**Agreement**

**Between the**

**National Park Service**

**and**

**[Name of company, organization, or individual]**

This Agreement (“Agreement”) is entered into by and between the National Park Service (“NPS”), an agency of the United States Department of the Interior, and [name of company, organization, or individual] (“[shortened form of name; DONOR]”), a private, for-profit [corporation, limited liability company, partnership, whatever] organized in the state of [name of state]. Throughout this Agreement the NPS and [DONOR] may be referred to jointly as “the parties.” The purpose of this Agreement is to memorialize [DONOR]’s intention and commitment to donate [short description of donated goods or services] to the United States of America (“United States”), for the NPS’s benefit.

**Article I – Authority**

The NPS enters into this Agreement under 54 U.S.C. § 100101 (commonly known as section 1 of the NPS Organic Act), which generally authorizes the NPS to manage the national park system, and 54 U.S.C. § 101101, which authorizes the NPS to accept donations of land, rights-of-way over patented land or other land, buildings, or other property within a unit of the national park system, and money for the purposes of the national park system. [*If there will be a federal contribution to the project, add this sentence:* The NPS also enters into this Agreement under 54 U.S.C. § 101701, which authorizes the Secretary to enter into agreements with any cooperator to share costs or services in carrying out the NPS’s authorized functions and responsibilities.]

**Article II – Commitments of the Parties**

 A. The NPS agrees to:

 1. Accept, on behalf of the United States, [short description of donated goods or services], as described in more detail in Attachment A to this Agreement.

 2. [Perform any agreed-upon donor recognition in accordance with applicable laws and policies.]

 B. [DONOR] agrees to:

 1. Donate to the United States, for the NPS’s benefit, [short description of donated goods or services], as described in more detail in Attachment A to this Agreement.

 2. If [DONOR] is donating goods to the United States, warrant to the NPS that [DONOR] holds legal title to all donated goods and that all donated goods are of sound quality and workmanship. [DONOR] further agrees to honor all express or implied warranties that would attach to those goods if they were sold to a retail consumer or other customer in the usual course of business.

 3. If [DONOR] is donating services to the United States, undertake and complete all work in a professional and workmanlike manner and comply with the insurance requirements in sub-article VII.A below.

 4. Assign or otherwise transfer to the NPS all intellectual property rights described in Attachment B to this Agreement. [DONOR] further agrees to execute any additional instruments necessary to document the assignment or transfer of the described intellectual property rights to the NPS.

 C. The NPS and [DONOR] further agree as follows:

After acceptance by the NPS, this donation will be tax deductible to the extent allowed by law. No goods or services have been or will be received by [DONOR] in exchange for this donation.

**Article III – Key Officials**

The persons identified below are considered essential to the successful completion of any work to be performed under this Agreement.

For the NPS:

[Insert title, address, telephone number, and email address of NPS official here.]

For [DONOR]:

[Insert title, address, telephone number, and email address of company officer here.]

Either party must provide written notice to the other party of any change in the Key Official identified above.

**Article IV – Term of Agreement**

This Agreement will be effective on the date of final signature below and, unless modified or terminated by the parties in accordance with article V below, will remain in effect until the NPS accepts the donated goods or services, at which time it will expire automatically. The indemnification obligation in sub-article VII.B below will survive the expiration or termination of this Agreement.

**Article V – Modification and Termination**

 A. Modification: This Agreement may be modified only by a written instrument executed by the parties.

 B. Termination: Either party may terminate this Agreement for any reason at any time after providing 30 days advance written notice of termination to the other party. A termination by either party does not relieve [DONOR] of its indemnification obligation under sub-article VII.B below.

**Article VI – Dispute Resolution**

The parties agree that in the event of a dispute between them, they will use their best efforts to resolve the dispute informally through enhanced communication or a form of non-binding alternative dispute resolution acceptable to both parties.

**Article VII – Insurance, Indemnification, etc.**

A. Insurance: If [DONOR] is donating services to the United States under this Agreement, then [DONOR] must comply with, and must require its contractors and subcontractors to comply with, the following insurance requirements:

 1. [DONOR] must procure, and maintain in force and effect during the term of this Agreement, appropriate insurance, including coverage for commercial general liability, contractual liability, automobile, valuable papers, umbrella coverage, and workers’ compensation, from a responsible company or companies. Unless higher limits are required by the NPS in writing, commercial general liability insurance and automobile insurance must each have 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. [DONOR] must procure that insurance before initiating any in-park activities and maintain it until the NPS accepts the completed work.

 2. All insurance policies required by this Agreement must be payable to [DONOR], and [DONOR] must use any insurance proceeds to correct the damage, harm, or deficiency that is the basis of the insurance claim. [DONOR]’s expenditure of insurance proceeds must be in conformance with law, NPS policies, and NPS approvals. Insurance proceeds that are paid to [DONOR], but that are not needed or cannot be used to correct the harm or deficiency at issue, must, if allowed under the insurance policy, be used to further NPS projects and programs as agreed to by the parties.

 3. All insurance policies required by this Agreement must name the NPS and the United States as an additional insured and must specify that the insurer has no right of subrogation against the NPS or the United States. If in the NPS’s judgment [DONOR] is unable to meet its obligation to correct the damage, harm, or deficiencies at issue, then the NPS may file insurance claims and use insurance proceeds consistent with law and NPS policies.

 4. Before beginning the work authorized by this Agreement, [DONOR] must provide the NPS with copies of Certificates of Insurance demonstrating that [DONOR] has procured all insurance required by this sub-article. [DONOR] must immediately notify the NPS if an insurance policy is canceled or terminates for any reason.

 B. Indemnification: [DONOR] will indemnify the United States and its officers, employees, and agents from and against any and all claims, losses, damages, costs, judgments, or other liability of any kind whatsoever arising out of or relating to the activities of [DONOR] and its officers, employees, agents, contractors, and subcontractors under this Agreement. This obligation to indemnify will survive the expiration or termination of this Agreement.

 C. Liability for Property Damage: [DONOR] will pay the United States the full value of any damage to the lands or other property of the United States caused by the activities of [DONOR] or its officers, employees, agents, contractors, or subcontractors under this Agreement.

 D. Third-Party Claims: [DONOR] will cooperate with the NPS to investigate and defend against any claims filed by third parties against the NPS or the United States arising out of or resulting from the activities of [DONOR] under this Agreement.

**Article VIII – Required Clauses**

 A. Compliance with Applicable Law: This Agreement and the parties’ performance of their obligations under it are subject to all applicable laws, regulations, and government policies now in force or hereafter enacted or promulgated.

 B. Non-Discrimination: All activities pursuant to or in association with this Agreement must be conducted without discrimination on the ground of race, color, national origin, religion, age, disability, sex, or sexual orientation and in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

 C. Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress. This Agreement also does not obligate the government to spend funds on any particular project or purpose, even if funds are available.

 D. Release of Information: [DONOR] must obtain prior government approval through the NPS Key Official for any public information release that refers to the Department of the Interior or any of its constituent bureaus, the NPS or a NPS unit, a government 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.

 E. No Agency: [DONOR] is not an agent or representative of the United States, the Department of the Interior, or the NPS, and [DONOR] will not represent itself as such to third parties. Similarly, the NPS is not an agent or representative of [DONOR] and will not represent itself as such to third parties.

 F. Non-Exclusive Agreement: This Agreement in no way restricts the NPS or [DONOR] from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

**Article IX – Authorizing Signatures**

The parties’ authorized representatives have executed this Agreement as of the date the last signature is affixed below.

**For the National Park Service:**

Authorized Employee [Name, title] Date

**For [DONOR]:**

[Name, title] Date

Attachments:

Attachment A – Description of Donated Goods or Services (including project description if minor construction is involved)

Attachment B – Intellectual Property Rights