

**PARTNERSHIP AGREEMENT
THE COALITION TO PROTECT AMERICA’S NATIONAL PARKS
AND
THE PARK INSTITUTE OF AMERICA**

I. PURPOSE

The Coalition to Protect America’s National Parks (CPANP) and the Park Institute of America (PIA) (collectively the “Partners”) mutually seek to establish a formal Agreement for the purpose of enhancing each organization’s individual ability to fulfill their respective missions. While the CPANP and the PIA have unique and distinctive missions, they collectively share the common goals of protecting national parks, building support for, and educating the public about them. This Agreement sets forth the structure and conditions of a formal cooperative relationship between these Partners.

Both the CPANP and the PIA are each 501(c)(3) nonprofit charitable organizations.

II. BACKGROUND

Coalition to Protect America’s National Parks.

The CPANP was founded in 2003 with a mission to study, educate, speak and act for the preservation and protection of the National Park System, and the mission-related programs of the National Park Service (NPS). As the NPS goes forward into its second century, the CPANP actively and creatively seeks to contribute to strengthening the long-term foundation of the Service and the National Park System.

With over 1,700 members consisting exclusively of current, former and retired employees and volunteers of the NPS, the CPANP is an active and respectful partner with the NPS and other like-minded organizations. The organization’s membership represents the wide variety of positions and job levels normally found throughout the NPS, and therefore it is considered to be a reliable, respected and effective “voice of experience” regarding issues involving the NPS.

CPANP routinely advocates for the defense and protection of the units of the National Park System, which often requires highlighting the natural, cultural, social and economic benefits of the System for the country. Moreover, CPANP encourages broad public understanding and appreciation of the origins, purposes, policies and ideals of the National Park System by engaging in activities that will contribute to – or educate others about – the role the System plays in encouraging a healthy planet.

Finally, the CPANP routinely develops alliances and engages in collaboration in support of the National Park System.

Park Institute of America.

The PIA was established in 2016 in partnership with the Duke University, Nicholas School of the Environment in Durham, North Carolina. The PIA’s mission is to champion parks and protected areas by increasing understanding through education, enhancing the exchange of ideas, and building momentum through partnerships.

To accomplish this mission, the PIA will communicate the value of parks and protected areas across generations, provide transformational training for national and international park practitioners, facilitate a collective and comprehensive strategy to expand support through wide-ranging partnerships, and share new technologies and ideas to promote innovative practices for conservation, visitor use and sustainable access.

III. AUTHORITY

The authority under which both the CPANP and the PIA enter into this Agreement as nonprofit tax-exempt 501(c) (3) corporations is their individual corporate charters and bylaws, as incorporated by the State of Arizona and the State of North Carolina respectively.

IV. SCOPE OF AGREEMENT

The scope of this Agreement is to outline the commitments, obligations and operational requirements for both the CPANP and the PIA in three focus areas. These areas are communications, operations and joint fundraising. Consequently, this Agreement shall acknowledge the key roles, responsibilities and actions to be undertaken by each organization.

Fundamentally, both the CPANP and the PIA share the common goals of protecting national parks, building support, and educating the public about them. Within this context, the CPANP and the PIA agree to:

Communications / Operations.

- Provide opportunities for the development of joint operations and communication strategies and practices (consisting of but not limited to), including:
 - Using new and/or innovative technologies, systems and methods,
 - Utilizing each organization's communication platforms to highlight each Partner's respective accomplishments and actions.
- Provide opportunities for CPANP members to implement, teach and engage in training, as well as provide expertise on issues of mutual interest.
- Provide opportunities for current, former and retired NPS employees to participate in programs and projects necessary to enhance, expand, and strengthen mutual goals and actions.

Joint Fundraising.

- Fundraising Strategy: When mutually beneficial, and for specific campaigns and projects, the Partners may collaborate to jointly fundraise. Joint fundraising initiatives shall require:
 - Approval by the Coalition and the PIA.
 - Preparation of a brief fundraising agreement which briefly describes the strategy, roles, responsibilities and actions to be implemented by each organization.
 - Development of a list of prospective donors.

- **Donor Management:** Each Partner shall work to identify potential foundations, corporations, government sources and other major donor prospects. Both organizations shall share information about identified prospects and shall collaborate to prepare a list of prospective donors and to determine the most beneficial approach to making a coordinated “ask.” The Partners shall notify the other of the donor(s) it plans to contact and the results of any donor contact.
- **Fundraising Oriented Collaboration:** The Partners shall cooperate with each other in all aspects of implementing the Fundraising Workplan. Such cooperation shall include, for example,
 - Joint development or modification of fundraising strategy,
 - Joint development of brochures or other informational material,
 - Timing of the quiet and public phases of the fundraising initiative in the case of a joint capital campaign,
 - Coordination of schedules to allow for joint meetings with donors.
- **Fundraising Confidentiality:** The Partners agree not to share donor prospect names, information, campaign strategies, solicitation materials or collateral materials with anyone other than the employees, attorneys, officers and directors of the Partners.

Payment / Cost

- Ideally, each organization shall cover their individual operational costs, including reimbursement of actual costs should either organization require services of the other.
- Occasionally each Partner may use their respective sources of funding to achieve these actions to the extent funding is available and agreed to by both parties

V. TERM, AMENDMENT AND CANCELLATION

Term. This Agreement will remain in effect unless cancelled.

Amendment. The Partners acknowledge that this Agreement is an expression of their intent to work collaboratively and is entered into for the sole purpose of stating the Partners’ mutual understandings. It can be amended at any time upon request of either Partner. Amendments to the agreement require approval by both organizations’ boards.

Cancellation. Either Partner may terminate this Agreement by giving sixty (60) days’ written notice. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing.

This Agreement is neither a binding agreement nor an offer to execute a binding agreement by either Partner regarding any part of its subject matter, and any response by either Partner indicating a willingness to pursue the actions contemplated herein does not constitute an acceptance of an offer.

As such, this Agreement does not constitute a binding obligation of the Partners, and no Partner shall be under any obligation to the other Partner regardless of any negotiations, agreements, or undertakings between, or actions taken by, the Partners, concerning the matters described herein.

Notwithstanding the foregoing, the Partners agreement related to confidentiality and communications to the public shall be operative and binding agreements of the Partners, subject to all applicable remedies at law and in equity.

VI. APPROVAL

This Agreement represents the entirety of the agreement between the Partners and is effective upon signing by both parties. There are no guarantees made as to the amount of money that can be raised.

This agreement has been reviewed and approved by the Boards of CPANP and the PIA and will remain in effect until terminated in accordance with the provisions above.

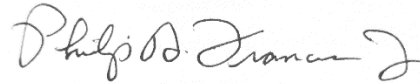
PARK INSTITUTE OF AMERICA



Maureen Finnerty
Chair, Board of Directors
Park Institute of America

Date: 7//24/19

COALITION TO PROTECT AMERICA'S NATIONAL PARKS



Phil Francis
Chair, Executive Council
Coalition to Protect America's
National Parks

Date: 7/24/19