

## Instructions Friends Partnership Agreement

### Purpose

The **Friends Partnership Agreement** is the required instrument that describes how U.S. Fish and Wildlife Service (Service) employees and a Friends organization work together cooperatively in support of the Service mission. The agreement describes the substantial involvement of both parties in mutually agreed-upon activities and ensures that both parties have a mutual understanding of their respective roles, responsibilities, rights, expectations, and requirements within the partnership.

You may only use a Friends Partnership Agreement with Friends organizations that meet the following qualifications: “Friends organizations” (also referred to in this agreement as “Friends”) are nonprofit organizations under Section 501(c)3 Title 26 of the Internal Revenue Service code; established with an organizational mission of supporting the purposes and objectives of a Service site or program with which they are affiliated; and cooperate with the Service under an approved Friends Partnership Agreement.

The **Friends Supplemental Partnership Agreement for Use of Service Property** provides additional terms and responsibilities beyond the general terms of the Friend Partnership Agreement, and is required only for those Friends that use Service land, facilities, or equipment. It should either be completed and added to the Friends Partnership Agreement at the same time of Service ratification or added to an approved Friends Partnership Agreement as a modification. The supplemental agreement includes language for most uses of Service property by Friends, including the operation of nature stores on Service property.

### Agreement Preparation and Approval Process

The **Friends Partnership Agreement template** provides the suggested language common to most Service Friends partnerships. The content is based on Departmental and Service policies, but the Friends and Service sites/programs may thoughtfully add and delete certain template language to meet their varying partnership roles and responsibilities wherever Department and Service policies don't dictate otherwise. We strongly recommend that you highlight all new and edited language to make it easier for Regional review prior to signature. **[Bracketed and bold text]** within the agreement provides instructions or brings attention to areas that are fillable, and you should not include the actual brackets in the final agreement.

Prior to developing an agreement, contact your Regional Friends Coordinator (or designated Regional Liaison) for Region-specific guidance. Starting with the Friends Partnership Agreement template, work with your Friends organization to modify language to meet the specific needs of the partnership and add the supplemental agreement if necessary. Do not randomly edit template language due to personal preference, and highlight any additions and strikethroughs. Once both parties agree on the content, send the draft agreement(s) (with highlights and strikethroughs) to your Regional Friends Coordinator (or Regional Liaison) for review. If the Regional Coordinator/Regional Liaison doesn't request any changes, he/she will return the agreement to you for signatures. After it's been signed at the site, the Regional Coordinator/Regional Liaison gives the signed agreement(s) to the site's/program's Assistant Regional Director (or designee) for review before sending it to the Regional Director (or designee) for final approval and signature. The Regional Coordinator/Regional Liaison keeps the original and distributes signed copies of the agreement to the Service site/program office and the Friends.

The template Friends Partnership Agreement is pre-approved by the Service's Solicitor's office. Regional Solicitor review is not required unless the scope of the changes to the template is significant enough to require it. The Regional Friends Coordinator/Regional Liaison and the appropriate Assistant Regional Director will determine if additional Regional Solicitor review is necessary.

The Friends Partnership Agreement and supplemental agreement are effective for 5 years with four annual

modification options during the 5-year period of performance. Each time the agreement is up for its 5-year renewal, the Project Leader and the Friends President or Executive Director will meet to review, modify, and sign the agreement as described above. To become effective, the Regional Director (or designee) must review, approve, and sign a new agreement every 5 years. All current agreements with official Friends organizations must be converted to Friends Partnership Agreements when they expire or within 3 years of the date 633 FW 1 through 4 was first published.

For more specific information on the use, development, and approval process for the Friends Partnership Agreement, refer to the Friends Policy, 633 FW 1 and 3.

**Friends Partnership Agreement**  
**[TEMPLATE]**  
FRIENDS PARTNERSHIP AGREEMENT  
between the  
**[INSERT SERVICE SITE/PROGRAM NAME]**  
U.S. FISH AND WILDLIFE SERVICE  
DEPARTMENT OF THE INTERIOR  
AND  
**[INSERT THE FRIENDS OF NAME]**

This Friends Partnership Agreement (Agreement) is between the **[INSERT Service site/program name]**, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and **[INSERT The Friends of Name]** (Friends).

**I. AUTHORITY**

The Service enters into this agreement and any subsequent Friends Supplementary Partnership Agreement for Use of Service Property under the authorities of:

- A. The Fish and Wildlife Act of 1956 (16 U.S.C. 741a-742j).
- B. The National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-ee), as amended.
- C. The Refuge Recreation Act of 1962 (16 U.S.C. 460k - k-4), as amended.
- D. The Anadromous Fish Conservation Act (16 U.S.C. 757a-757g), as amended.
- E. The Fish and Wildlife Coordination Act of 1934 (16 U.S.C. 661-667e), as amended.
- F. The National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. 742f), as amended.
- G. The National Fish Hatchery System Volunteer Act of 2006 (16 USC 760aa – 1-4), as amended.

**II. PURPOSE**

The purpose of this agreement is to facilitate and formalize collaboration between the Service and Friends in support of mutual goals and objectives defined by the agreement.

**III. BACKGROUND**

**[The Background section provides the context for the agreement. It states the intent of the parties and is helpful when interpreting the agreement. It generally should not exceed a page and a half.]**

- A. Service Mission: The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.
- B. Service Division Mission: The mission of the National Wildlife Refuge System **[INSERT SERVICE DIVISION]** is to administer a national network of lands and waters for the conservation, management, and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans.
- C. Service Site/Program Description: **[INSERT a brief description of the [INSERT SERVICE SITE/PROGRAM] involved and its mission.]**
- D. Friends Description: **[INSERT a brief description of the Friends organization, including its mission, nonprofit status, and location of operations, etc.]**.
- E. Partnership History: **[INSERT a brief description of the history of the relationship between the parties, other facts critical to understanding the agreement, and an explanation of existing or related agreements or relationships that affect the Friends Partnership Agreement].**
- F. Partnership Scope of Work: **[INSERT a brief description of what the parties are trying to accomplish together (scope of work) or the relationship they are establishing].**
- G. Fundraising and Solicitation Description: **[INSERT a description of the complexity of the Friends operations as it relates to fundraising and solicitation].**

The Friends intend to generate revenue to support the activities authorized by this agreement by conducting the following fundraising and solicitation activities:

**[Add or delete from the list of fundraising and solicitation activities below that Friends intend to pursue or consider, and add a brief description of the context in which it might occur at your site, how much money the activity is anticipated to generate, and how that leads to furthering mutually agreed-upon goals and objectives.]**

- (1) Sale of goods and services
  - a. Nature store sales
  - b. Internet sales
  - c. Memberships
  - d. Special events, such as photography workshops
- (2) Soliciting or acquiring donations of funds and in-kind goods and services
  - a. Donations from the public and private sector (e.g., donation boxes, foundations)
  - b. Bequests by will
  - c. Special events (e.g., benefits, silent auctions)

d. Special fundraising campaigns (e.g., capital campaigns, endowments)

(3) Applying for grants for project fundraising

#### **IV. AUTHORIZATION AND TERM OF AGREEMENT**

- A. 5-Year Performance Period: Both parties enter into this agreement for a period of 5 years beginning on the day following Service ratification, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this agreement will be renewed every 5 years so that they will not expire.
- B. Agreement Renewal: Each time the agreement is up for its 5-year renewal, the Project Leader and the Friends Executive Director or President will meet to review, modify, and sign the agreement. The template Friends Partnership Agreement is pre-approved by the Service's Solicitor's office. Regional Solicitor review is not required unless the scope of the changes to the template is significant enough to require such a review. The Regional office will determine if additional Regional Solicitor review is necessary. To become effective, the Regional Director (or designee) must review, approve, and sign the agreement.
- C. 501(c)3 Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)3 of Title 26 and under applicable State and Federal laws. This agreement and any supplemental agreements will automatically terminate if the Friends organization does not maintain its nonprofit status.
- D. Agreement for Termination:
- (1) Termination for Convenience: Each party may terminate this agreement for any reason by giving advance written Notice of Termination for Convenience. Termination is effective 60 calendar days from the date of receipt of the Notice, or upon the termination date specified in the Notice, whichever is later.
- (2) Termination for Breach: Each party may immediately terminate this agreement for a material breach of this agreement by the other party. If a breach occurs, this agreement terminates upon the breaching party's receipt of a written Notice of Termination for Breach. The non-breaching party may, but is not required to, 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 automatically terminate on that specified date.
- (3) Liability for Costs and Damages: Unless expressly provided for in this agreement or related agreements, neither party is 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 are preserved.

(4) Disputes and Venue: The parties agree that if there is a dispute between them, the Service and the Friends will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties. The parties agree that the venue to begin litigation of any disputes stemming from this agreement is a Federal court with appropriate jurisdiction.

(5) Disposition of Assets upon Termination or Expiration of this Agreement or Cessation of Friends Operations: Upon the termination or expiration of this agreement or cessation of the operations of the Friends organization for any reason, those funds held for the benefit of the Service, including all interest and earnings and all in-kind contributions, will be transferred to the Service or to a third-party the Service deems acceptable (under such terms and conditions as the Service deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this document prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with this agreement prior to the termination or expiration of the agreement.

- E. Agreement Suspension: Suspension of the agreement may occur if in the sole judgment of the Service there is a violation of law or policy or risk to resources or public health and safety.

## **V. SERVICE AND FRIENDS RESPONSIBILITIES**

**[This section identifies what each party agrees to do individually, as well as joint understandings regarding implementation and execution of this agreement.]**

- A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:

- (1) Work actively and collaboratively together to achieve the following specified goals and objectives during the term of this agreement:

**[INSERT list and describe goals/objectives such as developing, improving, maintaining, and updating biological, maintenance, management, outreach, recreational, interpretive, educational, and other visitor services programs or facilities.]**

- (2) Participate in regular meetings to foster close cooperation on agreement implementation.
- (3) Communicate on a regular basis to discuss applicable site-related issues and projects and make timely decisions on matters necessary for proper implementation and administration of this agreement.
- (4) Work in good faith to execute additional agreements, as necessary, to meet the mutual objectives of the parties.

- (5) Work jointly to encourage community engagement in shared stewardship of the Service by the local and national community.
- (6) Meet annually to assess the effectiveness of the partnership as it relates to the purpose, goals, objectives, roles, and responsibilities outlined in the Friends Partnership Agreement to ensure expectations are clear and realistic, and modify the agreement if there are any significant changes to the scope of the partnership.
- (7) Take steps to avoid the appearance that either party represents the views of or directs the management or decisionmaking process of the other. The Service and the Friends will maintain an evident and distinct separation between their organizational management activities.
- (8) Work together in good faith to resolve differences.
- (9) Ensure that donations from the Friends to the Service, including money, goods, or services, are used to improve, maintain, and update the Service site or programs for which the donations were intended and are consistent with Departmental and Service policies.
- (10) Review and comply with Service policies for guidance prior to initiating any new fundraising efforts (capital campaigns, endowments, events, etc.) on behalf of the Service that are not already described in this agreement. A modification to this agreement is required for all fundraising efforts, and certain dollar thresholds may also trigger a separate Friends Fundraising Agreement requirement prior to beginning fundraising.
- (11) Ensure that Friends fundraising and solicitation activities conducted on Service-managed property are described in the supplemental agreement, done on behalf of the Service site or program with which they are affiliated, and are consistent with the mission, goals, and objectives of the Service.
- (12) Ensure that all net funds collected on Service-managed property through direct solicitation activities by Friends are deposited into the appropriate Service contributed funds account for which the funds were raised (e.g., Gifts, Community Partnership Enhancement donation receipt account) and used exclusively for the benefit of the particular national wildlife refuge or complex of geographically-related refuges for which the funds were generated.
- (13) Ensure that Friends fundraising activities that involve games of chance (e.g., raffles for a fee, BINGO, door prizes for a fee) or that are associated with lobbying activities are not conducted on the Service's behalf or on Service-managed property, and do not express or imply involvement or endorsement of the Service.
- (14) Work together to ensure that Volunteer Services Agreements are completed for each Friends member acting as a Service volunteer, are signed by both parties, accurately

describe the work and duties the Friends are performing at or in support of the Service site/program, and are reviewed and updated annually. The Service reserves the right to determine what constitutes a volunteer activity that benefits the Service.

B. The Service agrees to:

- (1) Designate a site/program employee as the Service Liaison with the Friends. The liaison role is to provide the Friends with regular and timely communication of mutually developed programs and projects.
- (2) Regularly attend Friends meetings and events as a Service employee and invite Friends board members to appropriate Service planning meetings and events.
- (3) Help identify and provide opportunities for training and skill development for appropriate Service employees and Friends members that will improve the effectiveness of the partnership.
- (4) Provide an annual orientation to the Friends Board of Directors on the Department, Service, divisions and site goals, objectives, scope of operations, and the many programs that play a role at the site/program.
- (5) Make a good faith effort to identify and follow applicable laws, regulations, and Department and Service policies with which both parties must comply.
- (6) Publicly recognize the Friends as the official site/program Friends organization.
- (7) Avoid involvement in the Friends organization's operation and administration including, but not limited to, serving on a Friends Board of Directors; administering a Board of Directors and its employees; completing State and Federal nonprofit requirements, such as writing bylaws and applying for 501(c)3 status; attending board meetings that are focused on the operation and administration of the board and organization; generally administering a nature store; developing organizational documents; executing business transactions and grant applications on behalf of Friends; and maintaining Friends Web sites, newsletters, or social media sites.
- (8) Meet Departmental and Service regulations and policies for receiving and managing donations of funding, goods, services, real property, and other items.
- (9) Provide Friends with Service volunteer uniform components while working on behalf of the Service, and ensure that Friends are providing their members and employees with readily identifiable insignia of the Friends organization while working on behalf of the Friends organization on Service property.

C. The Friends agree to:



- (1) Maintain 501(c)3 nonprofit status with the Internal Revenue Service (IRS) and ensure that its Articles of Incorporation and bylaws comply with the requirements of the State in which it is incorporated and are consistent with the terms of this agreement.
- (2) Act as a volunteer-based organization with the mission of supporting a Service site or program that may solicit funds or in-kind donations for the primary purpose to help advance the mission, purpose, and goals of that particular Service site or program.
- (3) Conduct its fiscal operations in accordance with applicable State and Federal laws, Generally Accepted Accounting Practices published by the Financial Accounting Standards Board, and the IRS Code, Section 501(c)(3) of Title 26.
- (4) Consider the need for obtaining a periodic evaluation of financial records (e.g., compilation, review, audit) by an independent accounting firm or someone with an accounting background, such as a Certified Public Accountant.
- (5) Identify a Friends Liaison, typically the President or other board member, to facilitate regular and timely communication with the Project Leader or Service Liaison about mutually developed programs and projects.
- (6) Ensure that Friends members and their staff, while working on behalf of the Friends organization, do not act in any way that leads to the public perception that they are Service employees or volunteers. Friends members may wear an easily observable and readily identifiable insignia of the Friends organization while working on behalf of the Friends or a Service volunteer uniform while working on behalf of the Service.
- (7) Avoid express or implied Service endorsement for a particular business, brand, product, service, enterprise, or political position.
- (8) Provide timely notification and invitation of appropriate meetings to the Project Leader and Service Liaison.
- (9) Ensure compliance with Service policies, procedures, and standards regarding the use of Service logos and program sublogos and avoid the creation and use of anything that is confusingly similar.
- (10) Ensure compliance with Service policies, procedures, and standards regarding the display of Friends-created and printed materials and outreach and interpretive displays on Service property.
- (11) Upon request of the Service's Regional Director, designee, or the Project Leader, provide information on the Friends organization, including but not limited to, the organization's gross receipts (e.g., income, grants, and donations), expenditures, projects, number of members, narratives, or images of special events and projects.
- (12) Not use any Service-appropriated funds (including property, utilities, services, or

supplies) to lobby; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; raise funds through games of chance; or conduct fundraising that is not in direct support of the Service site in which the partnership agreement is held.

(13) To the extent Friends commit to this agreement or any related agreement to raise funds for a particular project to benefit the Service (e.g., new facility), the Friends agree that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet the commitment for that particular project.

## **VI. SUPPLEMENTAL AGREEMENT**

Use of Service Property: The Service and the Friends further agree that, by inclusion of a supplemental agreement (see attached) at the time of ratification, the Service and Friends will cooperate in the use of Service-managed property to support the mutual goals and objectives defined by this agreement.

## **VII. LIABILITY AND INDEMNIFICATION**

- A. Friends must indemnify, save, and hold harmless the Department of the Interior, the Service, 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 arising out of acts or omissions of the Friends, its employees, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this agreement.
- B. Friends must promptly pay the Service the full value of all damages to the lands or other property of the Service caused by Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.
- C. Friends will cooperate with the Service in the investigation of any claim that may be filed with the Service because of the activities of the Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors).

## **VIII. INSURANCE**

- A. Friends activities performed both on and off Service property may require general liability, Board of Directors and Officers, event, personal property, or other insurance.
- B. The Friends should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices in the nonprofit industry. However, where the Project Leader grants a Friends organization permission to conduct certain specialized activities on behalf of the Service and the activity is hosted or co-hosted by the Friends, the Project Leader may require that the Friends acquire appropriate insurance that

is acceptable to the Service before hosting the activity.

- C. Where Friends have acquired insurance, the Department of the Interior and the Service must be listed as additional insured entities. The insurance policy or policies must specify that the insurer has no recourse against the Department of the Interior and the Service for claim expenses, payments of any premiums, or deductibles due. The Service will not be responsible for any omissions or inadequacies of insurance coverage and amounts if the insurance purchased by the Friends is inadequate or otherwise insufficient.

The Friends currently hold the following insurance policies:

**[INSERT List type of insurance policies held, briefly describe coverage, and attach copies of policies.]**

- D. The Service reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from Friends to the Service where, in the Service's judgment, the Service will have to pay to fix the problem for which the claim is paid.
- E. While performing work on behalf of the Service under an approved Volunteer Services Agreement (Optional Form (OF) 301A), only individual volunteers, not the nonprofit organization, are provided protection for tort claims under the Federal Tort Claims Act and injuries under the Federal Employees Compensation Act.

## **IX. ASSIGNMENT**

A. 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 is binding upon the parties who entered into it and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.

B. Waiver: No waiver of any provision of this agreement is effective unless made in writing and signed by the waiving party. No waiver of any provision of this agreement constitutes a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of the agreement.

C. No Third-Party Beneficiaries: Unless expressly stated in this agreement, nothing in it is intended to grant any legally enforceable rights or provide any benefits to a third party.

## **X. MISCELLANEOUS**

- A. Service Rules Govern: The rights and benefits conferred in this agreement and other supplemental agreements are subject to the laws, regulations, and rules that govern the Service and its employees. The mention of specific restrictions, conditions, and stipulations in this agreement and any supplemental agreements do not in any way impair the general powers of supervision, regulation, and control by the Service.

- B. U.S. Fish and Wildlife Service Appropriations: Under 31 U.S.C. 1341, nothing contained in this agreement may be construed to obligate the Service, the Department of the Interior, 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 the Service, the Department of the Interior, or the United States of America to spend funds on any particular project of purpose, even if funds are available.

**XI. AGREEMENT OFFICERS**

Officer for the U.S. Fish & Wildlife Service, [INSERT SITE/PROGRAM NAME]:

**[INSERT OFFICIAL REPRESENTATIVE]**

Henry Habitat, Project Leader  
Service Site/Program  
000 Hudson Street  
Hudson River, NY 00000  
Phone: 000-000-0000  
Fax: 000-000-0000  
Email: Henry\_Habitat@fws.gov

Officer for the Friends of [INSERT NAME]:

**[INSERT OFFICIAL REPRESENTATIVE]**

Sandra Species, President  
Friends of Name  
000 Hudson Boulevard  
Hudson River, NY 00000  
Phone: 000-000-0000  
Fax: 000-000-0000  
Email: SandraSpecies@gogreen.net

The parties below have caused this agreement to be executed by their respective duly authorized representatives.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director [or insert designee]  
U.S. Fish and Wildlife Service

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Leader/Refuge Manager  
[INSERT Service Site/Program]  
U.S. Fish and Wildlife Service

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
President/Executive Director, [INSERT Friends of Name]

**ATTACHMENTS**

Check if included at the time of execution of this Friends Partnership Agreement

Exhibit 1, Part 2 - Friends Supplemental Partnership Agreement, Use of Service Property

Attachment A – Friends Organization Articles of Incorporation

Attachment B – IRS Determination Letter (if in process of applying for incorporation)

Attachment C – Friends Organization Insurance Policies

Attachment D – Friends Fundraising Agreement

**633 FW 3, EXHIBIT 1, PART 2 [TEMPLATE]  
Friends Supplemental Partnership Agreement  
Use of Service Property**

SUPPLEMENTAL AGREEMENT TO THE  
FRIENDS PARTNERSHIP AGREEMENT  
between the  
**[INSERT SERVICE SITE/PROGRAM NAME]**  
U.S. FISH AND WILDLIFE SERVICE  
DEPARTMENT OF THE INTERIOR  
AND  
**[INSERT THE FRIENDS OF NAME]**

This Friends Supplemental Partnership Agreement (supplemental agreement) is between the **[INSERT SERVICE SITE/PROGRAM NAME]**, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and **[INSERT The Friends of Name]** (Friends).

**I. PURPOSE**

**[This supplemental agreement is needed for those Friends that use Service lands, facilities, or equipment. The template agreement includes suggested language for use of Service land, facilities, and equipment that vary in scope, with an emphasis on nature store space. If operating a nature store on Service property, this supplemental agreement also provides in-depth language on mutually-agreed upon terms of a sales operation by Friends on Service property.]**

The purpose of this supplemental agreement to the Friends Partnership Agreement is to facilitate and formalize the cooperation between the Service and Friends in the use of Service-managed property to support mutual goals and objectives defined by this agreement.

**II. BACKGROUND**

**[The Background section provides the context for the supplemental agreement. It states the intent of the parties as it relates to the use of Service-managed property and is helpful when interpreting the agreement.]**

- A. Friends Scope of Work: **[INSERT A brief description of the complexity (scope of work) of the Friends operations as it relates to Friends use of Service-managed property.]**
- B. Description of Service Property: **[INSERT A description of what property (land, facilities, equipment, and locations) the Service will provide the Friends and how that leads to furthering mutually agreed-upon goals and objectives. Listing of more specifics follows in section IV.B]**

### **III. AUTHORIZATION AND TERM OF AGREEMENT**

As stated in the Friends Partnership Agreement and including the following:

- A. 5-Year Performance Period: If included at that same time of execution of the Friends Partnership Agreement, both parties enter into this supplemental agreement for a period of 5 years beginning on the day following Service ratification, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this agreement will be renewed every 5 years so that they will not expire. If included after the execution of the Friends Partnership Agreement, both parties enter into this supplemental agreement for the existing performance period of the Friends Partnership Agreement.
- B. Agreement Renewal: Each time the Friends Partnership Agreement is up for its 5-year renewal, the Project Leader and the Friends Executive Director or President will also meet to review, modify, and sign this supplemental agreement. The template Friends Partnership Agreement is approved by the Service's Solicitor's office. Regional Solicitor review is not required unless the scope of the changes to the template is significant enough to require such a review. The Regional office determines if additional Regional Solicitor review is necessary. To become effective, the Regional Director (or his/her designee) must review, approve, and sign the agreements.
- C. Agreement Termination/Disposition of Assets: Upon the termination or expiration of this supplemental agreement or cessation of the operations of the Friends organization for any reason, those funds held for the benefit of the Service, including all interest and earnings and all in-kind contributions, must be transferred to the Service or to a third-party the Service deems acceptable (under such terms and conditions as the Service deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this agreement prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with the agreement prior to its termination or expiration. Any personal property belonging to the Friends, including nature store inventory, remains property of the Friends.
- D. Access and Closures: The Project Leader retains the right to have discretionary and emergency access to Service facilities and equipment that Friends use. Service properties, even those occupied by the Friends, are subject to management closures, Federal holidays, emergency closures, furloughs, and other Governmental actions that might impact regular daily operations and access. The Service is not responsible for any costs or damages to Friends in the event of such actions.
- E. Homeland Security Presidential Directives: Friends use of Service facilities and equipment and access to federally-controlled information systems must comply with Homeland Security Presidential Directives (HSPD) that mandate common identification standards for Federal employees, volunteers, Friends, and contractors before they can access Government facilities and data systems. Friends representatives may need to obtain Federal security clearances prior to conducting the work of mutually agreed-upon programs and

projects with Service-managed property and equipment.

- F. Withdrawal of Use: The Project Leader may withdraw the use of land or withdraw, modify, or relocate the use of facilities or equipment from Friends at any time for management or emergency reasons. Whenever possible, the Project Leader should give the Friends a 60-day written notice and meet with the Friends President or Executive Director prior to the withdrawal, modification, or relocation to discuss the decision and to give the Friends the opportunity to address the reasons leading to that action. Nothing in this supplemental agreement grants the Friends any interest in land or right of occupancy of the premises.
- G. 501(c)3 Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)3 of Title 26 and under applicable State and Federal laws. This agreement and the Friends Partnership Agreement will automatically terminate if the Friends organization does not maintain its nonprofit status.

#### **IV. SERVICE AND FRIENDS RESPONSIBILITIES**

- A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:

- (1) Work together to ensure that Friends access of Government land, facilities, and equipment and federally-controlled information systems are compliant with the HSPD.
- (2) Work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The Service is not responsible or liable for lost, damaged, or stolen Friends property while housed on Service property.
- (3) Collaborate on the selection of sales items, including the quality and display location of sales items. Items for sale should have educational and outreach value and illustrate the purpose of the Service site/program, reinforce the mission and goals of the Service, and be consistent with the general design and décor of the facility. Friends may develop their own plans for merchandising, but the Project Leader is ultimately responsible for approving the items sold on Service property, and he/she may reject or request removal of proposed and existing items if they misrepresent the Service or are inappropriate, inaccurate, or of poor educational value.

**[OPTIONAL - INSERT List of mutually agreed-upon sales items and description of sales terms.]**

- (4) Collaborate on nature store operational practices, including hours/days of operation.

- B. The Service agrees to:

- (1) Provide the following facilities and equipment for the Friends use for the purpose of conducting work associated with the mutually agreed-upon goals, as described in the Friends Partnership Agreement. Friends must not use any Service-appropriated funds (including property, meeting rooms, utilities, services, or supplies) to conduct lobbying



activities; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; raise funds through games of chance; or conduct fundraising and other activities that are not in direct support of the Service site in which the partnership agreement is held.

**[DELETE OR ADD OTHERS AS NEEDED FROM THE LIST BELOW Identify and describe location(s) and attach maps or room diagrams if helpful. Describe use, extent, limitations to use, and purpose of use.]**

(a) Office and meeting room space;

(b) Government equipment, such as computers, phones, fax machines, furniture, etc.;

(c) Storage space for storing outreach and interpretive materials, sales merchandise, and other supplies; and

(d) Nature store space for generating revenue on behalf of the Service.

(2) Provide the Friends with incidental utility services, including water, electricity, heat, air conditioning, and phone to the extent that these utilities are available and previously required for the operation of the building and other Government purposes. The Project Leader may request the Friends to provide for their own utilities if expenses are above and beyond what is required for Government purposes.

(3) Not use appropriated funds to purchase any office equipment specifically for the operation and administration of the Friends organization. The Friends will furnish any additional specialized equipment needed for the operation of their organization that the Service does not already own or lease and have available to use. Friends use of Government equipment must not impair the Service in achieving its goals and objectives. Friends must obtain approval from the Project Leader before purchasing and installing their own equipment.

(4) Subject to HSPD compliance, the Project Leader or a designee must provide Friends guidance and direction about security when accessing Service property/facilities. The Project Leader may issue a key, security combination, or pass codes to Friends with proper Departmental security clearances. Friends representatives may not duplicate or loan the key to any person or third party or disclose the combination or pass code. The last party vacating the premises takes full responsibility for making sure that doors are locked, gates are secured, and security systems are engaged.

(5) Involve the Friends in the review and comment on Service plans that may redesign, renovate, or construct facility space currently occupied by the Friends.

C. The Friends agree to:

(1) Obtain written approval from the Project Leader before altering Service property and

understand that all improvements to Service property that the Friends make become the property of the United States without compensation.

(2) Provide their own office supplies (e.g., paper, pens, envelopes).

(3) Be solely and fully liable for loss of Friends inventory, property, and income in case of fire, natural disasters, or theft. The Government does not insure Friends belongings on Service property.

(4) Allow Friends publications, all collateral pieces, and outreach and interpretive displays, distributed or displayed on Service property, to be reviewed by the Service for editorial and design quality. Materials dedicated to lobbying, influencing Congress or any official of the government, or games of chance must not be displayed on Service property and must not show any express or implied involvement or endorsement of the Service.

(5) Abide by all Service regulations including, but not limited to, those pertaining to areas closed to the public and public use activities.

(6) Maintain Friends-occupied facilities in a clean, orderly, professional, and safe condition and in accordance with applicable Service, State, and local fire and safety regulations.

(7) Coordinate with appropriate Service staff when bringing on new Friends personnel who will be involved in direct contact with the public. Friends will supervise their own members and employees, but work with the Service Liaison or Visitor Services staff to orient any new personnel on the Service's mission, goals, and objectives, as well as visitor service standards of operation and conduct.

(8) Give prudent consideration to the appropriateness, quality, accuracy, and educational value of sales items in order to maintain the Service's responsibility to the visiting public for Government integrity and reliability. The Project Leader may reject or request removal of items if he/she determines they are inappropriate, inaccurate, or of poor educational value.

(9) Not sell any items prohibited under Federal or State laws, such as original artifacts, endangered species products, Indian crafts, etc.

(10) Not use the Service logo or program sublogos on any items for sale to the public or as part of their organization's logo or as part of their headers on their Web sites, newsletters, or membership brochures.

(11) Schedule and provide their own paid staff and/or Friends volunteers to carry out the operation of their nature store.

## **V. LIABILITY AND INDEMNIFICATION**

As stated in the signed Friends Partnership Agreement.

## **VI. INSURANCE**

A. The Government does not insure Friends property/equipment and nature store inventory on Service property. The Service strongly recommends and may require that Friends purchase the appropriate amount of insurance to protect against loss of inventory and other property in case of fire, weather, or theft.

B. The Friends currently hold the following insurance policies related to the use of Service property:

**[INSERT List type of insurance policies held specific to this supplemental agreement and briefly describe coverages.]**

## **VII. ASSIGNMENT**

As stated in the signed Friends Partnership Agreement.

## **VIII. AGREEMENT OFFICERS**

Officer for the U.S. Fish & Wildlife Service [INSERT SITE/PROGRAM NAME]:

**[INSERT OFFICIAL REPRESENTATIVE]**

Henry Habitat, Project Leader  
Service Site/Program  
000 Hudson Street  
Hudson River, NY 00000  
Phone: 000-000-0000  
Fax: 000-000-0000  
Email: Henry\_Habitat@fws.gov

Officer for the Friends of Name [INSERT NAME]:

**[INSERT OFFICIAL REPRESENTATIVE]**

Sandra Species, President  
Friends of Name  
000 Hudson Boulevard  
Hudson River, NY 00000  
Phone: 000-000-0000  
Fax: 000-000-0000  
Email: SandraSpecies@gogreen.net

The parties below have caused this supplemental agreement to be executed by their respective duly authorized representatives.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director **[or insert designee]**  
U.S. Fish and Wildlife Service

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Leader/Refuge Manager  
**[INSERT Service Site/Program]**  
U.S. Fish and Wildlife Service

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
President/Executive Director  
**[INSERT Friends of Name]**

**ATTACHMENTS**

Check if included at the time of execution of this supplemental agreement.

Attachment A2 – Friends Organization Insurance Policies (related to use of Service property) []