

**GENERAL AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
NATIONAL CAPITAL PARKS - EAST
AND
THE ASSOCIATION FOR THE STUDY OF AFRICAN AMERICAN LIFE AND HISTORY**

This General Agreement (Agreement) is entered into between the Association for the Study of African American Life and History (ASALH) (the Partner) and the U.S. Department of the Interior, National Park Service (NPS), National Capital Parks – East (NACE) (the Park).

ARTICLE I – Background and Objectives:

The purpose of this Agreement is to establish the standards, terms, and conditions under which the Park and the Partner will occupy and utilize space at the Carter G. Woodson National Historic Site (a unit within the Park) and work together to develop and deliver interpretive exhibits and educational programs for the public.

The Carter G. Woodson Home, located at 1538 Ninth Street, NW, Washington, D.C., is the former home, office, and workplace of Carter Godwin Woodson, also known as the “Father of Black History”. Dr. Woodson purchased the circa 1870’s building in 1922 to serve as his residence and the base for his lifelong commitment to the professionalization and promotion of black history. He lived and worked there until his death in 1950. The home served as the headquarters of the Association for the Study of Negro Life and History (now the Association for the Study of African American Life and History or ASALH), co-founded by Woodson in 1915.

Woodson left the majority of his estate, including his home, to ASALH. The home served as ASALH’s headquarters until 1971 and was designated a National Historic Landmark in 1976. It was established by Congress as [public law 108–192](#) on December 19, 2003 as the Carter G. Woodson Home National Historic Site. In 2005, the National Park Service purchased the home from ASALH as well as the two adjacent properties.

Once the home was successfully transferred to the NPS, ASALH entered into an agreement with NPS to guide the interpretation of the home and develop exhibits that would tell the story of Woodson’s life and legacy. In addition to assisting the NPS in identifying key interpretive themes of the site, ASALH has acquired many objects that were original to the home. Each object is a crucial touchstone to the past and a number are earmarked for permanent display at the site.

ASALH has helped the National Park Service to identify crucial stories and key figures in Woodson’s life to better illustrate how integral the home and ASALH’s operation were in institutionalizing Black history. Bringing ASALH back into its original home-office enables the site to become a “living” museum. In addition to highlighting the history that took place there during Dr. Woodson’s lifetime, ASALH will again have a presence in the Home and will carry out at least one of the important functions of ASALH operations.. With ASALH’s presence, the site embodies its primary purpose and mission of advancing the field of black history globally.

This General Agreement will replace the existing agreement between NPS and ASALH, that was last executed on March 15, 2005.

ARTICLE II – Legal Authority:

NPS enters into this Agreement pursuant to:

54 U.S.C. § 100101 – 100102. 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 § 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 §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.

[Public Law 108-192](#), the enabling legislation for the “Carter G. Woodson Home National Historic Site Act”

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.

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

1. Provide oversight of activities performed under this Agreement, including reviewing and approving annual work plans, performance reports, and special requests from the Partner.

2. Authorize the Partner to use Government-owned real and/or other property in furtherance of this Agreement in accordance with the Property Use Agreement (PUA), included as Attachment A.
3. Designate the superintendent of National Capital Parks –East as the official liaison between the Park and the Partner.
4. Authorize NPS employees to develop and carry out with the Partner, visitor interpretive and educational programs and experiences at the Carter G. Woodson Home National Historic Site. Programs may include, but are not limited to visitor lectures, tours, interpretive displays and exhibits.
5. 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.
6. Work with the Partner to identify training and professional development needs and objectives in accordance with NPS Director’s Order 6 Interpretation and Education (DO 6) and Director’s Order 7 Volunteers in Parks (DO 7) 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.
7. 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.
8. Provide the 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 DO6 and DO 7, if applicable.
9. 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.
10. Consider applications from the Partner for Special Use Permits to authorize activities that are appropriate under NPS policy.
11. At its discretion, display recipient publications and informational pamphlets for recipient-sponsored programs and activities at the Woodson National Historic Home site.

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

1. Provide NPS-approved interpretation and education services and programs that are place-based, learner-centered, and widely accessible. Programs shall be based on sound

scholarship, accurate content, current methodology 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). . This will specifically include the review or assistance of the following:

- a. Historic home tour scripts
 - b. Educational programs (Lesson plans and on-site activities)
 - c. Review of exhibitions
 - d. Recruiting and training volunteers and interns
 - e. Events (programs, commemorations etc.)
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2. 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.
 3. 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.
 4. 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.
 5. Work with National Park Service to identify accessibility needs, and incorporate NPS accessibility standards and guidelines into collaborative planning processes. Ensure compliance with all appropriate accessibility guidelines and statutes.
 6. 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.
 7. Comply with all applicable National Park Service policies and regulations.
 8. Obtain a special use permit (SUP) or other appropriate approvals prior to undertaking activities in a park unit.
 9. Provide a calendar of activities that will take place in the Woodson Home National Historic Site.

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

1. Establish and maintain a collaborative relationship to accomplish mutually identified goals and foster close cooperation on agreement implementation.
2. Make a good faith effort to achieve the following specified goals and objectives during the term of this Agreement:
 - a. Encourage volunteerism at the Carter G. Woodson Home National Historic Site
 - b. Assist NPS in developing and delivering exceptional interpretation and education programs and experiences at the Carter G. Woodson Home National Historic Site including:
 - i. Historic home tours
 - ii. Educational programs
 - iii. Interpretive exhibitions
 - iv. Recruiting and training volunteers and interns
 - v. Events (programs, commemorations etc.)
 - c. Guarantee a public use of the Carter G. Woodson Home National Historic Site for interpretive and educational experiences for the public beyond what NPS can currently provide.
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.
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 necessary to meet the mutual objectives of the parties. Such agreements may include without limitation Philanthropic Partnership Agreements and Cooperative Agreements.

ARTICLE IV – Term of Agreement:

Unless earlier terminated by operation of the terms of this General Agreement, or by agreement of the parties in writing, this General Agreement will run from the date of the final signature until December 15, 2028 (5 Years) unless otherwise terminated earlier according to ARTICLE V – Termination and Expiration.

ARTICLE V – Termination and Modification:

A. This Agreement may be modified only by a written instrument signed and executed by the parties' authorized representatives.

B. Either party may terminate this Agreement for any reason by providing the other party with sixty (60) days written notice setting forth the reasons for proposing termination. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. Neither party will be liable to the other for any costs or claims in the event of termination.

C. If the termination is requested as the result of a material breach of the Agreement, the non-breaching Party may 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 terminate pursuant to the provisions in Article V(B) above.

ARTICLE VI - Key Officials:

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Tara D. Morrison
Superintendent
National Park Service
National Capital Parks - East
1900 Anacostia Drive SE
Washington, DC 20020
202-692-6000
tara_morrison@nps.gov

2. For the Partner:

Evelyn Higginbotham
President
The Association of African American Life and History
301 Rhode Island Avenue, NW
Suite 2204
Washington, DC 20001
ehigginbotham@asalh.org

- B. Designees.** Designate an officer(s) or member(s) of the Association to serve as the liaison between the Service and the Association with respect to activities and matters dealing with occupancy in the Woodson Home National Historic site. Executive Director as liaison for all administrative actions; programming would involve the Woodson Home Committee chair and co-chair as liaison.
- C. Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement

ARTICLE VII – Liability and Insurance:

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. **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 VIII – Accounting and Reports:

- A. The non-Federal entity 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 non-Federal entity 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 non-Federal entity’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. The non-Federal entity agrees to take appropriate corrective action based on these audit findings.
- C. Annual Work Plan. Prior to December 31st of each year, NPS and the non-Federal entity 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 non-Federal entity in carrying out these projects; (3) describes the proposed services non-Federal entity 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 GA. The parties may modify the Annual Work Plan, as appropriate, during the course of the GA term by mutually executed amendments.

ARTICLE IX – Property Utilization:

- a. **Intellectual Property:** As used herein, “Intellectual Property” means, with respect to any party, all rights protecting tangible or intangible contributions, products, inventions (whether or not patentable, whether or not patented, and whether or not reduced to practice), marks (whether or not registerable, whether or not registered, and whether or not used in commerce), works of authorship (whether or not copyrightable), or other creations of the human mind; this includes copyrights, Marks, patents or patent applications, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof, trade secrets, confidential business information, technical data, computer software, rights of publicity or privacy, and similar protections. “Marks” means, with respect to any party, all trademarks, service marks, trade dress, corporate and brand identifications, and indicia, including without limitation word marks, logos and other picture marks, names, phrases, symbols, composite marks, institutional images, look and feel, images of such party’s employees, taglines, web content, domain names, and other identifiers, used by such party to distinguish its goods or services, whether registered or not and whether in use or not.
1. **Existing Intellectual Property:** Neither NPS nor the Partner shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party’s sole discretion. All uses by one party of the other party’s Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
 2. **New Intellectual Property:** In the absence of an annual work plan in which the ownership, rights, title, and interest have been agreed to and approved by both parties, the Partner shall own all rights, title, and interest in any content and materials, and any associated Intellectual Property, produced jointly with NPS or produced by the Partner when solely in furtherance of this Agreement, subject to a perpetual, non-revocable, royalty-free, non-exclusive, sublicensable, worldwide license to NPS to use, reproduce, distribute, transmit, and publicly display the content and materials for purposes consistent with the NPS mission or its statutory authorities. The Association represents and warrants that any content and materials that it develops or acquires will not infringe upon or misappropriate the rights of the U.S. government or any third party. Content and materials produced jointly with NPS include works for joint annual programs (e.g., promotional products, collateral, programs, flyers, booklets photos, or

video recordings for the Woodson birthday celebration, Woodson grand opening celebration, Black History Month Program) and interpretive materials such as tour scripts, educational programs, and volunteer trainings. Content and materials produced by the Partner in furtherance of this Agreement include works and projects of historical student scholars or video recordings of scholars used for interpretation or training by NPS. Independent academic works by or supported by the Partner are not subject to this paragraph, unless incorporated into content or materials that would otherwise be subject to this paragraph.

ARTICLE X – 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. Lobbying with Appropriated Money: The non-Federal entity will not undertake activities, including lobbying for proposed non-Federal entity or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any non-Federal entity or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the non-Federal entity's ability to interact with elected officials.
- E. Drug Free Workplace Act: The non-Federal entity 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.

- G. 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 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. 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.
- I. 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.
- J. Disclaimers of Government Endorsement: The non-Federal entity 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 that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. Public Release of Information: The non-Federal entity 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.
- L. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the non-Federal entity.
- M. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the non-Federal entity.
- N. 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.
- O. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- P. Agency: The non-Federal entity is not an agent or representative of the United States, the DOI, or the NPS, nor will the non-Federal entity represent itself as such to third parties.

- Q. 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.
- R. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XI – Attachments:

A. Property Use Agreement

ARTICLE XII – Signatures:

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

KIMBERLY HALL Digitally signed by KIMBERLY HALL
Date: 2021.12.30 10:49:20 -05'00' Date _____

Kym Hall
Area Director
National Capital Area

Evelyn Brooks Higginbotham Date Dec 30, 2021
Date _____

Dr. Evelyn Brooks Higginbotham
President
Association for the Study of African American Life and History (ASALH)