ***NPS APPROPRIATIONS:** Nothing contained in this Agreement shall be construed as binding NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the future expenditure of money in excess of such appropriations.*

Provision XII.B. is designed to help ensure that NPS and its employees comply with the Anti-Deficiency Act. Under the Act, NPS cannot obligate funds not yet appropriated by Congress.

- C. ***LOBBYING WITH APPROPRIATED MONEYS (18 U.S.C. § 1913):*** *No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member of official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.*

Provision XII.C. bars partners and NPS from expending or authorizing the expenditure of appropriated funds for lobbying activities.

- D. ***PRIOR APPROVAL:*** Below is an example of items that would require prior NPS approval.

The Partner shall obtain prior written approval from NPS before:

1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature;
3. Assigning this Agreement or any part thereof;
4. Constructing any structures or making any improvements within the Park;
5. Releasing any public information that refers to the Department of the Interior, NPS, the Park, any NPS employee (by name or title), this Agreement or the fundraising campaign or Projects contemplated hereunder.

The above prior approval provision is generally used to restate or consolidate prior approval requirements contained in other parts of the agreement. However, new prior approval requirements may be added here as well. The above examples of prior approvals are representative of prior approval provisions found in many fundraising agreements. But they may not be appropriate for inclusion in all agreements.

- E. ***Compliance with Applicable Laws:*** *This Agreement and performance thereunder is subject to all laws, regulations and management policies governing NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any Act of Congress.*

Provision XII.E. is a general savings clause which helps ensure that legal or policy requirements not

expressly addressed in the agreement apply to the activity at issue. Nevertheless, to the extent practicable, when NPS is aware of an applicable law or policy provision that may be implicated by the agreement the provision should either be addressed in the body of the agreement, or in an attachment to the agreement. Further, where an agreement contemplates construction on NPS land, a significant array of laws, regulations, and policies relating to construction may apply. The Solicitor's Office can help identify relevant laws, regulations and policies and provide appropriate provision for inclusion in an agreement of this type.

F. Modifications: All modifications to this Agreement shall be in writing and shall be signed by the Partner and the NPS.

Provision XII.F. is self-explanatory.

G. Disclaimers of Government Endorsement: The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the Partner's work, services, or positions, or that the Partner's work or services are superior to work or services performed by others. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent NPS or the Department of the Interior from recognizing contributions made by the Partner to NPS, and from authorizing, on a case-by-case basis, inclusion of such recognition in materials generated by the Partner.

The Partner must obtain prior Government approval through the NPS Key Official 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.

The first paragraph of Provision XII.G. is self-explanatory. The provision is not intended to prevent NPS from publicly recognizing the generous contributions of its partners or donors. It is recommended that the Key Official consult an Ethics Officer on all requests for publication of materials by partners to help ensure against the appearance of a conflict of interest.

H. Merger: This Agreement, including any attachments to hereto, and or documents incorporated by reference herein, contains the sole and entire agreement of the parties.

Provision XII.H. is self-explanatory.

I. Modifications: This Agreement may be extended, renewed or amended only when agreed to in writing by the NPS and the [insert partner's name].

Provision XII.I. is self-explanatory.

J. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.

Waiver is a legal term used to describe a permission to take an action contrary to the terms of an existing agreement. A waiver can be: 1) formal, e.g., written permission to take an action; 2) informal, e.g., verbal permission to take an action; or 3) implied, e.g., a party is on notice that an action is occurring, or will occur, the action is inconsistent with the terms of an agreement, and the party fails to object in a timely way. Difficult partnership problems can arise when informal or implied waiver is alleged by one

party and rejected by the other. Therefore, inclusion of the above provision in agreements is recommended.

K. Assignment: No part of this Agreement shall be assigned to any other party.

Provision XII.K. prevents one party from granting a third-party the rights and obligations it has under a fundraising agreement. The agreement can be amended to permit assignment on a case-by-case basis if agreed to by all parties.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Sometimes it is logistically difficult for all parties to sign the same agreement. Provision XII.L permits execution through the signature of separate copies of the agreement.

M. No Lobbying for Federal Funds: The Partners will not seek appropriations from Congress to support any ongoing or proposed Partner activity or project relating to the subject matter of this Agreement or sub agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude Partners from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor should this paragraph be construed as requesting, authorizing or supporting advocacy by nonfederal entities before Congress.

Current NPS policy bars partners from seeking appropriations for partnership activities unless the activity is included in the President's budget to Congress. The foregoing provision implements this policy and is a required clause in all fundraising agreements.

N. Agency: The Partner is not an agent or representative of the United States, the Department of the Interior, or NPS, nor will the Partner represent its self as such to third parties.

Provision XII.N has been added to partnership agreement to help ensure that Partner's representations to donors, and partners' actions respecting donations, are not misconstrued as representation by, or actions of, the Government.

O. No Third-Party Beneficiaries: Unless expressly stated herein, nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

P. Survival: Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement, shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of this Agreement and in connection with this Agreement, shall survive expiration or termination of this Agreement.

Q: Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement

or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

R. Captions and Headings: the captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

XIII. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

[For the National Park Service, Name, Title]

[For the Partner, Name, Title]

Include the name and title of each signatory to the agreement. Make sure that DO 21 is followed with respect to appropriate NPS signature levels and Solicitor's Office surnames are obtained.

Basic Fundraising Form Agreement

Part I. Instructions

A. What Does this Fundraising Agreement Form Do?

The National Park Service (NPS) is the grateful recipient of philanthropic support from many individuals, organizations and businesses. NPS must ensure that fundraising and related activities are consistent with law, NPS policies and program priorities. This form is intended to expedite the approval of fundraising proposals that seek to raise relatively small sums of money, goods or services. Once completed, this form provides the NPS with sufficient information to evaluate your fundraising proposal. Additionally, if signed by both parties this document guides all fundraising activities described therein.

B. Who May Use this Form Agreement?

Individuals and Organizations Lacking Non-Profit Status: This agreement may be used by individuals and organizations that lack non-profit status under state and federal law, and that propose raising money, goods, or services for the benefit of NPS in amounts totaling between Two Thousand Five Hundred Dollars (\$2,500.00) and Fifty Thousand Dollars (\$50,000.00) annually.

Businesses: Businesses may use this agreement to raise money, goods, or services for the benefit of NPS in amounts totaling between Two Thousand Five Hundred Dollars (\$2,500.00) and Fifty Thousand Dollars (\$50,000.00) annually. All donations must be strictly philanthropic - that is they are not used as part of a campaign to publicly promote the business, its products, or services. For purposes of this agreement, a typical business could seek contributions from employees, subsidiaries, or affiliates, but not from the general public or the businesses' customers. NPS has policies in place addressing fundraising and donation activities of businesses seeking to advertise their association with the NPS to the general public. Please consult NPS officials and or Section 7 of NPS Director's Order 21 for additional information [insert final DO 21 website address].

Non-profit Park Support Organizations: This form may be used by non-profit organizations formed in whole or part to assist the NPS, e.g. traditional NPS friends groups or cooperating associations, provided that their annual fundraising goal for all fundraising activities does not exceed \$50,000.00.

C. How is this Form Agreement Executed?

Please fill out all information in **Part II** and mail the entire fundraising form agreement to the Superintendent of the park unit for which you wish to raise funds, goods, or services. **Please do not sign the agreement prior to mailing.**

The Superintendent will review your fundraising proposal to ensure that it is consistent with law, and NPS policies and program priorities. Upon the conclusion of this review, the Superintendent will either: 1) sign the fundraising agreement; 2) sign the agreement after adding additional terms; 3) request additional information; or 4) return the agreement with a letter explaining why the agreement could not be signed.

If the Superintendent returns the agreement signed, please review **Part III.B.5.** for any additional terms or clarifications that the Superintendent may have included. If you agree to all terms or clarifications please sign and date the Agreement and mail it registered mail to the Superintendent. **Please do not modify the agreement after the Superintendent has signed it. Any such modification will void the agreement.** Contact the Key Official identified by the Superintendent in **Part III.B.4.** of this agreement if you have any questions or concerns regarding the agreement.

Part II. Background Information:

Please use the spaces provided to type or print the information requested below. You may attach additional pages to this form agreement if you desire.

- A. Name and address of the individual, organization or business proposing to Fundraise for the benefit of the National Park System.
- B. Key Contact Information: Name/Phone/Fax/E-mail
- C. What are you proposing to fundraise for?
- D. What is the fundraising goal? For example, how much money do you intend to raise and or what goods or services do you intent to seek donations of?
- E. If you are fundraising for a specific project, e.g., a park shelter, restoring a structure, creating an exhibit, creating a park interpretive program, etc., will the funds, goods, or services you raise be sufficient to undertake and maintain the project or will additional resources be needed. If additional resources will be needed what are they and how do you propose they be acquired?
- F. Is your organization recognized as non-profit by the Internal Revenue Service?
- Yes _____
No _____
- G. Are you, your organization or your business: 1) doing business or seeking to do business with the Department of the Interior, NPS, or another Department of the Interior bureau, 2) litigating with the Department of the Interior, NPS, or another Department of the Interior bureau, or 3)

regulated by the NPS or another Department of the Interior bureau?

Yes _____

No _____

If the answer to any of the above questions is yes please explain.

H. Who will you be seeking donations from? Please identify any donors who may contribute more than \$2,500.00.

I. How do you intend to recognize donor for their contributions?

Part III. Fundraising Agreement Terms

A. Upon execution of this agreement you, your organization or your business agrees:

1. That no more than 20 percent of funds raised may be used to pay for actual overhead costs incurred in fundraising. Additionally, any fundraising consultants and staff, if compensated, will be paid a salary or flat fee as opposed to a commission.
2. Not to state or imply Department of the Interior, NPS's, or Government employee endorsement of you, your organization or your business, or any business product or service.
3. Not to use the NPS Arrowhead or other NPS symbols in any publication without written approval from the NPS.
4. That all funds raised will be deposited in a federally insured bank account and will be used for the purposes described in this agreement. These funds will not be commingled with any other funds. Bank records will be made available to NPS upon request. Alternatively, funds will be provided directly NPS for deposit in a Government account to be used solely for the purposes of this agreement. You will contact the NPS Key Official to request establishment of a Government account if you choose this option.
5. To inform potential donors that funds raised may be directed by the NPS to other park projects if the funds cannot be used for their intended purpose.
6. To inform potential donors if the partner lacks non-profit status under state and federal law.
7. That, unless expressly agreed to by NPS in **Part III.B.5.** of this agreement, nothing in this agreement is intended to require NPS to expend any appropriated funds on any matter related to this Agreement. If NPS has agreed to expend appropriated funds under this Agreement, nothing contained in this Agreement shall be construed as binding NPS to expend in any one

fiscal year any sum in excess of appropriations made by Congress and available for the purposes of this Agreement for that fiscal year, or to involve the United States in any contract or other obligation for the future expenditure of money in excess of such appropriations.

- 8. Not to seek appropriations from Congress to support any ongoing or proposed activity or project relating to the subject matter of this Agreement or sub agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor will this paragraph be construed as NPS requesting, authorizing or supporting advocacy before Congress.
- 9. Not portray either Congress or the NPS as having failed to meet their responsibilities to fund NPS operations.

B. The NPS agrees:

- 1. To recognize the donation made by you, your organization or business in a manner consistent with NPS donor recognition policies.
- 2. To the extent practicable, to provide materials and or NPS staff to explain NPS needs to potential donors.
- 3. To consider requests to conduct in-park activities intended to further the goals of this Agreement.
- 4. To provide an NPS Key Official to assist in implementing this Agreement. The Key Official currently assigned to this Agreement and corresponding contact information follows:
- 5. Additional Terms and Clarifications:

C. Term and Termination:

This agreement will terminate 1 year from the date it is signed by both parties unless terminate earlier by either party for convenience. This agreement may be extended by NPS, in writing, for an additional term not exceeding 1 year. Upon termination all goods and funds donated to benefit NPS, less acceptable costs incurred in fundraising, will be provided to NPS.

Part IV. Signatures

_____ Date _____

Name: _____

Title (if applicable): _____

Organization/Business (if applicable): _____

_____ Date _____

Superintendent's Name: _____

NPS Unit: _____

8.2. Determination of Feasibility for Fundraising Success

The feasibility study evaluates the readiness of an organization (both the park and the nonprofit support partner) to undertake the proposed fundraising effort, the willingness of potential donors to support it, and the likelihood of success. It is conducted by a consultant or campaign counsel and can take three to six months to complete. The feasibility study typically includes an assessment of the following:

- **Credibility:** Do prospective donors have confidence in the mission, programs and leadership of both organizations?
- **Case for support:** Is there a clearly articulated reason for giving and do potential donors understand it?
- **Prospect base:** How many prospective donors can be identified? Are these highly cultivated relationships that are eager to support the campaign? Are there enough prospects with the ability to give at the levels needed to reach the goal?
- **Campaign leadership:** Is a group of highly influential and committed volunteers in place?
- **Institutional readiness:** Are the organization's systems in place to support the day-to-day business of running a fundraising effort? Is the park staffed to support the partnership?
- **Fundraising environment:** What external factors might influence the campaign's success?

8.3 Fundraising Plans

The fundraising plan is informed by the feasibility study. It considers organizational, philanthropic and societal issues that may impact fundraising, outlines financial goals and strategies and presents budgets and timelines. The fundraising plan should include the following information:

- The goal of the effort;
- A description of the campaign's relationship to the mission/strategic plan of the nonprofit fundraising partner organization;
- A description of the results of the feasibility study;
- The target audience or market;
- Fundraising and solicitation strategies;
- Cultivation and socialization plans;
- Composition of the campaign committee (the "campaign committee," formed of board members and volunteers, leads and manages the fundraising effort);
- Identification of the NPS role (including the role of the superintendent, senior staff, other NPS employees);
- Acknowledgement and reporting requirements;
- Donor Recognition;
- The timeline;
- The fundraising budget and financial plan; and
 - Benchmarks and evaluation procedures/deadlines.

Chapter 9

9.0 Construction – Partnership Construction Projects

9.0 Partnership Construction Process

Construction of facilities in the National Park System is primarily accomplished with appropriated funds. However, various construction projects throughout the system have been built at least in part utilizing donated funds. Construction projects undertaken with donations are considered "Partnership Construction Projects" and are further described in this section and on the NPS Partnership web site: (www.nps.gov/partnerships/capital_campaigns.htm).

Partnership construction projects are evaluated using the same criteria as those used for appropriated funds. They must:

- (d) Be for a previously identified priority, consistent with general management plans and support the NPS' mission;
- (e) Be included in the NPS five-year capital plan if any appropriated funds are to be used for the project;
- (f) Be sustainable over time in terms of maintenance and operations.

Section 9.1 of NPS Management Policies contains additional information on construction and facility planning and design. Additional guidance on NPS construction is available from the Regional Construction or Facility Management contacts, the WASO Office of Construction Management, and the Denver Service Center.

The Partnership Construction Process is a five-phase process that is designed to guide a partnership project from its initial conception through project definition and development, to implementation. Partnership Construction Projects are reviewed and approved through the process as generally described in the Partnership Construction Process flowchart and checklist (see below). There five phases of the process are:

1. Initial Phase: Project is generally defined and determined a park priority and appropriate for fundraising. A partner is agreeable to work on the project and the project is a priority of the appropriate region.
2. Project Definition Phase: In depth definition and project scoping. Regional Director reviews and recommends. Development Advisory Board (DAB) reviews (over \$500,000), WASO review and recommendation. Projects over \$5 million reviewed by Congress for appropriateness.
3. Agreement Phase: Requirements of DO 21 addressed: WASO review and recommendation, Congressional review of projects over \$5 million, Director and/or Regional Directors approve and sign appropriate agreements.
4. Development Phase: Fundraising undertaken by partner, project plans and specifications developed for project either by NPS or partner depending on agreement, DAB review and final approval.
5. Implementation Phase: Project constructed

For partnership construction projects valued in excess of \$5 million the Partnership Construction Process calls for two reviews by Congress of those projects. The first review is at the end of the Project Definition Phase and is intended to make Congress aware of a project the NPS is considering and to determine if Congress believes it is appropriate. If Congress raises no objections at this point the NPS then moves into the Agreement Phase of the project. During the Agreement Phase the NPS and the partner determine the feasibility of both parties and the philanthropic community to undertake the

project. If the NPS and partner determine the project is feasible it is then submitted to Congress for a second review and concurrence of the project. Until Congress concurs, the NPS may not proceed with the partner. Congress will only be forwarded those projects that have been determined by the Regional Directors and the Washington Directorate to be feasible based upon the degree to which they comply with the criteria discussed above.

The Partnership Construction Process provides valuable guidance for all partnership construction projects irrespective of their dollar value. The process is mandatory for all such projects with an estimated cost of \$500,000 or more. The Partnership Construction Process is intended to create common expectations between the NPS and its partner and ensure that projects are properly scoped, meet critical mission needs, and can be operationally sustained. Regional Directors are responsible for ensuring that partnership construction projects in their respective regions follow the phases of the Partnership Construction Process.

(Karyn: Put in Flow Chart here.)

CHECKLIST FOR PRIVATE-PUBLIC PARTNERSHIP CONSTRUCTION PROJECTS GREATER THAN \$500,000 BY PHASES OF DEVELOPMENT

The following represents a list of criteria that should be addressed before the Director will approve a private-public partnership construction project.

INITIAL PHASE

1. The project is a desired priority for the park, and as such, is included along with the park's other non-recurring needs in PMIS. If not presently identified in PMIS, the project must be entered into PMIS.
2. The concept is identified in an approved park general management plan and/or other park planning documents.
3. The park staff has assessed the compliance requirements and prepared an initial plan to ensure that those and other statutory obligations will be met.
4. The project is appropriate for a fundraising partnership.
5. The superintendent and the partner have demonstrated the capacity to undertake a project of this size and scope. The superintendent and partner have reviewed the relevant policy, and have been briefed regarding the NPS interim guidance for partnership construction projects. A primary point of contact has been identified in the region to work with the park and partner on project-related issues.
6. The Regional Director has received and concurs with a statement of mutual interests, roles and responsibilities with regard to the development of the potential partnership contained in a memo of intent signed by the superintendent and the partner.
7. The Regional Director has determined that the potential partnership is ready to move forward to the Project Definition Phase and has identified it as a regional priority.

PROGRAMMING PHASE

1. The project's scope, in terms of location, size and function, is clearly defined.
2. Appropriate NPS planning models have been applied. Deviations from the models have been identified and justified. (Note: A project consistent with the model does not guarantee that NPS will deem the facility size acceptable.)

3. The projected visitation of the facility has been determined and verified through accepted procedures.
4. The gross construction cost of the project is clearly estimated (Class C).
5. The estimated life cycle costs of operation and maintenance for the project to be incurred by the NPS and/or the partner (as applicable) are identified.
6. There is a decision as to whether an endowment for operation and maintenance of the facility or other improvement will be established.
7. The project's architectural themes, style and vocabulary are established.
8. The proposed functions of the building or other improvement are further refined and fully described.
9. The roles and responsibilities of the partners in the funding, construction, use and operation of the building are clearly delineated. All sources of funding for this project and responsibility for generating such funding have been determined and the initial understanding of the program to fund and operate the project is developed.
10. Estimated revenue from the building, if applicable, is determined based upon elements of the building size and visitor use projections by qualified consultants.
11. The Regional Director has reviewed and approved the project to be submitted to DAB for review and approval of the concept.
12. Projects proposed for park sites in areas with joint management or legislated oversight by external bodies have secured the appropriate approval from those organizations.
13. DAB has seen the project and approved the conceptual design.
14. After the DAB review/approval of the concept, the project is submitted to the AD-PIEVOR and AD-PPFL for review and recommendation to the Director that it's eligible to be sent for Congressional Consultation. The Director reviews and concurs, and the project is submitted among other projects on a quarterly basis through the Department and OMB for congressional consultation for a 30-day period of time.
15. Once a project has completed the 30-day period of congressional consultation, the AD-PIEVOR and AD-PPFO notify the region and park that the Programming Phase has been completed and that the project is ready to move into the Agreements Phase.

AGREEMENT PHASE

1. A fundraising feasibility study has been conducted to determine if the proposed fundraising goal is feasible for the proposed project, and if not what level is feasible as well as how best to position the case statement, the board of directors, and the park support personnel to succeed in reaching the fundraising goal.
2. A fundraising plan has been developed. Elements include: case statement, fundraising goal, results of the feasibility/planning study, target market or audience, the fundraising strategies, NPS role, acknowledgement and reporting requirements, fundraising budget, and the benchmark and evaluation pieces.
3. A donor recognition plan has been developed.
4. A communications plan has been developed to describe all aspects of the public communication on the project. Elements include: 1) the proposed timing of the announcement of any public fundraising campaign, 2) communications within the NPS, and with the media, Interior Department Officials, and Congress, and 3) a description of how the campaign will be conducted.
5. A financial management plan has been developed.
6. All other documents required under DO #21 have been prepared and submitted along with the approval memorandum, which is accompanied by all requisite copies of documentation.
7. The partner has agreed that soliciting Congress is not to be part of the fundraising

strategy.

8. An exit strategy has been developed to describe how the project will be managed if conditions change and the partnership fundraising effort is not successful.
9. The project is phased in such a way as to allow components to be built in the event that the partner is not able to raise all of the funds in the agreed to timeline
10. The roles and responsibilities of the NPS and partners are clearly delineated with regard to fundraising, government funding (if any), project design, funding for legal and regulatory compliance, operation and maintenance responsibilities, liability issues resulting from cost over-runs and design and construction standards, processes, oversight, and approvals.
11. A fundraising agreement has been prepared with the input from the park contracting officer if appropriate, the Solicitor's Office, the Regional Office and the WASO Partnership Office.
12. Once the approval memo accompanied by all documentation has been received by the WASO Partnership Office, then the policy review will be completed. A memorandum of recommendation will be prepared for transmittal by the AD-PIEVOR, AD-PPFL, and the Comptroller to the Director recommending that the project be submitted for congressional approval, which is a quarterly process.
13. After a project has been successfully through the congressional approval process, the project is approved by signature of the Director and/or Regional Director and notification that approval is granted. After this approval process has been completed, the fundraising agreement may be signed by the Director, park superintendent or regional director, as appropriate, and the partner. This step officially completes the Agreement Phase, and the project moves into the Development Phase.

DEVELOPMENT PHASE

1. All projects will proceed through the design process in accordance with established policy of the NPS and must complete another presentation to the DAB, following established procedures.
2. Changes in the scope or cost of the project, or the funding requirements of the NPS or the partner, require that the fundraising agreements be revised and approved by the Director in accordance with the requirements of the "Agreements Stage". Changes in scope and cost may also require DAB Review.
3. Changes in the requirements of the "Quiet Campaign and Public Campaign" require the fundraising agreements be revised and approved by the Director in accordance with the requirements of the "Agreement Stage".

IMPLEMENTATION PHASE

1. Once all funds are in hand, then the contracting process moves through the established rules and procedures of the NPS for contracting.

The partnership construction process is further described at:

http://www.nps.gov/partnerships/capital_campaigns.htm

Templates of transmittal memoranda will be included at a later date.

[1]

A joint project between NPS and a non-governmental entity (a Friends Group, for example) where the partner will be engaged in fundraising.