

Interpretation and Education Services Agreement (template)

[This Interpretation and Education Services Agreement (IES Agreement or Agreement) tiers from DO 6, Interpretation and Education, and will satisfy the requirements of DO 32, Section 8.7, which states that a legal instrument other than the Standard Cooperating Association Agreement is required to authorize an Institute or other in-depth education program conducted in support of the NPS mission.]

This Agreement cannot be used to “...transfer a thing of value...” from the NPS to a partner (i.e., money, property, services). That would require a financial assistance instrument such as a cooperative Agreement per 31 USC 6305. Because this Agreement does not commit to “transfer a thing of value,” a financial assistance awarding officer does not sign this agreement. It must be signed by the park Superintendent or designee. This template has been approved by the Department of the Interior Office of the Solicitor. However, if substantive changes are made to the template, the Regional Office may request that the Agreement be reviewed by the Solicitor.]

**INTERPRETATION AND EDUCATION SERVICES AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
PARK
AND
[PARTNER]**

Agreement Title:

This **Agreement** is hereby entered into by and between the [Partner] and the U.S. Department of the Interior, National Park Service, [Park Name.]

ARTICLE I – Background and Objectives:

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 interpretation and education services in national parks. This agreement recognizes the important role of partners in advancing the Service’s interpretation and education mission. It acknowledges the creativity and scope of partner-provided services and seeks to foster collaborative efforts that leverage the strengths of each partner for the benefit of the public.

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

[Include here the purpose and/or subject matter of this Agreement and what both parties plan to accomplish. Also include how existing or related agreements (if any) affect the Agreement and describe the individual or mutual goals of each party]

ARTICLE II – Legal Authorities:

54 U.S.C § 100101 - NPS Organic Act -- The NPS Organic Act directs the Secretary of the Interior to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

54 U.S. Code § 101101 - Authority to accept land, rights-of-way, buildings, other property, and money -- The Secretary in the administration of the Service may accept— (1) patented land, rights-of-way over patented land or other land, buildings, or other property within a System unit; and (2) money that may be donated for the purposes of the System.

54 U.S. Code § 102301 - Volunteers in Parks Program -- The Secretary may recruit, train, and accept, without regard to chapter 51 and subchapter III of chapter 53 of title 5 or regulations prescribed under that chapter or subchapter, the services of individuals without compensation as volunteers for or in aid of interpretive functions or other visitor services or activities in and related to System units and related areas. In accepting those services, the Secretary shall not permit the use of volunteers in hazardous duty or law enforcement work or in policymaking processes, or to displace any employee. The services of individuals whom the Secretary determines are skilled in performing hazardous activities may be accepted.

54 U.S. Code § 101702(c) - Sale of Products and Services Produced in the Conduct of Living Exhibits and Interpretive Demonstrations -- To facilitate the administration of the System, the Secretary... may (1) sell at fair market value, ... products and services produced in the conduct of living exhibits and interpretive demonstrations in System units; (2) enter into contracts, including cooperative arrangements, with respect to living exhibits and interpretive demonstrations in System units; and (3) credit the proceeds from those sales and contracts to the appropriation bearing the cost of the exhibits and demonstrations.

54 U.S. Code § 103102(4) – Cooperating Associations -- Appropriations for the Service are authorized and are available for ...educational lectures in or in the vicinity of and with respect to System units, and services of field employees in cooperation with such nonprofit scientific and historical societies engaged in educational work in System units as the Secretary may designate.

54 U.S. Code §100804 - Improved use of partners and volunteers in interpretation and education -- The Secretary may- (1) coordinate with park partners and volunteers in the delivery of quality programs and services to supplement those provided by the Service as part of a park's Long Range Interpretive Plan; (2) support interpretive partners by providing opportunities to participate in interpretive training; and (3) collaborate with other Federal and non-Federal public or private agencies, organizations, or institutions for the purposes of

developing, promoting, and making available educational opportunities related to resources of the System and programs.

ARTICLE III – Responsibilities and Understandings of the Parties:

The parties agree as follows to perform the functions specified below in accordance with the provisions of this Agreement. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the **NPS** for goods or services provided by the **Partner**. *[describe relationship to other agreements between the parties, such as any cooperating association agreement, philanthropic partnership agreement, cooperative agreement, etc.]*

A. For the term of this Agreement NPS agrees to:

1. Authorize NPS employees to undertake the following activities to support the efforts of this relationship: *[List activities]*
2. Review and approve or deny all proposed third-party agreements of a material nature submitted to NPS
3. 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.
4. Work with [Partner] to identify training and professional development needs and objectives in accordance with DO 6 and DO7, if applicable. 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.
5. Provide [Partner] with established standards, evaluation criteria, and performance measures identified by the NPS. Jointly develop evaluation plan. Collaboratively develop audience research and communications strategies.
6. 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.
7. 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 DO7, if applicable, and to make readily available valuable hands-on learning opportunities for diverse audiences.
8. 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 [Partner], including any appropriate information concerning responsibility for costs.

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9. That NPS property that may be used by [Partner] for the sole and exclusive purpose of obtaining the goals and objectives of the Agreement. *[List resources, structures, equipment, etc., if any, and conditions on use: the duration, maintenance responsibilities, site and safety conditions, payment of utilities, compatibility of Partner's activities with other NPS responsibilities, hours of operation, insurance, etc.]*
10. Involve [Partner] in the development and execution of interpretation plan(s) and on all periodic reviews and revisions of the plan(s), which will take place in accordance with DO 6.
11. 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 interpretation programs and services, and timely feedback on [Partner]'s reports.
12. Work with [Partner] in managing risk associated with educational and interpretation programs by maintaining open communication, utilize training opportunities, and identifying best practices in incident response situations.
13. Consider applications from the [Partner] for Special Use Permits (SUP) to authorize activities that are appropriate under NPS policy.

B. For the Term of this Agreement the Partner agrees to:

14. Provide interpretation 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 park interpretation plan(s).
15. 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.
16. Collaborate with the National Park Service in developing stewardship projects that the [Partner] participants can engage in during their education and interpretation program experience. Work with the Service to best use any data resulting from the [Partner] stewardship projects.
17. 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.
18. [Partner] shall submit an annual progress report to the Superintendent on the programs and services it provides in support of the park mission. 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.

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6. 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.
7. 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.
8. 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.
9. 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.
10. Comply with all applicable National Park Service policies and regulations.
11. Obtain a SUP or other appropriate approvals prior to undertaking activities in a park unit.
12. Utilize NPS property as identified above in accord with the conditions specified. Any proposed use of NPS property not in accord with the conditions authorized must be requested and approved in writing prior to the time of the desired use. The NPS Key Official identified in this agreement is the approving official for such a request. Such request may only be considered if NPS has legal authority to grant such a request.

C. For the Term of this Agreement NPS and the Partner jointly agree to:

1. Participate in regular meetings, to foster close cooperation on agreement implementation.
2. Make a good faith effort to achieve the following specified goal and objectives during the term of this Agreement: *[List and discuss goals.]*
3. Work together in good faith to resolve differences at the level of the Key Officials listed in this Agreement prior to elevating matters within the partner organizations or appealing elsewhere within NPS or the federal government. (Note: NPS staff may consider inserting a time period for discussions, e.g., 30 or 60 days, in which the Key Officials will work together to resolve issues prior to elevation.)
4. Make timely decisions on matters necessary to properly implement and administer this Agreement.
5. Work in good faith to execute other legal instruments as needed in supplement to this Agreement to meet the mutual objectives. Such agreements may include Fundraising Agreements, Cooperating Association Agreements, Partnership Agreements, and Cooperative Agreements, among others.

ARTICLE IV – Term of Agreement:

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[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 V- Termination and Expiration.

ARTICLE V – Termination and Disposition:

A. Termination:

Either party may terminate this Agreement for any reason by giving XX days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the XX day period. *[This clause does not require a “cause,” such as breach of the agreement, for termination.]*

B. Disposition of Assets upon Termination or Expiration:

[Spell out how assets obtained by the Partner, if any, in furtherance of this Agreement will be disposed of in the event the partnership dissolves. Or use N/A if applicable.]

ARTICLE VI - Key Officials:

Each party shall designate one or more key personnel to be responsible for coordination and communication between [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.

List the names and complete contact information of Key Officials of each organization responsible for administration and implementation of this agreement.

_____ National Park Service: Chief of Interpretation

_____ Partner: Executive Director or Business Manager

ARTICLE VII – Prior Approval:

[This article is generally inserted to restate or consolidate prior approval requirements contained in other parts of the Agreement. However, new prior approval requirements may be added here as well.]

The examples below represent prior approval clauses found in many NPS agreements, but they may not be appropriate for inclusion in all agreements.]

The Partner shall obtain prior written approval from NPS before:

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1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature or assigning any rights or obligations under this Agreement to another party;
3. Constructing any structure or making any structural improvements within the Park;
4. Releasing any public information that refers to the Department of the Interior, NPS, the Park, any NPS employee (by name or title), this Agreement or the Projects contemplated hereunder;
5. Using Arrowhead and other official insignia. The NPS must approve requests to use NPS marks and logos for marketing campaigns, branding, sponsorship, and commercial/retail purposes. The Arrowhead Committee will be responsible for approving these requests.

ARTICLE VIII – Liability and Insurance:

[The NPS recognizes that the type and amount of insurance coverage required of partners should be determined by risk. Therefore, where a Partner will not be undertaking regular activities within park units no insurance is required; insurance requirements would be inserted in the SUPs for individual events. NPS does not require State or local governments to acquire insurance. These entities, like NPS are considered self-insured. When working with a State or local government partner, NPS should ask them to provide language stating that they are self-insured and stating how their liability is limited by state law.]

The following clause is acceptable in most instances:

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 **Partner**, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. **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 **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.

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 (2012), 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.

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 **Partner**, its employees, agents, representatives or contractors (including any contractor's subcontractors).

ARTICLE IX – Accounting and Reports:

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- A. The [Partner] will maintain accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (“GAAP”).
- B. Right of Inspection and Audit. The [Partner] shall permit the Department of the Interior or its designee, including the NPS Comptroller and Office of the Inspector General, to verify and audit any financial audit or records from the books, correspondence, memoranda and other records of the Partner’s 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. [Partner] agrees to take appropriate corrective action based on these audit findings.
- C. Annual Work Plan. Prior to [INSERT DATE] of each year, NPS and [Partner] shall jointly develop a written plan (Annual Work Plan) that (1) identifies the projects and programs that the parties agree to undertake in a specific year; (2) specifies the respective roles of NPS and the Partner in carrying out these projects; (3) describes the proposed services [Partner] offers to the NPS, if any, in connection with the Identified Projects and/or identifies any funds the parties have agreed to set aside for use in future approved projects and/or programs; (4) identifies NPS’ intent, if any, to accept such services to support the Identified Projects; and 5) defines any other considerations in accomplishing the intent of this Agreement. The parties may modify the Annual Work Plan, as appropriate, during the course of the Agreement term by mutually executed amendments.

ARTICLE X – Property Utilization:

The National Park Service (NPS) and Partner agree that:

- A. Subject to the conditions set out in Paragraph B (below), the NPS will provide [Partner] with appropriate use of Government-owned property (including government-owned vehicles) in furtherance of activities authorized by this Agreement.
- B. Unless otherwise expressly specified in this Agreement or an accompanying agreement authorizing the use of Specific identified Government-owned property, NPS is responsible for all utilities, routine maintenance, and janitorial costs associated with [Partner]’s use of Government-owned property. [Partner] will be responsible for any damage that occurs above and beyond reasonable daily use.
- C. NPS will not provide [Partner] with access to NPS computer systems but [Partner] will be able to use the public Wi-Fi.
- D. [Partner]’s access to and use of NPS facilities is dependent on compliance with all laws and Government policies respecting Government facility security and NPS’s ability to obtain security clearance for [Partner.]
- E. Permission to use any NPS property is not exclusive to the [Partner.] NPS may allow third parties to use the property as well. [Partner] has no property interest or leasehold interest in NPS’ land or facilities.

- F. NPS may terminate its permission to use Government-owned property at any time. NPS will not be liable for any alleged or actual damages resulting from such termination.
- G. The Partner will not use Government-owned property in any lobbying activities.
- H. Permission to use and the use of the identified Government-owned property by Partner is subject to all terms and conditions of this Agreement.

Intellectual Property:

For purposes of this Agreement, “Intellectual Property” means, with respect to any party, all rights protecting tangible or intangible contributions, products, marks, works of authorship, or other creations of the human mind; this includes copyrights, Marks, patents, trade secrets, rights of publicity or privacy, and similar protections. If the purpose defined in this Agreement will require (1) the creation of new content, materials, or marks that may be subject to Intellectual Property protections or (2) the use of NPS or Partner Intellectual Property by either or both parties, then the terms of NPS’s *Attachment to Interpretation and Education Services Agreement Regarding Use and Creation of Intellectual Property* will apply and the NPS will provide that Attachment as part of this Agreement.

ARTICLE XI – General Provisions:

- 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 NPS, the Department, or the United States of America 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 NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. 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.
- D. Limitation on Lobbying: [Partner]will not use Government-owned property in any lobbying activities. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail [Partner]’s ability to interact with elected officials.
- E. Drug Free Workplace Act: The [Partner] certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.

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- G. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- H. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- I. Disclaimers of Government Endorsement: [Partner] will not publicize or circulate materials (such as 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, NPS, or any government employee endorses any business, brands, goods or services.
- J. Public Release of Information: [Partner] must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- K. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and [Partner.]
- L. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- M. Agency: [Partner] is not an agent or representative of the United States, the DOI, or the NPS, nor will the Partner represent itself as such to third parties.
- N. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.

ARTICLE XII – Attachments:

Examples, if applicable –
Annual Operating Plan
Property Use Agreement

Intellectual Property Attachment
Annual Work Plan
Park Directives
Approved Fee Schedule

ARTICLE XIII – Signatures:

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

_____ Date _____
Park Superintendent

_____ Date _____
Partner