

**GENERAL AGREEMENT  
FOR  
INTERPRETATION AND EDUCATION SERVICES**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

It is the purpose and intent of the National Park Service (“Service”) to preserve, protect, interpret, and manage the natural and cultural resources in the National Park System for the benefit, education, and enjoyment of the people of the United States now and in future generations, consistent with the vision of the National Park Service Organic Act of August 25, 1916.

The goal of the National Park Service Interpretation and Education program is to create learner-centered opportunities for audiences to forge personally meaningful emotional and intellectual connections with park resources, and to foster a deeper understanding of, and appreciation for the nation’s intertwined natural and cultural history. The desired outcomes of these program are the recognition of the Service as a primary source of lifelong learning opportunities with an essential role in our nation’s educational network; the continued preservation of the significant tangible and intangible resources related to our diverse natural and cultural ecosystems; the development of a personal stewardship ethic among the public; and the encouragement of active civic engagement.

Recognizing that the future of national parks hinges on their relevancy and value to the public, the Service seeks to provide the highest quality interpretation and education programs, and to maximize national parks’ potential as places of learning for all.

The Service acknowledges the importance of partners to the success of its programs and seeks to embrace and better enable partners to support NPS in its critical education mission.

The purpose of this agreement is to establish a foundational framework to guide and enhance the Service’s partnerships with organizations that provide high-quality, meaningful educational and interpretive services in national parks. This agreement recognizes the important role of partners in advancing the Service’s education and interpretation mission. It acknowledges the creativity and scope of some partner-provided services, and seeks to foster a collaborative effort that leverages the strengths of each partner for the benefit of the public. Successful partnerships build capacity and promote vigorous communities and strong relationships. Such partnerships also depend on a shared dedication to providing consistently excellent interpretive, educational experiences. Partnerships that emphasize long-term planning and commit to long-term sustainability are best suited to meet audience needs, provide good public outcomes, and achieve the shared goals of the National Park Service and the partner.

The \_\_\_\_\_ (Partner) is incorporated as a nonprofit organization with a stated purpose consistent with providing interpretation and education services to the public. [Add organization’s statement of purpose or mission statement.]

It is the objective of this Interpretation and Education Services Agreement (Agreement) between the Service and \_\_\_\_\_ (Partner) to establish a partnership to provide the public with interpretation and education services consistent with the standards established in Director’s Order 6; to

define the role of \_\_\_\_\_ (Partner); and to encourage through training opportunities for \_\_\_\_\_ (Partner) and NPS staff, an increased understanding and appreciation of park resources.

## **ARTICLE II. AUTHORITY**

Authorities for entering into this Agreement are contained within the National Park Service Organic Act 16 U.S.C. Sec. 1-3, and other applicable laws including, 16 U.S.C. Sec. 17j-2(e), and 16 U.S.C. 1a-2(g).

## **ARTICLE III. STATEMENT OF WORK**

This Agreement implements the objectives of Director's Order 6, and Reference Manual 6, which encourage collaborative programs created in partnership with other agencies and institutions to achieve common goals in interpretation and education. [Note: In the case of cooperating associations this agreement will satisfy the requirements of Director's Order 32, section 8, which states that formal interpretive activities conducted by an association in support of the NPS mission must be approved in a separate written agreement and must conform to DO 6.] This agreement is intended to be another tool for fulfilling the second-century vision for stewardship and public engagement for the National Park Service.

### **A. The National Park Service Agrees To:**

- Collaboration – Collaborate with \_\_\_\_\_ (Partner) on establishing strategic goals for programs and services, annual work planning, and long-range planning for programming. Ensure that National Park Service educational and interpretive programs are supported, and that both partners are equally focused on desired outcomes. Work in close consultation with \_\_\_\_\_ (Partner) on scheduling, publicizing annual offerings, pricing, and other resource and financial issues.
- Training and Professional Development – Work with \_\_\_\_\_ (Partner) to identify training and professional development needs and objectives in accordance with DO 6. Share responsibility with \_\_\_\_\_ (Partner) to ensure high-quality programming that fulfills National Park Service standards. Provide access to Service's training and professional development resources.
- Evaluation/Research/Marketing – Provide \_\_\_\_\_ (Partner) with established standards, evaluation criteria, and performance measures identified in the Interpretive Development Program. Jointly develop evaluation plan. Collaboratively develop audience research and communications strategies.
- Accessibility – Fulfill mutually agreed upon visitor accessibility objectives and ensure compliance with facility and programmatic accessibility guidelines and laws; and work with \_\_\_\_\_ (Partner) to incorporate accessibility guidelines into collaborative planning processes.
- Share Resources – Provide \_\_\_\_\_ (Partner) with needed access to park resources, information about park resources, infrastructure, and the National Park Service staff expertise in order to fulfill the interpretive and educational objectives of DO 6, and to make readily available valuable hands-on learning opportunities for diverse audiences.
- Facilities – Provide clear guidelines and requirements regarding the use, maintenance, and, inspection of facilities and infrastructure. When applicable provide written documentation of the facilities and/or infrastructures authorized for use by the partner, including any appropriate information concerning responsibility for costs.
- Planning for Services and Programs – Involve the \_\_\_\_\_ (Partner) in the development and execution of the Comprehensive Interpretive Plan (CIP) and on all periodic reviews and revisions of the plan, which will take place in accordance with DO 6.

- Communications – Engage \_\_\_\_\_ (Partner) in ongoing communications to enhance and carry out programs, and to achieve common education and interpretation goals. This includes, but is not limited to, annual work planning, making modifications to educational or interpretive programs and services, and timely feedback on \_\_\_\_\_(Partner’s) reports.
- Visitor Safety-Work with \_\_\_\_\_(Partner) in managing risk associated with educational and interpretive programs by maintaining open communication, utilize training opportunities, and identifying best practices in incident response situations.

**B. The (Partner) Agrees To:**

- Collaboration – Collaborate with the National Park Service on establishing strategic goals for programs and services, long-range planning for programming and annual work planning. Work closely with the Service on program selection, scheduling, publicizing annual offerings, pricing and other resource and finance considerations to ensure offerings enhance and complement each other and avoid duplication.
- Services and Programs –Provide interpretive and education services and programs that are place-based, learner-centered, widely accessible. Programs shall be based on sound scholarship, content methods and audience analysis, in accordance with DO 6. Services and programs will be conducted in a manner that does not threaten the preservation and protection of park resources and will support the Long Range Interpretive Plan.
- Shared Resources-Collaborate with the National Park Service in developing stewardship projects that (Partner) participants can engage in during their education and interpretation program experience. Work with the Service to best utilize any data resulting from the (Partner) stewardship projects.
- Evaluation – Follow the established National Park Service standards, evaluation criteria, and performance measures for interpretation and education programs in parks. Jointly develop an evaluation plan for programs and personnel.
- Reporting - [Partner] shall submit an annual progress report to the Superintendent within 90 days after the completion of the reporting period. Progress reports must contain: 1) A description of programs offered 2) A comparison of actual accomplishments with the goals and objectives of the program; and 3) Number of people served and number of program hours provided 4) and a narrative description of the impact of the programs as well as any other pertinent information.
- Training and Professional Development -- Work with the National Park Service to identify training and professional development needs and objectives in accordance with DO 6. Provide NPS interpreters with access to \_\_\_\_\_ Partner’s training and professional development resources.
- Facility and Programmatic Accessibility – Identify and explain accessibility needs. Work with National Park Service to incorporate accessibility guidelines into collaborative planning processes. Ensure compliance with all appropriate accessibility guidelines and statutes.
- Ongoing Communication – Engage with National Park Service in ongoing communications to enhance and carry out programs and to achieve desired outcomes. This includes, but is not limited to, annual work planning, making modifications to educational or interpretive programs and services, and annual reporting. When applicable, provide access to NPS facility managers to inspect the condition and operation of facilities operated by the partner.
- Visitor Safety-Cooperate with the National Park Service in managing risk associated with educational and interpretive programs by maintaining open communication, utilize training opportunities, and identifying best practices in incident response situations.
- Compliance - Comply with all applicable National Park Service policies and regulations.

**ARTICLE IV. TERM OF AGREEMENT**

[Note: The Term of the Agreement will be graduated according to the Partner’s level of experience, expertise, and financial investment, and taking into consideration the longevity and extent of the partnership (i.e., Two-to-five-year term of agreement for new partners; 10-year term of agreement for proven partnerships of five years or more; up to a 20-year term of agreement when long-standing partners have made a substantial capital investment in the park and partnership.)]

The Agreement will be effective for a period of \_\_\_\_\_ years from the date of final signature unless it is terminated earlier by one of the parties in accordance with Article VII of the Agreement.

**ARTICLE V. KEY OFFICIALS**

Each party shall designate one or more key personnel to be responsible for coordination and communication between the \_\_\_\_\_(Partner) and National Park Service with regard to activities to be performed pursuant to the Agreement. Upon written notice to the other party, either party may designate an alternate to act in the place of the designated Key Official, or designate a new Key Official.

\_\_\_\_\_National Park Service: Chief of Interpretation

\_\_\_\_\_ (Partner): Executive Director or Business Manager

**ARTICLE VI. LIABILITY**

The (Partner) shall:

- (A) Procure comprehensive general 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 activities authorized herein, the (Partner) shall provide the Service with confirmation of such insurance coverage; and
- (B) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- (C) Indemnify, save and hold harmless, and defend the United States against all fines, claims damages, losses, judgment, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

**ARTICLE VII. SUSPENSION AND TERMINATION**

The National Park Service reserves the right to suspend an Agreement when, in the Service’s sole judgment, suspension is necessary to prevent fraud or malfeasance, to protect public health and safety, to

prevent harm to park resources, or other legitimate government purposes. The Service will promptly provide written notice providing an explanation for the suspension.

If either party fails to observe any of the terms and conditions of this Agreement, the other party may terminate this Agreement for cause. Prior to termination, a written notice must be given of the alleged breach with a cure period provided to address the alleged breach. Should the recipient party fail to take appropriate action to cure the breach, then a thirty (30) days written notice of termination may be given, or such other alternative action agreed to by the parties.

The parties may mutually agree in writing to terminate this Agreement at any time and on any terms on which they are able to agree. Either party may terminate in writing the Agreement without cause by providing a minimum of thirty (30) days written notice to the other party.

#### **ARTICLE VIII. REQUIRED CLAUSES**

A. **NON-DISCRIMINATION:** The parties shall abide by the provisions of Executive Order 11246, as amended; shall be in compliance with the requirements of 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, as amended), the Age Discrimination Act of 1975 as amended (89 Stat. 728; 42 U.S.C. § 6101); and with all other federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex in employment and in providing of facilities and services to the public.

B. **ANTI- DEFICIENCY ACT:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a) (1), nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

C. **INTEREST OF MEMBERS OF CONGRESS:** Pursuant to 41 U.S.C. § 22, Interest of Member of Congress, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."

D. **LOBBYING PROHIBITION:** The parties shall abide by the provisions of 18 U.S.C. § 1913 Lobbying with Appropriated Monies, which states:

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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined under this title or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

E. **COMPLIANCE WITH APPLICABLE LAW:** The parties shall comply with all applicable laws and regulations. This Agreement is subject to all laws, regulations and rules governing National Park Service administered property, whether now in force or hereafter enacted or promulgated. Nothing in the Agreement shall be construed as in any way impairing the general powers of the National Park Service for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

F. **SEVERANCE OF TERMS:** If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

**Article IX. SPECIAL PROVISIONS (if applicable.)**

- Food Service
- Scientific Research
- Permits—Collecting, Special Use, Research
- Fees
- Promotional Materials
- Donations and Fundraising
- Construction
- Sales
- Insurance
- Volunteers in Parks
- Use of Arrowhead and/or other official insignia
- Other park-specific provisions

**Appendices**

Annual Operating Plan, if applicable  
Property Use Agreement, if applicable  
Intellectual Property Agreement, if applicable

**Article X. Authorizing Signatures**

Agreed between the parties this \_\_\_\_\_ day \_\_\_\_\_.

National Park Service

(Partner)

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chairperson, Board of Directors

Explanations of Special provisions from Article IX

Authority	Provision	Explanation
Management Policies 9.3.2	Food Service	NPS will authorize food service that is integral to the interpretive and education program and will not compete with concessions. Food service can be authorized when it provides educational opportunity and operational efficiency.
16 U.S.C. 1a-2(g); Management Policies 7.5.4; DO 6	Scientific research	16 U.S.C. authorizes NPS to enter into cooperative agreements with public or private educational institutions, states, their ...subdivisions for the purposes of developing coordinate, cooperative research and training programs concerning the resources of the national park system.
16 U.S.C. 1, DO 53, also see Management Policies 8.6, 8.8, 8.10	Permits: Collecting, Special Use, Research	The Organic Act directs the Service to conserve park resources unimpaired for the enjoyment of future generation. Park managers have the discretionary authority to allow and manage park uses provided that use does not cause impairment or unacceptable impacts.
16 U.S.C.6801-6814; DO 22	Fees	Fees for programing, campgrounds. Waiving fees for NPS staff attending programs
<u>36 CFR 5.1</u> Management policies 7.3.4	Promotional materials	Management policies state: "Outreach will be used to disseminate park information and interpretive and educational programs beyond park boundaries. Everyone should have the opportunity to connect to the parks through NPS outreach services."
16 U.S.C. 6; D.O. 21; D.O. 32	Donations and fundraising	Authorizes the Secretary to accept patented lands, rights-of-way over patented lands or other lands, buildings, or other property within various national parks and national monuments, and moneys which may be donated for the purposes of the National Park and Monument system.
USC1a-7(b); Management Policies 9; DO 21	Facilities and construction	Management Policies 9: NPS "will provide visitor and administrative facilities that are necessary, appropriate, and consistent with the conservation of park resources and values."
16 U.S.C. 1a-2(g), DO 32	Sales	16 U.S. C. states "...parks may sell at fair market value products and services produced in the conduct of living history exhibits and interpretive demonstrations in areas of the national park system."
16 U.S.C. 18g-18j;	Volunteers in Parks	"Interpretation an education operational capacity will be increased in parks by actively

Management Policies 7.6.1; DO 7		pursuing volunteers....”
18 U.S.C. 701; DO 52-D; DO 21	Use of Arrowhead and other official insignia; graphic identity	
	Other park-specific provisions	