

4.5.3 Checkout Counter Donation Program

Background

Checkout counter campaigns (or point of sale donation programs) are a type of cause marketing where the sales clerk at a hotel, gift shop, restaurant, bookstore, etc. provides the consumer with an opportunity to add to their bill to benefit a charitable cause. The NPS implements this program in two ways:

- by partners outside the parks as part of a philanthropic partnership and would be managed under the terms of a Cause Marketing Sub-Agreement to a Philanthropic Partnership Agreement or Philanthropic Support Agreement
- by partners inside the park under the guidelines presented here.

As implemented by the NPS for in-park , this program authorizes a willing national park cooperating association, leaseholder (including any sub-leaseholder), concessioner, or commercial use authorization (CUA) holder (collectively, in-park operators) to give their guests or visitors the opportunity to make a donation per room, meal, or other transaction to support the national park they are visiting. The program must be supported by the park superintendent and approved at the appropriate level (see “Tools” below). These programs may be within the park but also may be implemented by cooperating associations who manage off-site locations such as an interagency visitor center, an outlet in an airport, or a web store.

All proceeds must be used for the purposes described in the messaging associated with the program. The cooperating association or philanthropic partner may deduct the costs of administering the program from the proceeds so long as all parties to the agreement consent to the details of these administrative costs. Administrative costs must be documented and communicated through annual financial reports.

The design of the program should be developed by the partner and in-park operator in consultation with the superintendent or their designee and be clear to the visitor.

It is important to note that a decision to participate or not participate in the program will not influence the NPS’ evaluation of that facility operator, occupant, leaseholder or sub-leaseholder under its contract, cooperating association agreement, authorization, or lease with the NPS.

Park superintendents will need to work with their community of partners and in-park operators to balance the needs of park visitors with the desire to provide opportunities for visitors to donate. It is important to manage the amount of times a visitor may be asked to donate by an in-park operator(s) so as to not overwhelm park visitors with opportunities of this kind.

In summary, checkout counter campaigns benefitting the NPS take one of two forms:

1. In-park operator
 - a. Direct relationship between NPS and a cooperating association.
 - b. Indirect relationship with in-park operator who is not a cooperating association through a local or national NPS philanthropic partner with a current philanthropic agreement.
2. Out-of-park operator
 - a. Direct relationship between NPS and an out-of-park operator.
 - b. Indirect relationship with an out-of-park operator through a local or national NPS authorized philanthropic partner with a current philanthropic agreement.

46 **Tools**

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48 In order to authorize a checkout counter campaign, the following tools are available:

49 1. Cause Marketing Sub-Agreement: Used for an out of park operator in conjunction with either a
50 Philanthropic Partnership Agreement or a Philanthropic Support Agreement, whether direct with NPS
51 or indirect from an out-of-park operator through an existing NPS philanthropic partner. (In
52 development)

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54 2. Checkout Counter Program Authorization-link: Used where the relationship is with an in-park
55 operator. The authorization spells out collection and handling of funds, dispersal of funds and
56 reporting. If the operator is a cooperating association with a current cooperating association
57 agreement, the cooperating association agreement serves as the philanthropic agreement required
58 to participate in this program (DO #21, Section 4.5.3). In other words, to participate in this program a
59 cooperating association would need two documents: Cooperating Association Agreement and
60 Checkout Counter Program Authorization.

61
62 Signature level is as follows:

- 63 a. Leaseholder (including any sub-leaseholder), concessioner, or commercial use
64 authorization holder (CUA): The authorization is signed by the operator , the
65 philanthropic partner who will receive the funds on behalf of NPS and the Office of
66 Partnerships and Philanthropy, see Director’s Order #21 Section 4.5.3.
- 67 b. Cooperating Association: The authorization is signed by cooperating association and NPS
68 at the same level as the Standard Cooperating Association Agreement.

69 The remainder of this chapter of RM-21 will deal with the development and implementation of a checkout
70 counter campaign for an in-park operator.
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72 **Instructions for developing a Checkout Counter Program (in-park activities only)**

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74 **Program Initiation**

75 If the NPS is interested in initiating the discussion about the possibilities, it should be approached during
76 the development of an annual work plan with a philanthropic partner or cooperating association who has
77 an active philanthropic or cooperating association agreement. A request to participate in the program
78 may be also be initiated by the in-park operator or the philanthropic partner.

79 Leaseholder: This is a voluntary action by the leaseholder or sub-leaseholder, and not a donation
80 by, or on behalf of, the leaseholder or sub-leaseholder.

81 Concessioner: This is a voluntary action by the concessioner, and not a donation by, or on behalf
82 of, the concessioner. It is not a rate addition, and is not part of the rate that is approved for the
83 service; the donations received from these collections are not revenue subject to franchise fees.
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85 CUA: This is a voluntary action by the CUA holder and not a donation by or on behalf of the CUA
86 holder. The donations received from these collections are not revenue subject to CUA fees.
87

88 Cooperating Association: This is a voluntary action by the partner as part of its financial support
89 to the park described in a current agreement. In order to participate, the cooperating association

90 must have a current agreement with NPS. For the purposes of this document, organizations with
91 a cooperating association agreement are referred to as cooperating associations regardless of
92 whether or not they also serve as the park’s philanthropic partner.

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94 Philanthropic Partner: This is a voluntary action by the partner as part of its financial support to
95 the park described in a current agreement. In order to participate, the philanthropic partner must
96 have a current agreement with NPS.
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98 Once the discussion is opened by any of the parties listed above, the following steps should be followed:

- 99 1. Review the Roles and Responsibilities section and [Checkout Counter Program Authorization-link](#)
100 to become familiar with participant responsibilities.
- 101 2. If the park superintendent concurs with providing this program, the operator, park
102 superintendent, and philanthropic partner (if this entity is not the same as the operator) should
103 discuss the costs and benefits from providing this program and potential donations. If the
104 program is projected to yield sufficient funds to cover the cost of managing the program and also
105 provide donations that benefit the park, the parties should review the Roles and Responsibilities
106 section of this chapter and [Checkout Counter Program Authorization-link](#) together and decide
107 upon the program design, disbursement schedule and discuss program collateral and messaging.
- 108 3. Complete authorization and submit for appropriate consideration and signature by all parties
109 including the WASO Office of Partnerships and Philanthropy if the operator is a leaseholder,
110 concessioner, or CUA holder.
- 111 4. For cooperating associations who support relationships through an agreement with multiple sites,
112 one authorization form may be used so long as all superintendents participating in the program
113 have agreed to support the program at their site and have provided a record of this support. The
114 key official identified in your cooperating association agreement can assist in adding signature
115 lines or attaching a spreadsheet to the authorization form to allow for this.
116
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118 Roles and Responsibilities

119 **In-park operator as collector of funds** is responsible for:

- 120 ● following any federal, state, or local laws relating to this activity, including but not limited to
121 commercial co-ventures or professional fundraiser laws
- 122 ● entering into a *Checkout Counter Authorization for In-Park Operation* agreement
- 123 ● staff training
- 124 ● developing, producing and displaying signage and program marketing collateral (in collaboration
125 with the NPS and philanthropic partner, where applicable)
- 126 ● respecting customers’ wishes about participation
- 127 ● ensuring funds are accounted for and disbursed properly
- 128 ● listing the donation separately in the transaction at the point of sale. Registers **must** be equipped
129 to separate the donation from the rest of the transaction with the donation being logged as a
130 separate item within the transaction
- 131 ● transferring 100% of the **net** proceeds to the designated recipient at least annually, unless the
132 operator is also the cooperating association and the superintendent has requested the account be
133 held at the association for a larger upcoming project or program
- 134 ● providing the park superintendent or program manager with an annual accounting of funds
135 received and deposited to the designated account

- advising every visitor of the program, its benefits, and how to participate. The design of the program should be developed by the operator in consultation with the superintendent or their designee, and be clear to the visitor

Philanthropic partner as receipt of funds is responsible for:

When a cooperating association is the in-park operator they are also responsible for these partner roles.

- entering into a *Checkout Counter Authorization for In-Park Operation* agreement
- staff training
- ensuring funds are accounted for and expended properly, creating a restricted or unique donation account to hold the funds until they are transferred to the park or expended on behalf of the park
- providing information about the program in their communication channels
- reporting annually on the program (as part of established annual partnership and cooperating association reporting) a summary of the deposits, withdrawals, and program accomplishments

Park is responsible for:

- managing the quantity/volume of program activation across the park in order to preserve the visitor experience. The superintendent must consider the total number of operators/facilities participating in this program so as to not overwhelm the visitor with opportunities to donate
- providing information to the public on use of the funds – options include at the site of a project or an article for the park website and/or newspaper
- ensuring that a concessioner, CUA holder, or leaseholder (including any sub-leaseholder) who chooses to participate in the program does so in accordance with this policy as well as all other pertinent laws, regulations, and policies
- responding to all visitor complaints or concerns raised about the program and modify appropriately
- advising the Regional Director and Office of Partnerships and Philanthropy if a concessioner, CUA holder, or leaseholder (including any sub-leaseholder) who chooses to participate in the program fails to operate the program in compliance with this policy as well as all other pertinent laws, regulations, or policies
- reviewing and approving and posting all program collateral and messaging required by this policy
- not delegating any management of this program to the park's concession office

Funds Management

The intended use of the funds generated through this program must be agreed upon by the all involved parties (park, in-park operator, and/or partner) prior to setting up the program. Fund use should be described in any program collateral or messaging associated with the program. **Funds collected by cooperating associations must be used for educational, scientific, historical, and interpretive activities.** As with any fundraising activity, a partner or in-park operator should consult an accountant or tax attorney to ensure compliance with any federal or state specific rules.

The funds donated by visitors must be deposited to a unique and designated account, such as a separate general ledger account, by the in-park operator and only used for the mutually agreed upon cost of administering the program or transferred to the park or partner's account. Recordkeeping should be designed to allow for simple retrieval of program revenue and expenditures.

Funds must be transferred at least annually from an in-park operator to the park or participating philanthropic partner. Funds can be transferred more frequently if agreed to by the participants. If the cooperating association

183 is also the operator collecting the funds, funds may remain in a restricted account in the partner’s accounting
184 system until requested for transfer or use in a partnership project by the park superintendent.

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186 Misuse of the contributed funds by an operator may result in its termination from this program by the NPS
187 Director and such other actions as may be appropriate.

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189 Parks participating in this program must report on financials annually, in conjunction with required reporting on
190 cooperating associations and philanthropic partnerships.

191
192 These campaigns succeed or fail based on how informed, inspired, and engaged employees are as well as the
193 ability of the operator to set up the infrastructure to process the donations. Transparency about use and impact is
194 critical to the success of this program. There are many organizations that have identified best practices for
195 Checkout Counter Donation Programs. The following list is provided as a convenience, NPS does not endorse the
196 goods and/or services of others: [Engage for Good: Point of Sale Fundraising](#) (formerly the Cause Marketing
197 Forum), [Cornell University School of Hotel Administration: The Warm Glow of Restaurant Checkout Charity](#).
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