United States Department of the Interior

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

Director's Order #32: Cooperating Associations

Approved: Jonathan B. Jarvis
Director

Effective date: June 7, 2010

Duration: This Order will remain in effect until amended or rescinded

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Cooperating Associations (Associations or CAs) are one of the oldest and most enduring partnerships of the National Park Service. The strength of the partnership is derived from its primary purpose, which is the support of the educational, scientific, historical and interpretive activities of the NPS through the provision of educational products and services to national park visitors through retail sales. The success of an Association as a partner is determined by its ability to work cooperatively with NPS staff to evolve in a way that is responsive to the changing needs of the park(s) and the visitors they serve.

1. PURPOSE AND OBJECTIVES

This Order provides guidance to NPS managers and staff who work in partnership with Associations and helps to define the roles of the two organizations in order to strengthen mission alignment and clarify the responsibilities of each organization. As organizations that work on

behalf of the NPS, Associations are afforded special privileges and are given special responsibilities to help the NPS accomplish its mission. These privileges and responsibilities are outlined in this Order.

For purposes of this Order, an Association is defined as a private nonprofit 501(c)(3) corporation established under State law, with which the NPS has a signed standard Cooperating Association Agreement (Agreement). This Order is intended to provide guidance for those activities performed under a signed standard Agreement. A nonprofit organization may perform other functions to support the NPS, such as fundraising or operating an environmental education center when authorized by a separate appropriate legal instrument.

This Order replaces the previous edition, which was issued December 31, 2003. It supplements the Servicewide policies found in section 7.6.2 of NPS *Management Policies 2006*, and is not intended to document all the procedures, practices, and requirements applicable to the NPS's relationship with nonprofit organizations operating under a standard Agreement. For a comprehensive compilation of procedures, practices and requirements related to Associations, employees must refer to the "Level 3" policy document, *Cooperating Association Reference Manual* (RM-32), issued by the Associate Director, Partnerships and Visitor Experience. NPS *Management Policies 2006* remains applicable and serves as the basic foundation for this Order and the reference manual.

As with all components of the NPS directives system, this 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.

2. AUTHORITIES

2.1. Authority to issue this Director's Order. This Order is issued pursuant to: (1) the NPS Organic Act (16 U.S.C. §§ 1-4), which authorizes the NPS to undertake activities in furtherance of NPS mission objectives; (2) 16 U.S.C. § 6, which authorizes the NPS to accept donations in furtherance of NPS mission objectives; (3) 43 U.S.C. § 1473a, which gives the Secretary authority to accept and use contributions for cooperative projects with other Federal, State, or private agencies; and (4) 16 U.S.C. § 17j-2(e), which authorizes the NPS to work with non-profit organizations engaged in educational activities within the National Park System.

Director's Order #1: National Park Service Directives System, has delegated to the Associate Director, Partnerships and Visitor Experience, the authority to issue a reference manual outlining specific procedures that implement NPS policy requirements of this Order, and other operational guidance.

2.2. Authority to Approve and Terminate a Cooperating Association Agreement.

2.2.1. **Within a Region**. Where an Association serves one or more park areas within a region, authority to approve and terminate an Agreement is delegated to the regional director and may not be re-delegated to superintendents.

2.2.2. **Multiple Regions**. Where an Association serves park areas in more than one region, approval and termination authority resides with the Director.

2.3. Authority to Change the Provider of Retail Sales to the Public. When both an Association and a concessioner operate in the same park unit, and the NPS is considering a proposal to provide additional services which neither the Association nor the concessioner has provided previously in that park unit, the proposal must be approved by the regional director.

Regional directors must review and approve proposals for expansion of Association operations in a park unit, when such establishment or expansion may impact another Association and / or concessioner presently operating in that unit.

The Director must review and approve proposals for significant expansion of Association operations in a park unit or region, when such proposals may affect Association and / or concessioner operations in other NPS regions.

2.4. Authority to Approve and Accept Donations. In accordance with Director's Order #21: Fundraising and Donations (DO-21), the Director must approve all single donations, or a planned series of donations, of money and/or in-kind goods or services to the NPS totaling one million dollars or more. Regional directors are delegated the authority and responsibility to approve and accept single Association donations, or a planned series of donations, of money and/or in-kind goods or services totaling less than one million dollars from any single source.

3. STANDARD COOPERATING ASSOCIATION AGREEMENT

The Associate Director, Partnerships and Visitor Experience, is responsible for developing the standard Cooperating Association Agreement that must be signed by all Associations. This Agreement incorporates key policy and procedural requirements set forth in this Order. The NPS will sign an Agreement only with an organization whose purpose, as identified in its articles of incorporation and by-laws, is consistent with the interpretive, educational, and research activities of the National Park Service.

NPS-related activities performed by Associations that are not addressed in the Agreement must be independently authorized through separate permits, contracts or cooperative agreements, as appropriate.

3.1. Term of the Agreement. The Agreement will be effective for a period of five years from the date of final signature unless it is terminated earlier by one of the parties in accordance with the terms of the Agreement. The Agreement may be renewed for an additional five-year period upon written agreement of the parties prior to expiration. Park superintendents and regional directors will consult to determine whether the NPS will renew the Agreement. In the case of multi-regional Associations, the affected regional directors will consult with the Director. The NPS will use reasonable efforts to inform the Association of its decision 90 days before expiration.

3.2. Suspension and Termination of the Agreement.

3.2.1. **Suspension**. The NPS reserves the right to suspend an Agreement when, in the NPS's sole judgment, suspension is necessary to prevent fraud or malfeasance, to protect public health and safety, or to prevent harm to NPS resources.

3.2.2. **Termination with Cause.** If either party believes the other is in breach of its obligations under this Agreement, it must provide written notice of the alleged breach with a cure period to amend the alleged breach. Should the recipient party fail to cure the breach, there will be written notice of termination or alternative action.

3.2.3. **Termination for Convenience**. The NPS reserves the right to terminate an Association Agreement for the convenience of the Government. Before the NPS can issue a notice of termination, the NPS must evaluate its partnership, including consultation with the Association Board Chair, and determine that termination of the Agreement is in the best interest of the United States.

3.2.4. **Severability of an Agreement with a Multi-park Association**. Where an Agreement authorizes an Association to operate in multiple park units, and the NPS determines that an Association's operations in a particular unit must be terminated, the Agreement will continue to govern the relationship between the NPS and the Association with respect to Association operations in the remaining park units.

4. RESPONSIBILITIES

4.1. Once an Agreement has been approved by the NPS and the Association, each superintendent and Association board of directors is responsible for carrying out the terms of the Agreement. The NPS and Association will work together to identify and implement system-wide standards and tools, and a variety of training opportunities to create and communicate a mutual understanding of what constitutes success in a partnership. The NPS and Association will work together to develop criteria that evaluate the health and success of both the business practices and working relationships in the partnership.

4.2. National Park Service. The Director establishes Association guidance and policy. Regional directors provide oversight of the Association partnerships. Superintendents manage and foster partnerships on a daily basis. NPS staff is encouraged to resolve issues at the lowest possible level.

4.2.1. **Ethical Conduct**. When dealing with Associations, all NPS staff must comply with 5 CFR Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch."

4.2.2. **Relation to Boards**. NPS employees may not serve on Association boards, even in an ex-officio capacity, and may not represent the Association. Employees may only offer advice on Association decisions affecting the relationship between the Association and the NPS.

It is expected that NPS representatives will attend and participate in Association meetings in an advisory, nonvoting capacity. They may not participate in

executive sessions of an Association board unless invited, and they may participate only in a nonvoting capacity.

4.2.3. **Communicate Park Goals, Priorities and Expectations.**

Annual Meeting for Single Region Associations. The regional director or their designee is expected to meet with the Association's board and its executive director as often as is appropriate to ensure a high quality partnership and coordinated activity to meet joint goals. In addition to attending an Association's board meetings, the regional director or their designee will meet with Association management at least once per year. Superintendents are expected to participate in a minimum of one meeting per year and should include other appropriate NPS staff.

- *Priority Setting.* The superintendent(s) and the Association will meet to identify and come to mutual agreement on the priorities for the upcoming year.
- *Evaluation.* The annual evaluation is a park-level assessment of the
- Association and the park's progress towards achieving shared strategic priorities.
- The NPS and the Association will work together to clarify and implement a process that identifies and provides a mutual understanding of how to resolve problems in park-Association relationships.

Annual Meeting, Multi-region Associations. Multi-region Associations will propose a manageable and reasonable approach to annual communication with the parks.

Other Communication. The superintendent or the superintendent's designated staff will also meet with the Association at least annually to do the following:

- Revise the Scope of Sales, if necessary.
- Prepare a park operating plan that addresses hours of operation, Association and NPS staffing as it pertains to Association activities, facility and equipment assignments, new operating procedures, housing assignments, etc.

4.2.4. **Term Evaluation**. At least once during the term of the Agreement, the regional director will require a review of the NPS/Association relationship. The review will done in consultation with the Association. Term evaluations should be coordinated by the regional coordinator and/or Service-wide coordinator.

4.2.5. **Coordinate between Partner Provided Visitor Services**. The NPS encourages integrated coordination and communication among all partners in parks that provide retail and visitor services. The NPS has pledged to work with its non-profit and commercial partners to arrive at reasonable solutions if problems arise. For retail sales in parks where both Associations and concessions operators exist, the superintendent should meet with the Association and concession operator(s) together at least once a year to share information about planned park operations that might have an impact on retail partners and to resolve potential conflicts.

4.3. Association

4.3.1. **Board of Directors**. Association boards of directors will notify the superintendents of board meetings and are strongly encouraged to invite the superintendent(s) to the annual board of directors meeting.

4.3.2. **Employees**. Association employees are not authorized to undertake any government function or activity on behalf of the NPS beyond routine visitor information services or other activities authorized by the Agreement.

Association employees may serve as Volunteers-in-Parks (VIP) when signed up by the park and performing tasks at the direction of NPS employees. Such volunteer time should be counted as NPS VIP hours.

Associations may not use the official VIP Agreement form to circumvent any requirements for insurance coverage included in the Agreement or in this Order.

Associations may operate their own volunteer programs to assist with Association activities and may report their own volunteer hours as part of aid to NPS.

Association employees who engage in public contact must wear a distinctive uniform or other indication of their role as a partner which clearly distinguishes them from NPS employees. Association employees may not wear the NPS or other government uniform.

5. PLANNING

It is important that superintendents involve CAs and other partners in comprehensive interpretive planning and the *Interpretation and Education Renaissance*. This includes both long range and annual operations planning that will result in setting priorities for park interpretive and educational needs. Association activities should also be considered in any park commercial services strategies or plans.

5.1. Long-range Visitor Service planning. Where appropriate, superintendents should include Associations and other partners in Long-range Interpretive Plan development in order to assist the superintendent in defining the role of the Association and partners in providing interpretive visitor services.

Associations are encouraged to conduct their own strategic planning and involve the NPS in this process.

5.2. Annual Planning. Associations should be consulted on any visitor services planning which may affect Association operations.

6. PROMOTING A SUSTAINABLE BUSINESS ENVIRONMENT

While the NPS cannot guarantee the profitability of an Association, it is dedicated to promoting a sustainable business environment. This means the NPS will (1) provide reasonably stable and reliable conditions in which Associations can operate effectively; (2) communicate on a regular basis and in a timely manner NPS operating plans that may affect Association operations; (3) encourage innovation and new product lines that are within the Scope of Sales and that support

the park's interpretive mission; (4) streamline processes; and (5) be sensitive to sound Association business practices.

7. INTERPRETIVE SALES ACTIVITIES

Every park has the opportunity to have a partner(s) provide interpretive sales items. It is NPS policy to identify visitor needs for such items and identify appropriate mechanisms to fulfill those needs through its partners.

7.1. Requirements. Associations must have a signed standard Cooperating Association Agreement to operate in areas of the National Park System. Additionally, a standard Cooperating Association Agreement is necessary when an Association is acting in its capacity as an NPS partner and selling goods and services outside the National Park System, including Internet sales.

7.1.1. **Friends Groups and Sales**. Friends Groups may request that Associations sell their goods, provided that the goods are consistent with an Association's Scope of Sales and approved by the superintendent.

7.1.2. **Concessions Operators and Sales**. The NPS will assure that the contractual rights of concession operators are met when authorizing Association activities.

7.1.3. **Cooperating Associations and Concessions Sales**. The sale of visitor convenience items may be authorized under Commercial Use Authorizations. For additional information refer to the park or regional concessions office.

7.2. Purpose of Sales. Sales must be consistent with the purposes of an Association, as stated in its articles of incorporation. All materials offered for sale by an Association must facilitate opportunities for emotional and intellectual connections between park resources and visitors.

7.3. Sales Operations. Sales operations within a park will occur only in the sales areas designated by the superintendent. A list of facilities within a park that the NPS designates for Association use must be attached to the Agreement as Exhibit A.

7.3.1. **Identity**. Associations must display a sign at sales locations, which identifies the sales outlet as a nonprofit activity of the NPS-approved Association. The sign also will include an explanation how the Association aids the NPS by supporting park interpretive, educational, historical, and scientific activities.

7.3.2. **Temporary Sales Locations within Park Boundaries**. Association non-recurring operations at temporary outlets such as park special events must be authorized in writing by the superintendent.

7.3.3. **Sales Locations Outside Park Boundaries**. Associations must obtain written approval from the superintendent (or where more than one park is affected, from the regional director) before they commence Association operations outside of park boundaries that are allowable under the Agreement. An Association must consult with the superintendent (or where more than one park is affected, with the regional director) when considering operation of a sales outlet for another governmental entity.

The superintendent will periodically review Association sales activities outside park boundaries to ensure that the NPS's interests are addressed.

7.4. Sales Item Approval.

7.4.1. **Scope of Sales.** A park-specific Scope of Sales statement must be collaboratively developed between each park and its Association. The Scope of Sales statement will take into consideration park themes, audiences, media types, and price points. The Scope of Sales will apply to items sold in park areas, through mail order catalogs, e-commerce, and at off-site sales outlets. In parks where there are both Associations and concessions, the NPS must consider the contractual rights of the concessioner when approving the Scope of Sales statement.

7.4.1.1. Sales Item Review. All merchandise sold under the Association's Agreement must be approved in writing by the superintendent. Approval is based on appropriateness, park themes, audiences, interpretive value, accuracy, price points, and quality. Sales items may not encourage or depict inappropriate activities in parks, nor direct visitors to resources protected under the Archeological Resources Protection Act or similar statutes.

- Craft items represented as Indian-made must be sold in accordance with the Indian Arts and Crafts Act of 1990, Public Law 101-644.
- Recognition of corporate sponsorships that appear in items produced for sale by the Association must not contain advertising for a business, brand, product or service, and must conform to DO-21 donor recognition guidance.
- Paid advertising in sales items (e.g., journals with advertising) must be incidental to the interpretive value or message of an item and may not state or imply Department of the Interior, NPS, or Government employee endorsement of a business, brand, product, or service.

7.4.1.2. Annual Inventory Review. Upon request, a complete list of sales items will be submitted to the superintendent for annual review and written approval.

8. INTERPRETIVE SERVICES ACTIVITIES

Interpretive activities include both personal services and non-personal services, both of which create opportunities for emotional and intellectual connections between the interests of the visitor and meanings of the park resource. Personal services are activities facilitated by staff. These include formal and informal interpretive services. Examples of formal interpretation include conducted activities, talks, campfire programs, lectures, guided tours, seminars, performing arts, Junior Ranger programs, curriculum-based education programs, and institutes. The NPS and Association will prepare a separate legal instrument to authorize formal interpretation. Informal visitor contact includes basic visitor orientation and information assistance and is authorized under the standard Agreement.

In contrast, non-personal services are items or activities that do not require the presence of staff. Media such as park brochures and other publications, museum and visitor center exhibits, wayside exhibits, historic furnishings, web pages, audiovisual presentations, podcasts, and radio information systems are all examples of non-personal services.

8.1. The role of Associations to provide interpretive activities conducted by an Association in support of the NPS mission must be defined in the park's Long-Range Interpretive Plan.

8.2. Formal interpretive activities conducted by an Association in support of the NPS mission must be approved in a written agreement between the Association and the NPS, and must conform to Director's Order #6: Interpretation. The NPS reserves the right to require an Association to obtain additional insurance, bonding, training, and other measures necessary to protect NPS's interests and the public interest.

8.3. The park must develop clear guidelines and standards to assess the quality of interpretive activity proposals from Associations.

8.4. Where the NPS, together with Associations, provides interpretive activities that involve living exhibits or interpretive demonstration projects, and where goods or services are generated as a result, the NPS may authorize the sale of these goods and services at fair market value. Consistent with 16 U.S.C. § 1a-2(g), the proceeds of such sales must be credited to the appropriation bearing the cost of such exhibits and demonstrations.

8.5. To ensure quality control and appropriateness, the NPS will be involved in the planning, approval, training, monitoring and evaluation of all interpretive activities undertaken by an Association. All interpretive programs conducted by Associations on behalf of the NPS will be reviewed by the NPS for accurate content, interpretive effectiveness, and professional delivery. The NPS will assist the Association by providing to Association staff training that is appropriate to the interpretive activities they will provide. The Association will be given opportunities to participate in the Interpretive Development Program.

8.6. Appropriate roles for Association assistance in providing interpretive and educational programs and activities will be identified in a park's Comprehensive Interpretive Plan or Long-Range Interpretive Plan.

8.7. Institutes and Other Major Interpretive Programs. National park institutes and field schools share one key characteristic: they all provide in-depth education for small groups in natural and historic settings. Instructors draw upon their expertise as professional scientists, authors, historians, artists, and adventurers to unravel the intricacies of our national parks. Courses range from short field seminars to multi-day backcountry experiences. Nonprofit organizations may work in cooperation with the National Park Service to provide these high-quality educational experiences.

An Association that wishes to create and operate an institute or other interpretive program(s) must do so under a separate legal instrument with NPS. When determining whether to authorize an institute or other organization to undertake interpretive activities, the NPS will first confirm that the proposed activities are needed and will be conducted consistent with applicable law and NPS policy, including the park's long-range interpretive plan.

9. FACILITIES AND EQUIPMENT

9.1. Facilities.

9.1.1. The NPS will seek to provide Associations with suitable sales areas and other facilities to conduct business. The NPS reserves the right to relocate or withdraw any such facilities (upon reasonable notice) in order to meet NPS needs.

9.1.2. The NPS reserves the right to conduct inspections of facilities whenever it deems appropriate.

9.1.3. The NPS may provide Associations with routine maintenance and repair services and utilities such as water, electricity, heat, and air conditioning at each assigned facility. See related policy discussion in Director's Order #35B.

9.1.4. **Facilities Assignment**. The NPS will document park facilities assigned to Associations for sales, other services, office space, and storage. The NPS will retain copies of the facility assignment(s) consistent with RM-32.

9.2. Construction.

9.2.1. All Association proposals for park exhibit or facility design, redesign, construction or renovation must be approved in advance in writing by the NPS, generally through an NPS Partner Construction Agreement, and must be implemented in accordance with the NPS design, construction, and sustainability requirements.

9.2.2. When the NPS designs and constructs new facilities that will house Association activities, the Association will be included in the planning and design process, and will be given the opportunity to review and comment on preliminary and final design plans.

9.3. Vehicles. With prior approval from the superintendent, Associations may use a government-owned or leased vehicle, provided that the use is solely for government purposes and consistent with law and applicable government policy. See Director's Order #44: Personal Property Management for more details.

9.4. Postage. Associations may not use government postage.

10. ADMINISTRATIVE REQUIREMENTS

10.1. Tax Exempt Status. Associations must obtain and maintain recognition by the Internal Revenue Service of tax exemption under Section 501 of the Internal Revenue Code to operate in areas of the National Park System. The NPS may require an Association to obtain an IRS Determination Letter as evidence of compliance with this requirement.

10.2. Park-Level Reporting of key Financial Data. All Associations will make available key financial data semi-annually for each park in which they operate, upon the request of the superintendent. Park-level reporting demonstrates transparency and accountability, allowing park managers to make better decisions with respect to the Association relationship. Financial and other reporting provisions are included in standard Agreements.

In addition to park-level reporting, multi-park Associations with central and support offices must report central office cost center expenses related to NPS operations and must have a transparent and consistent system to account for non-park specific expenses and revenues. Financial and other reporting provisions are included in standard Agreements.

10.3. Annual Audit. A financial statement audit is required for Associations with annual net revenue of $1,000,000 or more; a financial statement review is required for Associations with net revenue of $250,000 up to $1,000,000; a financial statement compilation is required for Associations with net revenue of less than $250,000. For additional information refer to RM-32.

10.4. Annual Report. Each Association must submit an annual financial report consisting of the NPS Form 10-40, appropriate IRS Form 990 (or 990EZ and 990T, if appropriate), a copy of the year's audited or reviewed, or compiled financial statement, and a brief narrative of the year's activities and accomplishments. For additional information on submission of these required reports refer to RM-32.

10.5. Insurance. Each Association must procure, at a minimum, general liability insurance consistent with the requirements of the Cooperating Association Agreement. The policies must name the United States as an additional insured and insurers may have no right of subrogation against the United States. Insurance requirements will vary depending on the nature of the activity the Association undertakes. The NPS is not responsible for any inadequacies in insurance coverage. Standard Agreements contain specific insurance requirements.

10.6. Asset Management Procedures. Associations are responsible for managing and securing their assets, including cash. The Associations will maintain adequate internal controls and cash management procedures to protect and account for assets.

Associations may not commingle Federal funds with non-federal funds.

10.7. Lobbying Prohibition. Both the NPS and Cooperating Associations are subject to the statutory requirements of 18 U.S.C. 1913, which limits lobbying using government funds and certain government resources. This legal requirement is a required provision in the standard Agreement. Additionally, where a Cooperating Association has committed to financially support an NPS project or program, the Association must agree that it cannot seek funds from Congress to meet this commitment. A separate provision of the standard Agreement addresses this limitation on lobbying. The parties should carefully review these standard Agreement requirements for a full understanding of the type of lobbying that is allowed and prohibited.

11. FUNDRAISING AND DONATION ACCEPTANCE BY COOPERATING ASSOCIATIONS AND AID TO THE NPS

The primary purpose of a Cooperating Association Agreement is to support interpretation and education through the sale of educational materials. However, the NPS may authorize an Association to fundraise. Fundraising activities must comply with DO-21.

11.1. Authorized Fundraising. Fundraising includes the solicitation of donations of money and / or in-kind goods or services for the benefit of the NPS, a park, or an NPS resource. If the park superintendent and an Association mutually agree that it is in the park's best interest for the Association to fundraise for the benefit of the NPS, DO-21 applies. Fundraising activities that require a separate agreement are defined in DO-21.

11.2. Acceptance of Unsolicited Donation. Unsolicited donations accepted by an Association for the benefit of the NPS are also governed by DO-21. As with donations solicited by Associations or other park partners, Associations must work with the NPS to ensure that no conflicts of interest exist which may prohibit the NPS from accepting a donation passed through an Association to the NPS.

11.3. Corporate Campaigns. DO-21 applies to relationships between an Association and another entity, such as a corporation, where the entity provides a gift benefiting the NPS in order to build goodwill with its customers, shareholders, or the public. This is generally referred to as cause-related marketing. A separate Corporate Campaign Agreement between the Association, the NPS, and the corporation is generally used to authorize cause-related marketing activities.

11.4. Aid to the NPS. Aid to the NPS from activities authorized under the Agreement will be used to support the interpretive, educational, scientific, and historical projects and programs that the NPS determines are needed and are consistent with its mission.

11.4.1. **Level of Aid.** The level of cash and / or in-kind aid to the NPS must be determined by the Association in consultation with the NPS.

11.4.2. **Receiving and Approving Aid**. The process for the NPS to request aid from Associations will be in writing, timely, prioritized by the NPS, and appropriate to the Cooperating Association mission. The Association has the right to decline requests not appropriate to its mission.

11.4.3. **Recognition by NPS of Aid**. The NPS will recognize cooperating Associations whenever possible for programs, projects, and publications funded by the Association. Guidance for donor recognition is provided in DO-21 and its accompanying reference manual.

11.4.4. **Aid for Salaries and Benefits.** NPS managers will not accept donations from Associations to fund any government personnel salaries or benefits of permanent employees, with the exception of the reimbursement of the salaries and benefits of employees of Harpers Ferry Center, Denver Service Center, and other project-funded employees working directly on media projects or plans donated to the NPS by an Association. See Reference Manual 32 for additional information.

11.5. Accountability. When the NPS accepts funds from an Association, it will use reasonable efforts to provide timely completion of the funded project and will account for funds expended. Where Association policy allows unused funds to be carried into a new fiscal year and the NPS chooses to carry these funds into a new fiscal year, the NPS must notify the Association in a timely manner of its intent to use those funds in the following fiscal year.

12. OTHER NONPROFIT ACTIVITIES

There are a variety of other nonprofit activities that an Association might consider that fall outside of the authority of the standard Agreement. If the NPS and the Association mutually agree that the Association should undertake these other activities, the activity must be authorized under a separate and appropriate legal instrument, and will be subject to applicable NPS policies.

13. FOR FURTHER REFERENCE.

Greater detail and direction on many of the topics in this DO-32 can be found in RM-32, which will be issued by the Associate Director, Partnerships and Visitor.

The following Director's Orders help provide further guidance for working with Cooperating Associations.

Director's Order #6: Interpretation and Education
Director's Order #7: Volunteers in Parks
Director's Order #20: Agreements
Director's Order #21: Donations and Fundraising
Director's Order #22: Recreation Fee Program
Director's Order #35B: Sale of NPS Produced Utilities
Director's Order #42: Accessibility for Visitors with Disabilities
Director's Order #44: Personal Property Management
Director's Order #48A: Concession Management
Director's Order #48B: Commercial Use Authorizations
Director's Order #52A: Communicating the National Park Service Mission
Director's Order #53: Special Park Uses
Director's Order #70: Internet and Intranet Publishing
Director's Order #75A: Civic Engagement and Public Involvement

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