

PHILANTHROPIC PARTNERSHIP AGREEMENT
Between the
NATIONAL PARK SERVICE,
SPRINGFIELD ARMORY NATIONAL HISTORIC SITE
And the
FRIENDS OF THE SPRINGFIELD ARMORY
NATIONAL HISTORIC SITE, INC.

This Philanthropic Partnership Agreement (Agreement) is entered into between the National Park Service (NPS), a Bureau of the U.S. Department of the Interior (DOI), and FRIENDS OF THE SPRINGFIELD ARMORY NATIONAL HISTORIC SITE INC. collectively referred to in this Agreement as the “Parties” to provide the legal and policy framework supporting the achievement of mutual goals and funding needs at SPRINGFIELD ARMORY NATIONAL HISTORIC SITE.

The NPS recognizes private philanthropy as both a noble tradition for establishment and support of national parks and a vital element of the success of today’s National Park System. A number of national parks exist because motivated citizens contributed time, talent, and funds to create them. Gifts of land or easements have helped establish or enlarge many parks. Donated artifacts enrich park stories in visitor centers and museums across the nation. Philanthropic support helps fund trail improvements, park improvements, youth programs, interpretation, site and species recovery, and other critical park functions. Philanthropy offers people opportunities to participate actively in the creation and care of their national parks in the 21st century. The NPS embraces philanthropic support as a key strategy for stewardship of the parks and programs entrusted to our care. The NPS and partners promote partnerships as a way to accomplish mutual goals, leverage resources, increase productivity and collective competencies, and nurture a supportive and collaborative culture for the benefit of parks and the public.

I. Background

The NPS is charged with the responsibility to administer the National Park System of the United States, which contains areas and programs reflecting the natural, cultural and historical heritage of the Nation. The NPS mission is to preserve and manage these areas and programs for the benefit and inspiration of all the people of the United States, and to cooperate with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The mission and goals of the Springfield Armory National Historic Site are to preserve and interpret for the education, inspiration and benefit of present and future generations, the nationally significant sites, landscapes, structures, archives and collections associated with Springfield Armory, as well as its important role in developing small arms and modern manufacturing techniques. To cooperate with national, state, and local entities,

particularly the Commonwealth of Massachusetts, to protect the integrity, character, and historic values of such sites, landscapes and structures within the boundaries of the National Historic Site under non-Federal ownership. To ensure the integrity and availability of the arms collection.

The Mission of the Friends of the Springfield Armory National Historic Site, a nonprofit organization, is to promote programs and special events, as well as support historic preservation through fundraising, advocacy, and education for the Springfield Armory National Historic Site.

The parties to this agreement want to continue to collaborate on areas of mutual interest and consistent with the parties shared missions. In the effort to promote growth of the Friends and the capacity to support park efforts, areas of focus identified in annual work plans for the term of this agreement should include:

- Board Training and Development
 - The board of directors should always seek to improve itself, professionalize its functions, and work to implement best practices for non-profits. The Board should develop a strategy and vision for future growth and compose itself in a manner to best achieve its goals.
- Marketing and Publicity
 - The Friends of Springfield Armory NHS are partners in the cooperative effort to get the word out about the park. The board should utilize effective strategies to promote the achievements of the Friends and the activities of the park, with the goal of increasing awareness and support of both among the general public.
- Community Relations
 - Springfield Armory NHS is a proud member of the local community. The park and the Board should develop strategies to improve the park's presence and awareness in the local community through events and advocacy.
- Development and Fundraising
 - Attract and manage donors; practice good donor stewardship; work to grow capacity to generate funds and expand opportunities for the park and the Friends to achieve its goals.
- Program Support
 - The programs of Springfield Armory NHS need support, whether they are providing education for school groups, restoring and maintaining historic landscapes, or improving and preserving the museum collection. Friends support of NPS mission to preserve and interpret the history and resources of Springfield Armory is a primary and critical function of this partnership.

The Springfield Armory NHS and the Friends of the Springfield Armory have collaborated for over five years. Over that period of time there have been many successful efforts including the restoration of the clocks in the clock tower, the creation of a seminar series, the support of a number of events held at the Springfield Armory.

II. Legal Authority

The NPS enters into this Agreement pursuant to 54 U.S.C. §§ 100101 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission; 54 U.S.C. § 101101, which authorizes the NPS to accept donations and bequests of money or other personal property; and 54 U.S.C §101701, which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects.

The Partner(s) enters into this Agreement under the following legal authority (or authorities): The Philanthropic Partner enters into this Agreement as a nonprofit corporation organized under the Massachusetts Rules and Regulations Massachusetts General Law Chapter 12, sections 8e and 8f and Massachusetts General Law Chapter 68, sections 18 through 35 and subject to Massachusetts law regulating the solicitation of charitable contributions Massachusetts General Law Title XI Chapter 68.

III. Responsibilities of the Parties

Subject to the terms and conditions set forth in this Agreement:

- A. **Joint Responsibilities of the NPS and the Partner(s)**. The NPS and the Partner shall:
1. Establish and maintain a collaborative relationship with the Partner to accomplish mutually identified goals, to implement philanthropically supported projects and encourage volunteerism in parks.
 2. Expedite decisions and agreements considered vital to the Parties' mutual goals. Resolve any issues that arise as expeditiously as possible. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization or appealing elsewhere within the NPS or the federal government.
 3. Promote and utilize best practices relating to philanthropy and donor appreciation in all activities related to this Agreement, such as those expressed within NPS Director's Order #21 on Donations and Philanthropic Partnerships (DO#21), the DO#21 Reference Manual and the Donor's Bill of Rights. The Donor's Bill of Rights can be

found online at [The Donor Bill of Rights | Association of Fundraising Professionals](#). Work collaboratively for mutual development of philanthropic competencies and skills, including participation in training offered by the NPS or other organizations with philanthropic expertise. Other resources can be found in RM-21, Appendix C, Resources for Partnerships and Agreements

4. Submit materials that are intended for public distribution and that refer to the other Party or to the partnership or associated agreements, to the other Party for advance review and approval. This review is to ensure that information in all materials for public distribution is accurate, does not commit any Party to an inappropriate action or funding, and does not lead to false expectations for prospective donors or misrepresent NPS policy or Partner Bylaws.
 - a. Materials that require advance review and approval include, but are not limited to: Donation solicitation materials, website information, press releases, and brochures where the material references the relationship. Internal communications within the Park(s) or Program(s) or Partner(s) are not subject to this review.
 - b. The Parties may develop standard language that does not require approval beyond the initial approval. Where standard language has not been developed, the Parties will use best efforts to review, approve, or deny such materials within 6 business days of receipt. Each Party agrees that failure on its part to meet the 6-day target will serve as an automatic approval of that proposed language.
5. Agree that the Park Superintendent or his/her designee, shall serve as a liaison to the Partner's Board of Directors.
6. Jointly review proposed donations of funds and in-kind goods and services that are intended to be provided to the NPS to ensure that they meet NPS needs, requirements and specifications. These reviews should include the standards identified in DO#21 Section 5 (Donor Review). Work collaboratively to implement and follow the NPS/Partner's Donor Review Process (Attachment B).
7. Follow NPS donor recognition guidelines and implement jointly-developed NPS/ Partner Donor Recognition Plan or a Partner Donor Recognition Plan that has been developed in alignment with the Park's Donor Recognition Plan (Attachment C) (See RM-21, Chapter 8 for more information).
8. Agree that the NPS Partner is authorized to raise funds for specific programs and projects, or general support, as specified in the Annual Work Plan If the Philanthropic Partner intends to conduct a cause marketing campaign, or a campaign associated with a Partner Design

and Construction Agreement, other requirements and separate agreements will apply (please see RM-21, Chapters 4 & 6).

9. Agree that NPS Partners which are nonprofit organizations are authorized to raise funds for internal administrative needs (such as staff salaries/benefits, office space and utilities, development of marketing materials, equipment/supply purchases, etc.) and that messaging associated with such fundraising will not imply those funds directly support the NPS.

B. **Responsibilities of the NPS.** The NPS shall:

1. Work together to encourage community relevance and engagement in shared stewardship of the Park.
2. Publicly recognize the Partner as an official Park philanthropic partner.
3. Support the Partner in their growth, viability and public impact by helping identify projects and programs that will have donor appeal and showcase the value of the Partner and donor investments in meeting park needs.
4. Provide the Partner with timely updates on implementing projects and/or programs funded by donors and an annual accounting of how funds donated by the Partner to the Park were expended during the previous fiscal year. The Parties will agree on a format and content for those updates as part of each year's Annual Work Plan.
5. Provide guidance and assistance to the Partner to help them meet the requirements of DO#21 and other laws, regulations and policies that relate to the work of the partnership.
6. Collaborate with the Partner to make the case for and grow awareness of the Park's project and program needs, as well as acknowledging donors in a timely and appropriate manner.

C. **Responsibilities of the Partner:** The Partner shall:

1. Be qualified to make, solicit and accept philanthropic contributions under applicable state and federal laws and follow all state/federal requirements before making, soliciting or accepting such contributions.
2. Conform to industry standards of best practices and ethics related to

philanthropic activities and fundraising, as well as applicable local, state and federal government laws and regulations.

3. Comply with the NPS donor vetting process as outlined in DO #21, Section 5.
4. Fundraising consultants or staff, if compensated, are to be paid a salary or flat fee; no payment may be made as commissions or as a percentage of funds raised.
5. Partner will collaborate with the NPS on any required approvals or permits before undertaking in-Park activities associated with this Agreement (please see 36 CFR 2.50, Special Events, 36 CFR Part 7-Special Regulations and Director's Order 53 and RM 53.
6. Ensure that the organization's or corporation's Articles of Incorporation or State Operating Agreement (Attachment E), or Bylaws (Attachment F) are consistent with the terms of this Agreement. In the case of a not-for-profit organizational partner, include Partner's tax-exempt status determination letter from the Internal Revenue Service (Attachment G).
7. Not accept donations for the benefit of the NPS that associates the NPS with tobacco or any illegal or inappropriate products or enterprises. Please see DO#21, Section 6.5, and RM-21, Chapter 6, regarding brand alignment and promotion.
8. Not solicit or accept donations for the benefit of the NPS from NPS concessioners unless the NPS approves the acceptance of such donations in writing.

IV. Annual Work Plan

The NPS and Partner agree to commit energy, staff, and resources to goals of mutual interest, as identified in the Annual Work Plan (Attachment A). The Parties will share mutual interests with respect to the (Park(s)/Program(s)) and will make good faith efforts to: (1) work together to support and promote awareness and appreciation for the significance of the (Park(s)/Program(s)); and (2) pursue mutually beneficial working relationships with other organizations and institutions that support the goals of this Agreement.

- A. Annual Work Plan: The NPS and the Partner must develop an annual work plan for each year this agreement is active. The annual work plan lays out the projects and programs that a park or program and an authorized philanthropic partner agree to work on in a specific year. The annual work plan will be Attachment A to the agreement (See RM-21,

Appendix B, for examples and templates).

- a. The annual work plan is a collaborative work that aligns the identified needs of a park or program area with the authorized philanthropic partner's assessment of philanthropic interest in those needs. The annual work plan may manifest itself in a variety of ways and come from other documents or processes. For example, in some areas an authorized philanthropic partner or park management will issue a call for projects or an annual funding call. The subsequent review process may set up the annual work plan for that year or several years out.
- b. In addition to projects and programs, annual work plans should address such things as fundraising or donor cultivation events, expectations for NPS subject matter expert participation in events, activities and special events to solicit or accept donations in the park, donation box placement (NPS- and/or partner-owned and managed), NPS.gov online donations, and the checkout counter donation program (for more information, See DO #21, Sections 4.5, 4.6 and 4.7, as well as RM-21 Chapter 4).

B. Feasibility Studies

Feasibility studies (Attachment D) help NPS and the Partner assess the likelihood that a fundraising effort or campaign will be successful. The NPS requires feasibility studies for philanthropic agreements with projects at or above the \$1 million threshold (applies to any single project in the Annual Plan that is at or above \$1million), for projects that require the Director's approval, or that may attract public scrutiny or controversy. A philanthropic partner or a park, region, or program may request an exemption to this requirement, which will be evaluated based on the Partner's experience and success in fundraising efforts of the proposed size. Exemption requests should be submitted to the appropriate authorized employee (refer to Delegations of Authority table in DO#21 Section 3.1.3). Please consult with the Regional Partnerships Office regarding determination of the need for feasibility studies and regarding the exemption process. RM-21 contains more information on feasibility studies and waiver request procedures.

V. Considerations

A. Property Utilization

Use and/or Occupancy of Government-Owned Property:

The Partner(s) may use Government-owned real and/or other property in furtherance of this Agreement in accordance with the Property Use Agreement (PUA), included as Attachment I. In the case of fundraising or

other events to be held on Park property, the Partner will secure a Special Use Permit from the Park and ensure compliance with all visitor safety, resource protection, and event guidelines.

B. Intellectual Property

If any activity of either Party in connection with this Agreement results in or is expected to result in the creation of intellectual property or donation of any intellectual property rights, or if the Partner or the NPS needs a license to any intellectual property rights of the other Party (including permission to link to the other Party's website) in order to fulfill its obligations under this Agreement, the Parties shall abide by the terms described in the Intellectual Property Attachment (Attachment J) to this Agreement. The Intellectual Property Attachment addresses the processes, terms and conditions applicable to intellectual property under this Agreement. The NPS shall not use any intellectual property of the Partner unless the Partner authorizes such use in accordance with the Intellectual Property Attachment. The Partner shall not use any intellectual property of the United States of America, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS employees in uniform, taglines, words, names, symbols, or any combination thereof, used to identify the NPS and/or any individual Park(s), unless the NPS authorizes such use in accordance with NPS policy and the Intellectual Property Attachment.

VI. Term

Unless earlier terminated in accordance with Article VII A, this Agreement shall remain in effect for a period of 5 Years beginning on the date the last signature is affixed. This Agreement may be extended by the mutual written agreement of the Parties prior to expiration.

VII. Termination and Disposition of Assets

A. Termination

1. Any Party may terminate this Agreement for any reason by giving advance written notice. Termination shall be effective sixty (60) calendar days from the date of receipt of the notice, or upon the termination date specific in the notice, whichever is later.
2. Any Party may immediately terminate this Agreement for a material breach of this Agreement by the other Party or Parties. In this event, this Agreement shall terminate upon the breaching party's receipt of a written Notice of Termination for Breach. Alternatively, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching

Party's receipt of a Notice of Termination for Breach.

3. Unless expressly provided for in this Agreement or related agreements, neither Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the Parties shall be preserved.

B. Disposition of Assets Upon Termination

Upon the termination or expiration of this Agreement or cessation of the operations of the Partner for any reason, and subject to the applicable laws pertaining to the State in which the Partner was incorporated, those funds held "for the benefit of the NPS" (defined within Article X item G), including all interest and earnings thereon and all in-kind contributions held "for the benefit of the NPS", shall be transferred to the NPS or to a third-party deemed acceptable by the NPS (under such terms and conditions as are deemed acceptable by the NPS) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the Partner from satisfying allowable outstanding obligations and legal requirements reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

VIII Insurance

- A. In accordance with nonprofit and business best practice, the Partner(s) should take steps to manage exposure to risk. Organizations should develop a risk management plan that protects board members, the organization, employees and clients from potential liability. The Partner should acquire appropriate industry-standard insurance coverage for the type and level of activities and liability exposures associated with this Agreement. The NPS will generally require the Partner to carry commercial general liability insurance to hold activities and events in a park under a special park use permit, however, the NPS may condition that permission upon the Partner(s) acquiring additional insurance that is acceptable to the NPS. Public sector agencies that are self-insured should include language regarding liability coverage in this agreement.
- B. Where the Partner have acquired insurance, DOI and NPS shall be listed as additional insureds. The insurance policy or policies shall specify that the insurer shall have no right of subrogation against the United States and shall have no recourse against the United States for payments of any premiums or deductibles due thereunder. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage and amounts in the event that the insurance purchased by the Partner is inadequate or otherwise insufficient for any reason whatsoever.
- C. The NPS reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from the Partner to the NPS

where, in the NPS's judgment, the NPS will undertake remedial work for which the claim is paid.

IX. Liability and Indemnification

The Partner shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of the Partner, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. The Partner shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by the Partner, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the Parties, shall undertake the remedial work to repair or replace the damaged lands or property. The Partner will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Partner, its employees, agents, representatives or contractors (including any contractor's subcontractors). Nothing in this Section is intended to prevent the Partner from seeking a judicial determination of whether its actions, or those of its employees, agents, representatives, or contractors (including any contractor's subcontractor) caused the matter for which the United States of America requests indemnification.

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2015), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

X. Financial Matters

- A. In General. The Partner shall maintain proper financial management procedures, accounting records and reporting under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (GAAP), established by the Financial Accounting Standards Board (FASB). The NPS shall maintain proper financial management procedures, accounting records, and reporting under a system of accounts and financial controls that is consistent with Federal Accounting Standards, established by the Federal Accounting Standards Advisory Board (FASAB).
- B. Right of Inspection and Audit. The Partner shall permit the DOI or its designee, including the NPS Comptroller and Office of the Inspector

General (OIG), to verify and audit any financial audit or records from the books, correspondence, memoranda and other records of a Partner relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. The Partner agrees to take appropriate corrective action based on such audit findings.

- C. NPS Management of Donated Funds. The NPS will maintain proper internal controls as required by the Office of Management and Budget's (OMB) Circular A-123 to ensure proper handling and expenditure of donated funds provided by the Partner. In addition to any reporting or review specified in the Annual Work Plan, the Park will meet with the Partner annually to discuss how the Park expended funds donated by the Partner during the previous fiscal year. If a Partner has concerns about expenditure of donated funds during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification, The Partner can fund an audit of the Park's donation accounts and records. The NPS agrees to take appropriate corrective action based on such audit findings.
- D. Provision of Certain Information. By October 31st each Partner shall annually provide the NPS an annual report of aid and a short narrative. For Partners with tax-exempt status, the Partner shall also provide the NPS with a copy of its IRS Form 990 and any amendments thereto. The Partner will submit annual reporting information via the NPS Partnership Portal when it goes online.
- E. Threshold for Audit. In any given year where a Partner raises between \$500,000 and \$1 million for the benefit of the NPS, they will undertake an annual financial review and provide a copy to the NPS. In any given year where a Partner raises \$1 million or more for the benefit of the NPS, they will undertake a financial audit and furnish a copy to the NPS. Such reviews or audits will be prepared by an independent certified public accountant (CPA) in conformance with GAAP. The Partner agrees to take appropriate corrective action based on review or audit findings. The review or audit shall be provided to the Superintendent of the affected Park Unit within 9 months of the end of the Partner's fiscal year.
- F. Establishment of Endowment or Investment Accounts. The NPS and the Partner shall mutually determine the need for an Endowment Account and/or Investment Account, where the account will be established for the benefit of the NPS. If such a need is identified, the Parties shall execute and abide by the terms of the Standard Form Endowment and Investment Account Agreement (EIAA), which describes the use, terms and conditions applicable to such accounts. If executed, the EIAA will be attached as a sub-agreement to this Agreement (Attachment K). For purposes of this Agreement, the terms "Endowment Account" and

“Investment Account” are defined in the EIAA.

- G. Definition of “For the Benefit of the NPS”: “for the benefit of the NPS” means donations of money (including interest and earnings thereon) and / or in-kind donations that were solicited for the express or implied purpose of using them, whether in whole or in part, to support the NPS, or NPS’s projects, programs or resources.

XI. Key Officials and Notices

- A. Key Officials. Each Party shall designate one or more key personnel to be responsible for coordination and communication between the Partner and the NPS in connection with the activities to be performed pursuant to this Agreement (Key Official). Upon written notice to the other Party, either Party may designate an alternate or liaison to act in the place of the designated Key Official or designate a new Key Official.

For NPS:

Name: Kelly Fellner
Title: Superintendent, Springfield Armory National Historic Site
Address: One Armory Square, Suite 2, Springfield, MA 01105
Phone: 413-271-3980
E-mail: kelly_fellner@nps.gov

For Partner:

Name: Neil Daboul
Title: President, Friends of Springfield Armory National Historic Site
Address: One Armory Square, Suite 2, Springfield, MA 01105
E-mail: neil@weatherdeck.com

- B. Notices. Notices from one Party to the other Party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other Party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other Party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the Parties.

XII. Standard Clauses

- A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of

this Agreement, nor does this Agreement obligate the NPS, the Department of the Interior, or the United States to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. To the extent that the Partner commits in this agreement or any related agreement to raise funds from non-federal sources for a particular purpose or project to benefit the NPS, the Partner agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally-appropriated funds) to lobby or attempt to influence Congress or any official of any government.

D. Compliance with Applicable Laws. This Agreement and performance hereunder are subject to all Laws whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed in any way as impairing the authority of the NPS to: (i) supervise, regulate, and administer its property under Laws and management plans or policies as they may be modified from time-to-time; or, (ii) be inconsistent with, or contrary to, the purpose or intent of any Act of Congress.

E. Disclaimers of Endorsement. The Partner shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, NPS, or any government employee endorses any business, brands, goods or services.

F. Merger. This Agreement, together with each Annual Work Plan and Related Agreement, contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

G. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Partner(s).

H. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

I. Assignment; Binding Effect. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic

transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

K. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

L. No Agency. The Partner(s) is/are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will any Partner represent itself as such to third parties. NPS employees, representatives of the United States and the Department of the Interior are not agents of the Partner(s) and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, general or limited partnership or joint venture as between the Partner(s) and the NPS.

M. Non-Exclusive Agreement. This Agreement in no way restricts either the NPS or the Partner(s) from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

N. No Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.

O. Survival. The terms of this Agreement that by their nature are reasonably intended by the Parties to survive expiration or termination shall survive expiration or termination of this Agreement.

P. 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 Laws.

XIV. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By: Kelly Fellner

Name: Kelly Fellner **Date:** 04/10/25

Title: Superintendent

FRIENDS OF THE SPRINGFIELD ARMORY NHS

By: Neil Daboul

Name: Neil Daboul **Date:** 04/14/2025

Title: President, Friends of the Springfield Armory National Historic Site

APPENDIX I -- Table: Delegations of Authority for Authorized Employees

ATTACHMENTS

Attachment A – Annual Work Plan

Check if included at the time of execution of this Agreement [X]

Attachment B – Donation Review Process [X]

Attachment C - Donor Recognition Plan

Check if included at the time of execution of this Agreement [X]

Attachment D - Feasibility Study

Check if applicable [] and included at the time of execution of this Agreement []

Attachment E - Philanthropic Partner Articles of Incorporation or State Operating Agreement [X]

Attachment F - Philanthropic Partner By-laws [X]

Attachment G – Philanthropic Partner IRS Tax-Exemption Determination Letter [X]

Attachment I – Property Use Agreement

Check if applicable [X] and included at the time of execution of this Agreement [X]

Attachment J – Intellectual Property Attachment [X]

Attachment K – Standard Form Endowment and Investment Account Agreement

Check if applicable [] and included at the time of execution of this Agreement []