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COOPERATIVE AGREEMENT

BETWEEN

THE FOLKLORE SOCIETY OF GREATER WASHINGTON

AND

THE UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

This Cooperative Agreement entered into as of _____ day of _____, 19__ by and between the National Park Service, acting in this behalf by the Superintendent, George Washington Memorial Parkway thereof, hereinafter, together with his successor or successors in office and his and their duly authorized representatives, referred to as the "Director," and The Folklore Society of Greater Washington, hereinafter referred to as the "Cooperator."

WITNESSETH:

WHEREAS, the National Park Service is charged with the responsibility for administering the National Park System of the United States (hereinafter referred to as the "System") which contains outstanding areas reflecting the cultural and historical heritage of the Nation; and

WHEREAS, it is the purpose of the National Park Service to preserve and manage these areas for the benefit and inspiration of all the people of the United States; and

WHEREAS, Glen Echo Park, Maryland, is a part of the System, with the administrative jurisdiction of the National Capital Parks, whose programs have been organized to express and facilitate a spirit of communication, cooperation and

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effort which emphasizes participation by the visitor in cultural, creative, and educational activities; and

WHEREAS, the National Park Service is authorized and wishes to expand a program of living exhibits and demonstrations and educational activities in Glen Echo Park and to interpret its Chautauqua history, natural setting, and environmental responsibilities and to provide for the sale of products and services produced in the conduct of such living exhibits, educational activities, demonstrations, and park programs; and

Article 7,

WHEREAS, the Cooperator can further objectives for which it was formed by cooperating with the Director;

NOW, THEREFORE, pursuant to the authority contained in the Act of August 25, 1916 (39 Stat. 535), and laws supplemental thereunto and amendatory thereor (16 U.S.C. 1 et seq), and the Act of August 18, 1970 (84 Stat. 825), the said parties, in consideration of the mutual promises herein expressed, by these presents do hereby agree as follows:

1. SERVICES AND PROGRAM PRESENTATION

The cooperator agrees to provide during the term of this agreement the following services to the System:

- a. to assist in the operation, maintenance and supervision of the lands and facilities in Glen Echo Park, Maryland, designated by and in cooperation with the Director.
- b. to provide at said location a program of traditional arts, including but not limited to, the annual Washington folk festival.
- c. to provide a single _____ person to serve as the primary contact for the exercise of this agreement.
- d. to participate in the cooperative spirit of the Glen Echo Park program. It is understood that this participation shall include, but not limited to, the submission of all program proposals and modifications to proposals to the Director or his authorized representative for review and approval. A detailed proposal for programs to be presented during the term of this Agreement is attached and made a part thereof. (Attachment A)

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2. IMPLEMENTATION AND AMENDMENT OF THIS AGREEMENT

Implementation of this agreement includes use of areas and facilities in the park in which programs will be presented, and the programs to be presented shall be limited to those approved by the Director or his authorized representative. Nothing herein contained shall prohibit the parties from amending, altering, or revising, at any time, the program schedule or an individual program by written mutual consent between the Director or his authorized representative and the designate representative of the Society.

3. PUBLIC RELATIONS

The Cooperator agrees that in all business relations with the public, its officers and employees will observe a strict and constant impartiality as to rates, services, and in all other aspects, and will in all circumstances exercise courtesy and consideration in their relations with the public.

It is agreed that publicity and public information activity regarding programs under this agreement may be conducted by the Cooperator subject to the approval of the Director or his designated representative. A detailed outline of public information procedures is attached and made a part hereof.

(Attachment B)

4. SALES

A It is agreed that, in the performance of the programs under this Agreement, the Cooperator may insofar as may be compatible with existing concession contracts, as determined by the Director, make tuition charges for courses of instruction or other educational services and admission charges for certain of its undertakings. All tuition charges, admission charges, and sales prices shall be at fair market value, as approved by the Director or official

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designate. It is agreed that sales of such services shall be permitted only when they are of an instructional or educational nature provided in connection with programs under this Agreement (as outlined in Attachment 5).

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compatible with existing concession contracts, as determined by the Director, make tuition charges for courses of instruction or other educational services and admission charges for certain of its undertakings. All tuition charges, admission charges, and sales prices shall be at fair market value, as approved by the Director. ^{or official designete} It is agreed that sales of such services shall be permitted only when they are of an instructional or educational nature provided in connection with programs under this Agreement (as outlined in Attachment A).

b. Artwork and Supplies

It is further agreed that in the performance of the obligations under this agreement, the Cooperator may insofar as may be compatible with existing concession contracts, as determined by the Director, offer for sale to the public articles produced in connection with its programs under this Agreement, provided that all such sales will be governed by the "Statement of Arts Sales," issued by the Director, a copy of which is attached and made a part hereof (Attachment C). It is agreed that sales of equipment and supplies shall be permitted to program participants who desire to purchase small quantities of supplies, tools, or materials which are to be utilized or have been produced in connection with programs offered under this Agreement. It is agreed that all sales prices shall be at

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fair market value, as approved by the Director or official designate.

It is intended

that sales of articles under this section, while permitted, is intended as a minor part of the activities authorized by this Agreement. The primary intent is to provide instruction and educational services to the public. Volume of article sales indicating that the Cooperator is devoting an unreasonable amount of time to article production and sale to the detriment of its instructional and educational program will be considered in determining the satisfactory performance of the Cooperator under this Agreement.

c. Registraton and Registration Fees

1. It is agreed that the National Park Service will provide and operate a central registration facility for programs offered under this Agreement.

2. It is agreed that a registration fee established by the Director will be collected for courses of instruction offered under this Agreement. This fee shall accrue to the National Park Service and will be credited to the operating costs of the Glen Echo Park programs.

d. Commission

1. It is agreed that all articles to include any items, performances, productions, lectures, concerts, etc. offered for sale at Glen Echo Park, outside the Gallery,

by the Folklore Society of Greater ^{Washington} / and in connection with its approved programs shall be subject to a commission of three percent (3%) of the sale price. Sales off-site of all articles produced in the Park to include the examples mentioned above are subject to a commission of five percent (5%) of the sale price, for the benefit of the National Park Service.

2. It is agreed that all funds accruing to the National Park Service from such commissions will be credited to the operating costs of the Glen Echo Park programs. It is agreed that the National Park Service shall collect no commissions on articles sold to the National Park Service or sold or placed on consignment with Parks and History Association for resale in one of their outlets.

5. ACCOUNTING RECORDS AND REPORTS

The Cooperator agrees to fill in and submit the "Cooperator's Accounting Records" form within ten (10) days after the termination of this Agreement.

6. TECHNICAL ASSISTANCE

The Director agrees, at the request of the Cooperator, to

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7. UTILITIES AND OTHER SERVICES

It is agreed that, in each area of the system in which an approved presentation by the Cooperator is to be given, in furtherance of the objectives under this agreement which are part of the attached program, the Director may supply the Cooperator, subject to the availability of appropriations; equipment, personnel, and the services necessary for such presentations herein provided for, at no cost to the Cooperator with the possible exception of utilities.

8. MAINTENANCE OF FACILITIES

The Cooperator shall exercise reasonable care to prevent defacement of, or damage to, any part of the Government property used by it during its presentations and shall, insofar as possible, protect all such Government property. No building or other structure shall be constructed, erected, altered, improved, removed, painted, or in any way changed without the consent of the Director or official designate. Upon termination of this Agreement, the Cooperator agrees to remove personal property within ten (10) days of such termination from any premises or facility of the System used by such party hereunder.

9. HEALTH, SANITATION, AND SAFETY

The Cooperator shall see that the operation is conducted in accordance with all applicable Federal, State and local laws and regulations relating to health, sanitation, and safety. All accidents involving personal injury shall

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be reported as soon as possible by the Cooperator, or any employee present at the time, to the Director or his authorized representative. Serious accidents shall be reported immediately.

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All vehicles owned or operated by the Cooperator, or employees, students, patrons, or guests, thereof, must be left at the designated parking areas except when loading or unloading. The Cooperator shall notify all such employees, students, patrons, or guests of current vehicular and parking regulations. During times of heavy visitor use, additional restrictions may be imposed.

10. USE OF AREAS OF THE SYSTEM

This Agreement is entered into by the Cooperator with the knowledge that the historic, natural, and recreational qualities of the System are to be preserved. The premises shall not be used, or any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement, and the Cooperator will faithfully observe and obey, and require its employees and all persons under its control and supervision to observe and obey each and every provision of this Agreement or in any Act of Congress or any rule, order, or regulation concerning the use, care, management, or government of any area of the System or anything in said area. The exercise by the Cooperator of the privileges provided for in Agreement shall be subject to the laws governing the System and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or

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under this Agreement.

12. NON-DISCRIMINATION

The provisions of Attachments E and F apply.

13. TERMINATION OF AGREEMENT

It is expressly understood by the parties hereto that the Cooperator is obligated to render personal services in the development and operation of programs for the traditional arts for the Public through the use of park facilities designated herein, a specific description of said programs appearing in Attachment A to this Agreement.

In case of the failure on the part of the Cooperator to observe any of the conditions of this Agreement required to be performed on its part to the satisfaction of the Director or his authorized representative, or where the quality of the facilities or services provided by such party hereunder does not satisfy the Director or his authorized representative in light of the objectives or conditions stated in this Agreement, then the Director or his duly authorized representative may, in his discretion, terminate this Agreement without any legal process whatsoever by giving ten (10) days written notice of termination to such party, effective at the end of the ten (10)

day period at the end of the present term schedule activities.

The Cooperator may, in his discretion, terminate this agreement without any legal process whatsoever by giving ten (10) days written notice to the Director or his duly authorized representative, effective at the end of the ten (10) day period providing he/she has fulfilled the obligation to complete activities for which participants have paid and begun.

14. TERM OF AGREEMENT

This Agreement shall be in force and effect from the date of execution to September 30, 1985, unless sooner terminated by the Director or by mutual written consent of the parties, with no preferential right to renewal.

15. ASSIGNMENT

No transfer or assignment of this Agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by the Director or his authorized representative in writing.

16. APPROPRIATIONS

Nothing herein contained shall be construed as binding the Director to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for the fiscal year, or to involve the Director in any contract or other obligation for the further expenditure of money in excess of such appropriations allocation.

17. MISCELLANEOUS

No members or delegates to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

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ATTACHMENT A. SPECIFIC PROGRAM AND ACTIVITIES GOVERNED BY THIS AGREEMENT

Activities under this agreement shall include, but not be limited, to the following.

I. The planning, coordination and management of the Washington Folk Festival to be held at Glen Echo on the first week in June. This Festival will feature traditional arts, crafts, music, dance and folklore found in the Washington metropolitan area.

Under this agreement, it will be the responsibility of the Cooperator to provide:

- a. Bookings of, and arrangements for all performers and craftspersons;
- b. Publicity consistent with general provisions of this agreement;
- c. Support for parking arrangements;
- d. Visual aids;
- e. Hospitality for participants;
- f. Volunteer recruitment and supervision; and,
- g. Equipment and its security.

The National Park Service will be responsible for:

- a. Logistical support for this event to include resources as available for planning, coordination and technical set-up;
- b. Maintenance and clean up of site;
- c. Vending agreements;
- d. Parking and traffic supervision;
- e. First aid; and,
- g. Overseeing of program elements to comply with Glen Echo goals and objectives.

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II. The planning, coordination and management of events, which may include concerts, workshops, classes and dances that further the teaching and enjoyment of the traditional arts. These activities may include both single events and planned series of events. For such events, the Cooperator will be responsible for:

- a. Presenting to the Director or his representative specific proposals of events for his approval and integration into overall park schedule;
- b. Bookings of, and arrangements for all performers and craftspersons;
- c. Publicity consistent with general provisions of this agreement;
- d. Volunteer recruitment and supervision; and,
- e. Equipment and its security.

The National Park Service will be responsible for:

- a. Providing, within the extent of available resources and scheduling flexibility, facilities and logistical support for such event; and,
- b. Participation in the planning and coordination of such events.

III. Establishment of a folk archive addressing traditional art, music, dance, crafts and folklore of the Washington area.

Under this Agreement, it would be the responsibility of the Cooperator to provide;

- a. The design, organization and operation of the archives;
- b. Recruitment and direction of volunteer staff; and,
- c. Public access to the archives on an appointment basis following completion of the initial setup and cataloging of materials.

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The National Park Service will be responsible for:

- a. Providing within the extent of available resources adequate facilities and logistical support for the housing of the archives.

ATTACHMENT B

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PUBLIC INFORMATION AGREEMENT

1. The National Park Service, subject to the availability of appropriations, will provide public information on the Cooperator's approved programs, including:

- a. The periodic publication and mailing of a general brochure on all park programs; and
- b. The issuance of press releases and public service announcements on the Cooperator's approved programs and events; and
- c. The publication and mailing of flyers related to specific programs offered by the Cooperator under this Agreement.

No public information or program publicity shall be released at the expense of the National Park Service unless it is reviewed, approved, and released by the Director or his authorized representative.

2. The National Park Service will maintain a file on Cooperator's programs and ~~instructors~~ for purposes of developing interest in feature articles and responding to press inquiries on resident programs and instructors. To facilitate this, the Cooperator shall provide the Program Director with

the following when requested:

- a. News clips: Clippings of media articles (these can be duplicated in the office);
- b. Information about TV/Radio appearances: Memo should be sent to the Program Director so he/she can contact the stations for transcriptions.
- c. Photos or slides:
 - 1. Head shots
 - 2. Object shots
 - 3. Artist creating objects

These should be professional quality. Photos should be black-and-white glossies, 3 x 5, or 8 x 10 inches. Slides should be clear and and be able to be reproduced.

- d. Helpful information on classes, such as prominent people, educators, students from other art centers taking classes; commissions received, shows elsewhere, etc.
- e. Contributions of news clippings for the Glen Echo Park Publicity bulletin board.

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3. The Cooperator may, at his own expense, publicize programs under this Agreement under the following conditions:

- a. That only Park programs approved under this Agreement be publicized; and,
- b. That included in such publicity be the statement "In Cooperation with the National Park Service;" and;
- c. That a copy of all such publicity be provided upon request to the Program Director or his representative prior to its placement or release.

ATTACHMENT E

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U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION

ASSURANCE STATEMENT OF NON-DISCRIMINATION

In part consideration for the approval of this program, and for such financial assistance as may be furnished by the United States concerning it, the Cooperator hereby promises and agrees that it will not, with respect to any service, financial aid, or other benefit provided under the conduct of this program directly or through contractual or other arrangement:

1. Deny to any person any such service, aid or benefit.
2. Provide any such service, aid or benefit to any individual which is any different, or in a different manner, than is provided other persons.
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of such service, aid or benefit.
4. Restrict any individual in any way in the enjoyment of any advantage or privilege enjoyed by others with respect to the receipt of such service, aid or benefit.
5. Treat an individual differently from others in determining whether he satisfies any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to provide such service, aid or benefit.
6. Deny an individual an opportunity to participate in the program through the provision of services or otherwise or afford him an opportunity to do so which is different from that afforded others including the opportunity to participate as an employee but only to the extent set forth in 43 C.F.R. 17.3(c).
7. Utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program.
8. Do any other act in violation of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) or the regulations issued pursuant thereto in 43 C.F.R. 17, as modified or amended.

In the event this application is for Federal Assistance to an institution of higher education, the Cooperator promises, understands and agrees that these assurances extend to admission practices and to all other practices relating to the treatment of students; and if it is for such assistance to any institution, including an institution of higher education, such assurances extend in addition to the opportunity of the students or clients of such institution to participate in the provision of services or other benefits to such individuals and shall be applicable to the whole institution unless the Federal officer administering such Federal assistance has indicated in

writing his satisfaction that the institution's practices in designated parts or programs thereof will in no way affect such program's beneficiaries or participants or its practices in the program for which Federal assistance is hereby sought.

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In the event that the program for which this Federal aid is sought is a continuing one, then these assurances shall be in full force and effect, for the entire period during which Federal financial aid is extended in reliance thereon or pursuant to the application for such financial assistance, whichever is longer; and in the case where the assistance takes the form of personal property, then these assurances shall obligate the Cooperator for the entire period during which possession of such personal property is retained by the said Cooperator.

In further consideration, as aforesaid, the Cooperator acknowledges and agrees that the United States shall retain all rights, without waiver or diminution, to seek and enforce compliance by the Cooperator with these assurances and with the terms of Title VI of the Civil Rights Act of 1964.

ATTACHMENT F

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U.S. DEPARTMENT OF INTERIOR

ASSURANCE OF COMPLIANCE

(Title VI, Civil Rights Act of 1964)

(hereinafter called "Applicant-Recipient") HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 C.F.R. 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and Hereby Give Assurance That It Will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the National Park Service, This assurance obligates any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar serves or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal assistance which will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on

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the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient

Date _____

Applicant-Recipient _____

By _____
(President, Chairman of Board or
Comparable Authorized Official)