PARTNERSHIP AGREEMENT
Between the
NATIONAL PARK SERVICE
THEODORE ROOSEVELT NATIONAL PARK
And the
NORTH DAKOTA BADLANDS HORSE REGISTRY

This Partnership Agreement (Agreement) is entered into between the National Park Service (NPS), a bureau of the United States Department of the Interior (DOI), and the North Dakota Badlands Horse Registry (NDBH) for the purpose of collaborating on mutually agreed upon projects, programs, and activities benefitting Theodore Roosevelt National Park (TRNP).

The NPS recognizes the long and valuable tradition of philanthropy in the National Park Service. Partnerships have played a critical role in the success of this country’s national parks, and it is the policy of the NPS to support and strengthen its relationships with partners.

This document is intended to provide the legal and policy framework for the work done by TRNP and the NDBH (collectively, “the Parties”), and to encourage innovation and creativity to meet mutual goals.

I. Background.

Theodore Roosevelt National Park (TRNP) was set aside as three separate units (north, Elkhorn, and south) in western North Dakota and is dedicated to the preservation and public enjoyment of important historic, scenic, and natural resources. TRNP memorializes Theodore Roosevelt for his outstanding contributions to conservation and interprets late 19th century "open range" cattle ranching history closely associated with him. TRNP also preserves natural resources that had an important influence on the man and the actions he took to conserve natural resources as president. Another significant feature of TRNP is its flora and fauna with nearly 800 species of vascular plants and 252 species of vertebrate wildlife. A composite of natural and cultural resource concerns at THRO are the herds of feral horses that require complex management to keep resources in balance.

Roundup and population reduction of free-ranging feral horses is a necessary but controversial practice that attracts considerable public attention and concern regarding humane handling practices and the fate of individual animals. During the 2013 feral horse roundup at TRNP, NDBH organized a number of wild horse advocacy groups that worked collaboratively with TRNP to advertise the sale of horses through their network of public stakeholders and to identify potential buyers for culled animals. This effort
resulted in the successful sale of all 103 culled horses to willing recipients capable of providing long-term care of animals.

North Dakota Badlands Horse (NDBH), formed in 2009, is a federal 501 (c) (3) public charity that promotes, advocates for, and registers the feral horses from TRNP (Attachment A).

The success of collaborations between TRNP and NDBH during 2013 indicates that a partnership between NDBH and TRNP would benefit both organizations by mitigating animal welfare issues resulting from open-market sale of horses that could result in the slaughter of animals. The NPS recognizes that large numbers of animals removed simultaneously (such as the 103 horses removed during 2013) are difficult to place in long-term homes. Therefore, TRNP is working to evaluate low-stress herding and corral trapping techniques that will allow for annual culling of animals at lower numbers than historically possible and either eliminate or extend helicopter-assisted roundups well beyond the historic interval of four to five years.

In concert, annual removal and transfer of culled animals through NDBH would provide a mechanism that meets horse population management objectives defined in the TRNP Resource Management Plan and mitigates NPS and public concerns regarding the health and humane treatment of horses under NPS care.

The proposed partnership would be mutually beneficial to both parties by: 1) helping TRNP meet critical resource management objectives, 2) mitigating animal welfare concerns important to TRNP and NDBH, and 3) promoting public interest in wild horse preservation, which is a central tenet of NDBH.

It is the desire of the NDBH to enter into a direct Partnership Agreement with TRNP with the primary objective of placing culled animals in long-term homes. Secondary objectives of this partnership include, fundraising by NDBH to support horse management operations and volunteer participation by NDBH members as Volunteers in Parks in field work directed by NPS staff. Further, NDBH will work closely with the Friends of Theodore Roosevelt National Park and other national and local organizations in recognizing the value of the feral horses to TRNP, the local community, and the nation.

The Parties hereby agree as follows:

II. Legal Authority.

The NPS enters into this Agreement pursuant to the authority provided by: (1) the NPS Organic Act (16 U.S.C. §§ 1, 2, 3 and 4), which authorizes the NPS to undertake activities in furtherance of authorized objectives; (2) 16 U.S.C. § 6, which authorizes the NPS to accept donations for the purposes of the National Park and Monument system; and (3) 16 U.S.C. § 18g-j, which authorizes the NPS to accept volunteer services for the purposes of the National Park system.
The NDBH enters into this Agreement pursuant to a resolution of its Board of Directors dated 2015.

III. Responsibilities of the Parties.

Subject to the terms and conditions set forth in this Agreement:

A. Joint Responsibilities of TRNP and the NDBH.

TRNP and the NDBH shall:

1. Promote this relationship as a way of accomplishing mutual goals pursuant to this Agreement, and recognizing the partnership as a way of leveraging scarce resources so that, together, more is accomplished than either party could do on its own.

2. Increase partnering skills and management capacity and motivate and empower TRNP and the NDBH employees and board members to develop a supportive and collaborative culture for the benefit of TRNP resources and the public.

3. Increase productivity and collective competency by building on successes and expanding capacities for future achievement.

4. Commit energy, people and resources to goals of mutual interest, as identified in the Annual Work Plan, described in Article IV.

5. Respect the role that donors, volunteers, philanthropy, the NDBH and NPS staff contribute to the achievement of the National Park System.

6. Expedite decisions and agreements considered vital to the Parties’ mutual goals and to this Agreement. Resolve any issues that arise as expeditiously as possible.

7. Promote and utilize policies and best practices relating to philanthropy and donor appreciation in all activities related to this Agreement, such as those expressed within NPS Director’s Order #21 on Donations and Fundraising (DO#21), the DO#21 Reference Guide and the Donor Bill of Rights. DO#21 can be accessed at - http://www.nps.gov/policy/DOrders/DO21-reissue.pdf. The Donor’s Bill of Rights can be found at the following website - http://www.afpnet.org/Ethics/EnforcementDetail.cfm?ItemNumber=3359.

8. Submit all materials that are intended for public distribution, refer to the partnership or each other, and refer to this Agreement or associated
agreements, to one another for advance review and approval. The Parties agree that they may develop standard language that does not require approval beyond the initial approval. This review is to ensure that information in all materials for public distribution is accurate, does not commit either party to an inappropriate action or funding, does not lead to false expectations for prospective donors or misrepresent NPS policy or NDBH Bylaws.

Donation solicitation materials must receive advance review and approval by both Parties. Other materials that should receive this review include website information, press releases and brochures for both Parties. Internal communications within TRNP or the NDBH are not subject to this review.

The Parties may develop standard language that does not require approval beyond the initial approval. Where standard language has not been developed, the Parties will use best efforts to review, approve, or deny such materials within ten (10) business days of receipt. Each party agrees that failures on its part to meet the ten (10) day target will serve as an automatic approval by it of that proposed language.

9. Agree that TRNP Superintendent, or his/her designee, shall be a non-voting liaison to the Board of the NDBH.

10. Jointly review proposed donations of funds and in-kind goods and services that are intended to be provided to TRNP to ensure that they meet NPS needs, requirements and specifications. These reviews should include the standards identified in DO#21 Sections 6.1.1 and 6.1.2b. Work collaboratively to implement and follow TRNP’s Donation Review Process (Attachment B).

All donations should receive appropriate review, but all donations of $25,000 or greater should receive a more formal review and should be documented. Review should include standards identified in Director’s Order 21 sections 6.1.1 and 6.1.2b. Entities that have contracts with the NPS or DOI can be found here: https://www.fpds.gov/fpdsng_cms/index.php. This website includes a search engine that allows one to search by corporation and the NPS to determine if there are contracts between the two. Entities that have been debarred can be found here: http://www.epls.gov/.

11. Work collaboratively to follow a jointly-developed TRNP/NDBH Donor Recognition Plan or the NDBH’s Donor Recognition Plan developed in alignment with TRNP’s Donor Recognition Plan.

12. Collaborate on any required approvals or permits between TRNP and the NDBH before undertaking in-park activities associated with this Agreement.
B. The NPS agrees to and will to the extent resources allow:

- Deliver surplus horses to the Wildlife Handling Facility (WHF) located at the northeast corner of the South Unit, where they will be housed for a period not to exceed six months, until transfer by NDBH or sale at auction.

- Provide veterinary care (e.g., Coggins testing, health certification, brand inspection, and treatment of injuries), weed-free hay, and water for captive horses held at the WHF prior to transfer to NDBH and their recipients.

- Will allow NDBH personnel to access and temporarily use the WHF for care, handling, and preparation of animals for transfer to recipients, and will permit loading of animals from the WHF to recipient trailers.

C. Responsibilities of the NDBH

The NDBH shall:

- Identify, document, and keep as accurate records as possible on individual horses, bands, and the herd in general to support the mutual goals of TRNP and NDBH.

- Pre-establish, through promotion and advertising, a network of qualified prospective owners for horses, to be drawn upon as need arises. Placement of culled horses may be accomplished by a number of methods including direct sale, sealed bids, and/or various auctioning methods. In all cases the NDBH recognizes the possible need for gentling and/or additional training requirements to assure placement of certain individual horses. Proceeds will be used by NDBH to only cover costs of placement and clear accounting of any funding will be maintained and available for review by TRNP.

- Maintain and expand their network of supporters to offer manpower, funding, and promotion of wild horse related projects at TRNP as would be available and beneficial to all stakeholders.

- Reserve the option, at their expense, to provide worming medication and to conduct genetic testing of sale animals prior to transfer of ownership to NDBH and/or their recipients. All molecular data will be shared with TRNP.

- Support the mission of TRNP.

- Establish and maintain a collaborative relationship with TRNP with the goal of accomplishing philanthropic projects and encouraging volunteer contributions.

- Remain qualified to solicit and accept philanthropic contributions under applicable State and Federal laws.
• Conform to standards of best practices and ethics common to all nonprofit organizations, as well as applicable local, State, and Federal government laws and regulations.

• Ensure that fundraising costs for Identified Projects do not exceed 20% of funds raised. Fundraising consultants or staff members, if compensated, are to be paid a salary or flat fee; no payment may be made as commissions or as percentage of funds raised.

• Ensure that its Articles of Incorporation (Attachment C) and Bylaws (Attachment D) are consistent with the terms of this Agreement.

• Obtain the written approval of the NPS, including, but not limited to, a Special Use Permit, Volunteer Service Agreement, Corporate Campaign Agreement, or Partner Design and Construction Agreement, as appropriate, before (i) holding special events or other activities on NPS property, (ii) bringing volunteers into TRNP; (iii) initiating Corporate Campaigns (See DO#21, Section 7.0) or cause-related marketing activities that state or imply NPS involvement or that the NPS will benefit from the campaign; or (iv) constructing any structure or making any improvements on NPS property.

• Not accept donations for the benefit of the NPS that associates the NPS with alcohol or tobacco products unless the NPS approves the acceptance of such donations in writing.

• Not solicit or accept donations for the benefit of the NPS from the NPS’s concessioner unless the NPS approves the acceptance of such donations in writing.

D. The parties further agree as follows:

• It is expressly understood that TRNP maintains absolute authority for feral horse population management, and that partnership expectations are secondary to objectives defined in the TRNP General Management Plan, Resource Management Plan, and other agency documents and policies.

• Managers at TRNP will work to provide animals less than three years of age for transfer by NDBH. In the event that older animals are culled or an unmanageable number of horses (to be determined by mutual agreement of both parties) are removed, TRNP reserves the right to sell animals at auction.

• Veterinary care for injuries will be rendered to horses upon mutual agreement of TRNP and NDBH and with professional recommendation of an accredited veterinarian licensed for practice in North Dakota, regarding the need for such services to maintain the health of animals.

• Upon completion of all required veterinary testing, certification, and delivery of applicable documents to the NDBH from TRNP, new owners will be allowed to take custody of animals.
IV. **Annual Work Plan.**

A. **Annual Work Plan.**

1. Prior to October 1st of each year, TRNP and the NDBH shall jointly develop a written plan (Annual Work Plan) that (i) identifies the projects and programs (Identified Projects) that the Parties agree to undertake in a specific year; (ii) specifies the respective roles of TRNP and the NDBH in carrying out the Identified Projects; (iii) describes the proposed expenditure of available funds held by the NDBH 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; (iv) identifies TRNP’s intent, if any, to accept such funds to support the Identified Projects; and (v) authorizes the NDBH to provide appropriate in-kind goods and services to support specific TRNP projects or programs. The Parties may modify the Annual Work Plan, as appropriate, during the course of the Agreement term by mutually executed amendments. Annual Work Plans are attached to this Agreement (Attachment E).

2. Annual Work Plans may authorize the NDBH to raise funds to support one or more Identified Projects. If so authorized, the NDBH may raise up to the fundraising goal specified in the Annual Work Plan, not to exceed $100,000 for each Identified Project. When an Annual Work Plan is used to authorize fundraising, it shall include the following additional information for each Identified Project: (1) the fundraising goal, (2) a description of how the NDBH will raise funds and review donors and donations, and (3) a description of specific donor recognition that will be provided. A separate Comprehensive Fundraising Agreement must be used to authorize fundraising for any Identified Project where the total fundraising goal over one or more years is $100,000 or more.

B. **Limitation on Solicitations and Fundraising.** The NDBH shall not solicit donations of money and/or in-kind goods or services for the benefit of TRNP unless the Identified Project for which such donations are to be solicited (i) is set forth in the Annual Work Plan; or (ii) if required under DO#21, a Comprehensive Fundraising Agreement has been entered into by TRNP and the NDBH. This does not limit the NDBH from fundraising for its general operations or mission.

C. **Limitation on Other Actions.** The NDBH shall obtain the written approval of TRNP, including but not limited to a Special Use Permit, Volunteer Service Agreement, Corporate Campaign Agreement, or Partner Design and Construction Agreement, as appropriate, before (i) holding special events or other activities on NPS property; (ii) bringing volunteers into TRNP; (iii) initiating Corporate Campaigns (See DO#21, Section 7.0) or cause-related marketing activities that state or imply NPS involvement or that the NPS will benefit; or (iv) constructing any structure or making any improvements on NPS property.
V. **Property Utilization.**

A. **Intellectual Property:** If any activity of either party is expected to result in the creation or donation of any intellectual property rights, or if the NDBH or TRNP requires a license to any intellectual property rights of the other party (including website links), the Parties shall abide by the terms described in the Intellectual Property License Agreement (Attachment F) to this Agreement, which addresses the terms and conditions applicable to such intellectual property rights. The NDBH shall not use any intellectual property of the United States of America, including NPS and TRNP specific logos, marks, images of NPS employees in uniform, and taglines, unless authorized in accordance with Attachment F.

B. **Use and/or Occupancy of Government-Owned Property:**

The NDBH may use Government-owned real and/or other property in furtherance of this Agreement in accordance with the Property Use Agreement (Attachment G).

VI. **Term.**

Unless earlier terminated in accordance with its terms, this Agreement shall remain in effect for a period of five (5) years beginning on the date the last signature is affixed. This Agreement may be extended for an additional term of five (5) years by the mutual written agreement of the parties prior to expiration.

VII. **Termination and Disposition of Assets.**

A. **Termination.**

1. Each party may terminate this Agreement for any reason by giving advance written Notice of Termination for Convenience. Termination shall be effective sixty (60) calendar days from the date of receipt of the Notice, or upon the termination date specific in the Notice, whichever is later.

2. Each party may immediately terminate this Agreement for a material breach of this Agreement by the other party. In this event, this Agreement shall terminate 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 terminate upon the breaching party’s receipt of a Notice of Termination for Breach.

3. Unless expressly provided for in this Agreement or related agreements, neither party shall be 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 shall be preserved.

B. Disposition of Assets upon Termination or Expiration of this Agreement or Cessation of Partner Operations. Upon the termination or expiration of this Agreement or cessation of the operations of the NDBH for any reason, and subject to the applicable laws pertaining to the territory in which the NDBH was incorporated, those funds held for the benefit of the NPS, including all interest and earnings thereon and all in-kind contributions, shall be transferred to TRNP or to a third-party deemed acceptable by the NPS (under such terms and conditions as are deemed acceptable by the NPS) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the NDBH from satisfying allowable outstanding obligations reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

VIII. Insurance

A. The NDBH should, in keeping with best practices in the nonprofit industry, acquire appropriate industry-standard insurance to the type and level of activities and liability exposures associated with this Agreement. However, where the NPS grants the NDBH permission to undertake a specific activity, the NPS may condition that permission upon the NDBH acquiring appropriate insurance that is acceptable to the NPS.

B. Where the NDBH has acquired insurance, the DOI and the NPS shall be listed as additional insureds. The insurance policy or policies shall specify that the insurer shall have no right of subrogation against the United States and shall have no recourse against the United States for payments of any premiums or deductibles due thereunder. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage and amounts in the event that the insurance purchased by the NDBH is inadequate or otherwise insufficient for any reason whatsoever.

C. The NPS reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from the NDBH to the NPS where, in the NPS’s judgment, the NPS will undertake remedial work for which the claim is paid.

IX. Liability and Indemnification.

The NDBH 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 the NDBH, its employees, agents or contractors (including
any contractor’s subcontractors), including injury to persons (including injury resulting in death) and damage to property. The NDBH 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 the NDBH, 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. The NDBH 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 the NDBH, its employees, agents, representatives or contractors (including any contractor’s subcontractors).

X. **Financial Matters**

A. **In General.** NDBH shall maintain proper 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). Any other activities undertaken by NDBH outside of this Agreement shall not be in conflict with NDBH’s obligations under this Agreement and any funds received by NDBH shall be maintained separate from those funds received that are connected to its work with TRNP.

B. **Right of Inspection and Audit.** The NDBH shall permit the DOI or its designee, including the NPS Comptroller and the Office of the Inspector General (OIG), to verify and audit any financial audit or records from the books, correspondence, memoranda and other records of the NDBH 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 NDBH agrees to take appropriate corrective action based on these audit findings.

C. **Provision of Certain Information.** By June 1st each year, the NDBH shall provide the NPS (i) a copy of its IRS Form 990 and any amendments thereto and (ii) an annual report of aid and short narrative.

D. **Threshold for Audit.** Once the NDBH raises $1 million or more in funds for the benefit of the NPS under this Agreement, either in a single effort or cumulatively over time, the NDBH shall furnish the NPS with a financial audit. The audit will be prepared by an independent certified public accountant (CPA) in conformance with both GAAP and guidelines provided in the DO#21 Reference Guide. The NDBH agrees to take appropriate corrective action based on audit findings. The audit shall be provided to the TRNP Superintendent within nine (9) months of the end of the NDBH’s fiscal year.

In any year in which the NDBH raises $500,000 or more in funds for the benefit of the NPS, the NDBH shall furnish the NPS with a financial audit. The audit will be prepared by an independent certified public accountant (CPA) in conformance with both GAAP and guidelines provided in the DO#21 Reference
Guide. The NDBH agrees to take appropriate corrective action based on audit findings. The audit shall be provided to TRNP Superintendent within nine (9) months of the end of the NDBH’s fiscal year.

E. Establishment of Endowment or Investment Accounts. The NPS and the NDBH shall mutually determine the need for an Endowment Account and/or Investment Account, where the account will be established for the benefit of the NPS. If such a need is identified, the Parties shall execute and abide by the terms of the Standard Form Endowment and Investment Account Agreement (EIAA), which describes the use, terms and conditions applicable to such accounts. If executed, the EIAA will be attached as a sub-agreement to this Agreement. For purposes of this Agreement, the terms “Endowment Account” and “Investment Account” are defined in the EIAA.

XI. Key Officials and Notices

A. Key Officials. Each party shall designate one or more key personnel (Key Official) to be responsible for coordination and communication between the NDBH and TRNP in connection with the activities to be performed pursuant to this Agreement. Upon written notice to the other party, either party may designate an alternate to act in the place of the designated Key Official, or designate a new Key Official.

For the NPS:

Name: 
Title: Superintendent, Theodore Roosevelt National Park
Address: P.O. Box 7; 315 Second Avenue, Medora, ND 58645
Phone: 701-623-4466
Fax: 701-623-4840
E-mail: wendy_ross@nps.gov

For the NDBH:

Name: Marylu Weber
Title: President
Address: 12880 Bogus Jim Road, Rapid City, SD 57702-9705 (NDBH address)
Phone: home (b) (6)  cell (b) (6)
E-mail: (b) (6)

Name: Bob Fjelant
Title: Board Member
Address: (b) (6) MN (b) (6)
Phone: home (b) (6)  cell (b) (5)
E-mail: (b) (6)
B. **Notices.** Notices from one party to the other party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the Parties.

**XII. Miscellaneous**

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 the NPS, the DOI, 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 NPS, the DOI, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

C. **Limitations on Lobbying.** To the extent that the NDBH commits in this Agreement or any related agreement to raise funds from non-federal sources for a particular purpose or project to benefit the NPS, the NDBH agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The NDBH may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, appropriated funds) to lobby or attempt to influence Congress or any official of any government.

D. **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.

E. **Disclaimers of Government Endorsement.** The NDBH shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the DOI, the NPS, or any government employee endorses any business, brands, goods or services.
F. **Merger.** This Agreement, together with each Annual Work Plan and any other agreement or written agreement modification entered into pursuant hereto, contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

G. **Modifications.** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by TRNP and the NDBH.

H. **Waiver.** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

I. **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.

J. **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.

K. **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 of America, or to any benefit to arise thereupon.

L. **No Agency.** The NDBH is not an agent or representative of the United States of America, the DOI, or the NPS, nor will the NDBH represent itself as such to third parties. NPS employees are not agents of the NDBH and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the NDBH and the NPS.

M. **Non-Exclusive Agreement.** This Agreement in no way restricts either NPS or NDBH from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals. Notwithstanding any other provision contained in this Agreement, the parties hereby agree that this Agreement shall apply exclusively to relations between the NDBH and the TRNP. This Agreement in no way restricts or precludes the NDBH from undertaking other activities which are within its non-profit purpose or receive funds unrelated to this Agreement.
N. **No Third-Party Beneficiaries.** Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.

O. **Survival.** The terms of this Agreement that by their nature are reasonably intended by the Parties to survive expiration or termination shall survive expiration or termination of this Agreement.

P. **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.

Q. **Interpretation.** The headings of the Articles in this Agreement are inserted only as a matter of convenience and shall in no way be construed to define or limit the scope or intent, or affect the meaning or interpretation, of this Agreement. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Additionally, the phrase “for the benefit of the NPS’s means donations of money (including interest and earnings thereon) and / or in-kind donations that were solicited for the express purpose or implied purpose of using them, whether in whole or in part, to support the NPS, or the NPS’s projects, programs or resources. This Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement or based on a party’s undertaking of any obligation under this Agreement.

R. **Further Assurances.** If reasonably requested by one party, the other party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.

S. **Disputes and Venue.** The Parties agree that in the event of a dispute between them, TRNP and the NDBH shall 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 commence litigation of any disputes stemming from this Agreement shall be a Federal court with appropriate jurisdiction.
XIII. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By:  
Name:  
Title: Superintendent, Theodore Roosevelt National Park

3/9/15  Date

NORTH DAKOTA BADLANDS HORSE REGISTRY, INC.

By:  
Name: Marylu Weber
Title: President, North Dakota Badlands Horse Registry

3/9/15  Date

By:  
Name: Bob Fjelde
Title: Board Member, North Dakota Badlands Horse Registry

3/9/15  Date
INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH  45201  

Employer Identification Number:  
27-1450477  
DIN:  
17053078327904  
Contact Person:  
CUSTOMER SERVICE  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 12, 2009  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

DEPARTMENT OF THE TREASURY

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2525, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Tamara Rippeola
Director, Exempt Organizations

Letter 947
Donation Review Plan
North Dakota Badlands Horse Registry

Donations, including cash, tangible and intangible property are the "life blood" of nonprofit organizations and can be significant to carrying out the National Park Service mission.

Financial Donations made to the North Dakota Badlands Horse Registry (NDBH) on behalf of Theodore Roosevelt National Park (TRNP) or the National Park Service (NPS) must be given to the support image and integrity of the TRNP/NPS and NDBH and be fully compatible with Directors Order # 21.

Before donations are solicited or accepted by NDBH on behalf of the TRNP/NPS a review will be done by NDBH and TRNP to evaluate the following points (particularly for donations over $25,000.00):

- Is the donor involved in litigation or controversy involving NPS/DOI?
- Is the donor engaged in or seeking a business or permit relationship with NPS?
- Has the donor been "debarred"* from contracting with DOI or other federal government agency?
- Does the donor have a recent public history of violations for which acceptance could lead to public controversy?
- Is the donor regulated by or seeking a permit from NPS

In the event the review indicates a positive answer to any of these questions, consultation with NPS Partnerships Office will be undertaken.

The following Review Thresholds will be followed for donations which are solicited or accepted by NDBH on behalf of the TRNP/NPS.

- Single donation of $25,000 or less reviewed at the park / regional level
- Single donation below $250,000 reviewed at the region or park level
- Single donation at or over $250,000 NPS review through Office of Partnerships & Philanthropic Stewardship
- Single donation at or over $1,000,000 additional review through DOI

The policy of accepting donations which are solicited or accepted by NDBH on behalf of the TRNP/NPS is as follows:

Contributions must be legal and made in a way that will not compromise the integrity of the NPS or the partner.

The overall value of the donation and motive of the donor must be considered.

Donation thresholds are to comply with DO 21 when used in joint projects detailed in the Annual Work Plan.
Attachment B. – Donation Review Plan continued

Impartiality and public confidence must be considered in all potential donations. Fundraising agreements are to be reviewed in conjunction with the Annual Work Plan to prevent problems that could arise later in the fundraising process.

Individuals and businesses having a potential conflict of interest with the NPS-TRNP must be reviewed at the NPS Regional Level before proceeding with a solicitation and/or acceptance of any type of donation.
NORTH DAKOTA NONPROFIT CORPORATION
ARTICLES OF INCORPORATION
SECRETARY OF STATE
SFN 13003 (09-2003)

FILING FEE: $ 40.00

TYPE OR PRINT LEGIBLY

FOR OFFICE USE ONLY

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators of a corporation organized under North Dakota Century Code, Chapter 10-33, adopt the following Articles of Incorporation.

Article 1. Name of Corporation:
North Dakota Badlands Horse Registry

Article 2. A. Name of commercial registered agent in North Dakota:
Marylu Weber

2.B. Name of noncommercial registered agent in North Dakota:
OR

3.G. Address of noncommercial registered agent in North Dakota: (Street, RR, PO Box, City, State, Zip+4) May not be only a post office box
(b) (6) North Dakota

(b) (6)

Article 3. The corporation shall be effective: (check one)
☐ When filed with the Secretary of State
☐ Later on (month, day, year)

Article 4. Purposes for which the corporation is organized:
Because wild horses of the Badlands hold a unique place in the history and settlement of the Dakotas, the North Dakota Badlands Horse Registry is established to register, promote, appreciate, and preserve these horses. All horses born in Theodore Roosevelt National Park or descended from those horses shall be recognized as North Dakota Badlands Horses.

Article 5. Any other provisions elected for inclusion:
See page 2.

Article 6. The name and address of each incorporator:

<table>
<thead>
<tr>
<th>NAME</th>
<th>COMPLETE MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marylu Weber</td>
<td>(b) (6) ND (b) (6)</td>
</tr>
<tr>
<td>Henry Weber</td>
<td>(b) (6) ND (b) (6)</td>
</tr>
</tbody>
</table>

("The above named incorporators, have read the foregoing Articles of Incorporation, know the contents, and believe the statements made therein to be true. I further authorize the Secretary of State to correct Articles 2. A. or 2. B. if not correctly reflected."

Signature: Marylu Weber Date: 11-11-09
Signature: Henry Weber Date: 11-11-09

Name of person to contact about these articles:
Marylu Weber
E-Mail Address: (b) (6)
Daytime Telephone #: (b) (6)
Articles of Incorporation of North Dakota Badlands Horse Registry.

The undersigned, a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of North Dakota, do hereby certify:

First: The name of the Corporation shall be North Dakota Badlands Horse Registry.

Second: The place in this state where the principal office of the Corporation is to be located is the City of Bismarck, Burleigh County.

Third: Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fourth: The names and addresses of the persons who are the initial trustees of the corporation are as follows:

Name: Marylu Weber Address: 4300 Friendship Trail, Bismarck, ND 58503-6455

Name: Henry Weber Address: 4300 Friendship Trail, Bismarck, ND 58503-6455

Fifth: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Sixth: Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

In witness whereof, we have hereunto subscribed our names this 11 day of November, 2009.
By-Laws of North Dakota Badlands Horse Registry

ARTICLE I. MISSION STATEMENT

Because wild horses of the Badlands hold a unique place in the history and settlement of North Dakota, the North Dakota Badlands Horse Registry was established to register, promote, appreciate, and preserve the wild horses of Theodore Roosevelt National Park.

ARTICLE II. POWERS

The corporation shall have all of the powers set forth in Section 10-24-05 of the North Dakota Century Code, including the specific right to purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real and personal property or any interest therein, wherever situated.

ARTICLE III. MEMBERS

The corporation does not have members. The Board of Directors (hereafter referred to as the Board) shall seek guidance, recommendations, and Board members from owners of horses purchased from Theodore Roosevelt National Park (hereafter referred to as TRNP) and other horse advocates that have shown interest in these horses and the North Dakota Badlands Horse Registry (hereafter referred to as NDBHR). The official business of the corporation shall be conducted, operated, and controlled by the Board and such committees as the Board shall have created.
ARTICLE IV. MEETINGS

An annual meeting of the Board and interested parties (the joint body) shall be held at a time and place agreed upon by the Board. Notice of the annual meeting shall be announced on-line at least three months prior. The President or any four Directors may call special meetings by giving notice on-line, at least 5 days prior, stating the place, day, and hour of the meeting and the purpose for which the meeting is called. All motions passed by the joint body shall be considered recommendations and shall be discussed and voted upon by the Board.

ARTICLE V. QUORUM

The quorum at any annual or special meeting shall be those present. Voting by proxy, on-line or by phone, shall be permitted within 5 days prior to the meeting. A simple majority vote of those present at any such meeting, plus proxy votes, shall constitute approval of any recommendation to the Board by that body.

ARTICLE VI. BOARD OF DIRECTORS

A board of at least 7 Directors shall manage the affairs of the corporation. Nominations shall come from any parties with interest in NDBHR and the TRNP horses. In January of each year the Board shall elect ½ of the Directors for two year terms. All Directors are limited to three consecutive terms. Former Directors may serve again after one year. In the event a vacancy should occur on the Board, nominations will be sought and an election will be held to fill the unexpired term. A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE VII. DIRECTORS MEETING

Board meetings will be conducted on-line, by phone, or in person. The Board shall hold at least four meetings a year, one being the annual meeting. Notice of the time of a regular Board meeting shall be given by the President, or in his/her absence by the Vice President, to the members of the Board at least five days prior to the meeting.
ARTICLE VIII. OFFICERS

(a) The officers of the corporation shall be a President, Vice President, Secretary, and Treasurer. Officers will have a two year term and will be elected from the Board.

(b) The President shall give notices of meetings, preside at all meetings of the Board and annual meetings, and be its Executive Officer. He/she shall further perform all such other duties as are usually attendant to the office of the President.

(c) In the absence of the President, the Vice President shall perform the duties of the President.

(d) The Secretary shall keep the minutes of all meetings, with reports presented on-line after each meeting, be custodian of the corporate records, and perform all duties incident to the office under the direction of the President.

(e) The Treasurer shall have charge and custody of the funds, deposits and securities of the corporation, receive and give receipts for moneys due and payable to the corporation, deposit all moneys in the name of the corporation in such depositories as the Board may designate and to insure to the Board that withdrawals from accounts are only made upon checks properly signed by the officers designated. The books, records and accounts shall be audited annually with a report given in writing at each annual meeting. This report shall become a part of the minutes of the corporation.

ARTICLE IX. COMMITTEES

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint committees each of which shall consist of at least one Director in addition to other interested parties of the corporation as shall be selected by the Board. Committees shall possess only such powers as shall by the resolution be specifically provided.
ARTICLE X. BOOKS AND RECORDS

The corporation shall keep correct and complete books and records. Reports shall be made to the Department of State of North Dakota including all names and addresses of Officers and Board members, and any other information required by the state of North Dakota.

ARTICLE XI. FISCAL

(a) All moneys received by the corporation shall be duly and regularly deposited in the bank or recognized savings institution, to be withdrawn only upon signature of the Treasurer, or such other signature as the Board may by resolution designate.

(b) The corporation shall make no loans to its Directors, Officers or others.

(c) The Treasurer shall be charged with making an annual report to the Board of all income and of all disbursements. In the event that the corporation would be dissolved, dispersion of corporation funds would be as stated in the Articles of Incorporation.

(d) The Treasurer shall submit the annual report and any other required information to the Department of State of North Dakota. The Treasurer is also responsible for submitting all appropriate forms to the IRS.
ARTICLE XII. POLICY

(a) It shall be the policy of this corporation to engage in activities aimed at educating the public about NDBHR and about the TRNP horses and their needs.

(b) It shall be the policy of this corporation to be of service to TRNP concerning the wild horses.

(c) It shall be the policy of this corporation to promote and preserve the TRNP horses, assisting in finding good homes for horses when sold.

(d) It shall be the policy of this corporation to provide registration to all wild horses having been born in TRNP and their offspring. See ARTICLE XIV for details.

(e) It shall be the policy of the corporation to cooperate with other wild horse advocacy associations, groups, and responsible persons for the general wellbeing of all wild horses as deemed appropriate by the Board, however, emphasis shall be on the wild horses of TRNP.

ARTICLE XIII. BY-LAW CHANGES OR ADDITIONS

The power to alter, amend or appeal these by-laws or to adopt new by-laws shall be vested in the Board, although interested parties shall have the right at any annual or special meeting to propose any changes to the Board. The recommendation for amendment must be proposed in writing and filed with the Secretary at least ten days before the annual meeting and the motion to so amend the by-laws be declared duly adopted.
ARTICLE XIV REGISTRATION OF HORSES

(a) This corporation shall make North Dakota Badlands Horse registration available to all horses having been born in Theodore Roosevelt National Park.

(b) If a horse was not born in TRNP, proof of 100% ancestry from horses born in TRNP is required for registration. Proof is the responsibility of the owner and must meet approval of the Board.

(c) Horses with at least 50% but less than 100% ancestry from horses born in TRNP shall be registered as Part NDBH. Proof is the responsibility of the owner and must meet approval of the Board.

(d) The corporation shall provide owners with a Certificate of Registration including three photos and the description of the horse, a five generation pedigree, and the name and address of the owner, upon receipt of proper photos, information, and registration fees. Horses born in TRNP shall have their certificates marked as such.

(e) The corporation shall maintain records of registered horses and their owners and shall provide transfers to new owners upon receipt of all information and fees.

Date Adopted

Signature of at least five Directors
ANNUAL WORK PLAN

A. PARTIES: This Annual Work Plan is part of the Partnership Agreement between Theodore Roosevelt National Park (TRNP) and the North Dakota Badlands Horse registry (Partner), dated 7/1/15. All terms and conditions of the Partnership Agreement are hereby incorporated by reference.

B. YEAR: TRNP and the Partner mutually agree to undertake certain projects and programs (Identified Projects) in the year starting 3/1/15, and ending 10/1/15.

C. IDENTIFIED PROJECTS, ROLES and SCHEDULE: Identified Projects to be undertaken are described below, along with the respective roles of TRNP and the Partner, and a schedule for completion:

<table>
<thead>
<tr>
<th>Identified Project</th>
<th>TRNP Role</th>
<th>Partner Role</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile corral trapping of horses</td>
<td>Utilize mobile corral trap to capture horses</td>
<td>Obtain funds and purchase mobile corral trap materials for use by NPS</td>
<td>Start: 01/01/15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Complete: 09/30/15</td>
</tr>
<tr>
<td>Transfer of horses to private ownership</td>
<td>Hold horses at Wildlife Handling Facility</td>
<td>Advertise and sell horses</td>
<td>Start: 02/01/15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Complete: 09/30/15</td>
</tr>
</tbody>
</table>

D. AUTHORITIES: TRNP has consulted with the DOI Solicitor’s Office re: the authorities to carry out the Identified Projects described above, and to accept the donated funds, goods and services described in Item E. The Solicitor has confirmed that the following authorities are appropriate for these activities:

1) the NPS Organic Act (16 U.S.C. §§ 1, 2, 3 and 4), which authorizes the NPS to undertake activities in furtherance of authorized objectives.
2) 16 U.S.C. § 6, which authorizes the NPS to accept donations for the purposes of the National Park and Monument system.
3) 16 U.S.C. § 18g-j, which authorizes the NPS to accept volunteer services for the purposes of the National Park system.
### E. BUDGET

<table>
<thead>
<tr>
<th>Work Plan Action</th>
<th>Item</th>
<th>Description</th>
<th>No.</th>
<th>Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile corral trapping of horses</td>
<td>Panels</td>
<td>6' high x 10' long (or comparable)</td>
<td>40</td>
<td>$200.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td></td>
<td>Gates</td>
<td>6' high x 14' long (or comparable)</td>
<td>6</td>
<td>$200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Wire</td>
<td>4000 ft coil; 12.5 ga; high tensile</td>
<td>2</td>
<td>$99.99</td>
<td>$199.98</td>
</tr>
<tr>
<td></td>
<td>Bait</td>
<td>Lick tubs, hay, mineral blocks, etc.</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Supplies</td>
<td>Miscellaneous (hardware, hand tools)</td>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Transfer of horses to private ownership</td>
<td>Travel</td>
<td>Lodging, gas mileage, and per diem of NDBH staff to travel to TRNP and to external sites to network and find homes for horses</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Marketing</td>
<td>Internet and other advertising campaign costs to market horses</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**Total:** $15,899.98

Note: Costs described above reflect estimates of possible work to be completed under the partnership agreement during FY15 and are not intended to represent firm commitments by NDBH. The scope of work may be increased or decreased, depending on the amount of funds acquired through fund raising activities and donations. Modifications will be made as described under Section IV, Part A, No. 1.
INTELLECTUAL PROPERTY

I. The NPS and the NDBH agree that:

A. Specific Authorizations to Use Intellectual Property

1. As used herein, "Marks" means all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, phrases, composite marks, institutional images, look and feel, and identifications of each party, whether registered or not. The Parties grant to each other use of their respective Mark(s) during the term of this Agreement, for use solely in connection with this Partnership Agreement (Agreement), and only in the form described and depicted in exhibits to this attachment. This attachment may be amended to include new exhibits. The license to use Marks does not include the right to use or incorporate the Mark(s) in any other capacity, including collateral marketing, outreach or advertising, or as trade names or internet domain names, without prior written permission.

2. The Parties acknowledge and agree that the parties own or otherwise have the exclusive right to use and to license their respective Marks. All uses of Marks by the Parties, including all goodwill arising therefrom, shall inure solely to the benefit of the respective owner. A party retains all rights with respect to its Marks that are not specifically granted to another party. Each party, in its sole discretion, may object to use of the Marks by another party by providing written notice to the other. A notice recipient shall have five (5) business days to cure the alleged violation identified in the notice or to reach a mutually agreed to resolution with the notice sender. If the matter is not cured or resolved to the satisfaction of the notice sender by the end of the cure period, use of the Mark(s) at issue by the notice recipient shall discontinue immediately.

3. Each party retains the right to concurrently use and license others to use its Marks anywhere in connection with any purpose.

B. Limited License to Use of Trademarks/Tradenames/Taglines/Logos

1. All uses by one party of the other party's Marks shall be in accordance with such quality control standards as the licensing party may promulgate from time to time, and each party agrees to refrain from all uses of a licensing party's Marks to which the licensing party objects. All promotional literature and other materials prepared by a party in connection with this Agreement shall bear appropriate copyright and trademark notices as prescribed by the other party, if the other party's content or branding is included therein. Each party agrees that it will not use, register or attempt to register in any jurisdiction, or otherwise
appropriate or adopt any name, Mark or logo that is confusingly similar to the other party’s Marks. At no time during the term of the Agreement or thereafter shall the NDBH attack, challenge or file any application with respect to any NPS Mark. At no time during the term of the Agreement or thereafter shall the NPS attack, challenge or file any application with respect to any NDBH Mark.

2. In any identification of either party pursuant to this Agreement, one party shall not impair the branding or other identification of the other party, nor alter or remove any copyright, trademark or other protective notices of such other party.

3. The Parties agree that, except as may be reasonably necessary, they shall not mask, frame, overlay or otherwise materially alter or affect the images, information, perception, service quality or security of the Marks.

4. All rights, licenses and privileges not expressly granted herein shall remain the sole and exclusive property of the respective parties. Except as provided in this Agreement, upon the termination or expiration of this Agreement, (1) all rights conveyed shall cease and revert to the respective party, and (2) each party shall discontinue all use of the other’s Marks.

5. Notwithstanding the foregoing, the NPS must review and approve in writing each proposed use of the NPS Arrowhead symbol.

C. Rights to Content Created in Furtherance of the Partnership

For purposes of this Agreement, “Background Intellectual Property” means all rights to copyright, trademark, and to other rights owned by a party prior to the commencement of this Agreement and that are used in the performance of any work under this Agreement. In recognition that each party will be licensing its intellectual property in furtherance of the goals of this Agreement, the following applies to each party as the Licensor or the Licensee, as the case may be:

1. The Licensee acknowledges and agrees that Licensor owns all rights, title and interest in the licensed Background Intellectual Property worldwide, and that the Licensee shall not acquire and shall not claim rights in or title to any intellectual property adverse to the Licensor.

2. If at any time Licensee acquires (a) any rights in, or trademarks, applications or registration for any licensed Marks; or (b) copyright ownership in any licensed works; or (c) domain names incorporating any of the licensed Marks, upon the Licensor’s request and at no expense to the Licensor, the Licensee shall assign all such rights, applications, registrations, ownership, or domain names to the Licensor.
3. The Licensee’s use of the licensed items shall inure to the benefit of Licensor.

4. The Licensee may not challenge the validity of licensed Marks or assert any claim adverse to the Licensor.

D. Website Links

1. For the term of this Agreement, the parties grant each other permission to provide a hypertext link from their respective websites to the other’s website for the limited purpose of achieving the goals of this Agreement. All destination web pages must be reviewed and approved by the other party and must be consistent applicable laws, policies, and with all terms and provisions of this Agreement.

2. Either party may terminate permission to link to a website at any time, with or without cause, by giving notice in writing. If this permission is terminated, the party receiving the notice must remove the hypertext link within five (5) business days of receipt of notice.

3. When linking from an NPS webpage to a webpage belonging to NDBH, the NPS may require the display of a disclaimer of government endorsement. The NPS typically requires a disclaimer where a website contains references to commercially available brands, goods, or services, or where a website is used for advocacy. When display of a disclaimer is required by the NPS, the disclaimers must be satisfactory to the NPS and may either be continuously displayed or viewed through a pop-up window.

E. Disposition of Materials Created in Furtherance of this Agreement

1. Unless otherwise agreed to Through written amendment of this Agreement, the NPS shall own all right, title, and interest in data and materials produced in the performance of this Agreement, including without limitation, b-roll, rough & fine cuts, final products, and derivative works.

2. Unless otherwise agreed to Through written amendment of this Agreement, all intellectual property created in association with this Agreement, including without limitation, b-roll, rough & fine cuts, final products, and derivative works, shall be used by NDBH solely in furtherance of the goals of this Agreement and for internal reporting purposes.

3. The NPS grants the NDBH a royalty-free, non-exclusive, non-sub-licensable worldwide license to use, reproduce, distribute, transmit and publicly display content in furtherance of the goals of this Agreement and for internal reporting purposes. Should the NPS agree to allow the NDBH to own any of the materials identified in Article Paragraph E.1., the NDBH will provide the NPS with a written license agreement to use of such materials upon such terms and
conditions as are acceptable to the NPS.

4. The NDBH shall provide NPS with signed releases or license agreements for full use of all stock footage, performers, still photographs, music, and other works secured or acquired by the NDBH and used in the creation of materials in association with this Agreement. All performance, release or copyright fees shall be paid by the NDBH.

5. The NDBH must obtain the NPS’s written permission prior to sublicensing the right to use materials to a third-party.

[NOTE: By signing the Partnership Agreement, Parties are agreeing to the terms of this attachment and do not need to provide additional signatures below. All other users of this attachment should use the signature language below.]

II. Signatures:

IN WITNESS WHEREOF, the Parties have executed this document as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By: [Signature]  
Name: [Name]  
Title: Superintendent, Theodore Roosevelt National Park  
Date: [3/9/15]

NORTH DAKOTA BADLANDS HORSE REGISTRY

By: [Signature]  
Name: Marylu Weber  
Title: President, North Dakota Badlands Horse Registry  
Date: [3/9/15]

By: [Signature]  
Name: Bob Fjelde  
Title: Board Member, North Dakota Badlands Horse Registry  
Date: [3/9/15]
PROPERTY USE AGREEMENT

I. The NPS and NDBH agree that:

A. Subject to the conditions set out in Paragraph B (below), the NPS will provide the NDBH with appropriate use of Government-owned property in furtherance of activities authorized by the Partnership Agreement dated [insert]. Government-owned property available for NDBH’s use is limited to the property identified and describe in exhibits to this Property Use Agreement (PUA). Each exhibit shall be signed and dated by the Parties.

B. Unless otherwise expressly specified in the signed exhibit authorizing the use of specific identified Government-owned property, NDBH is responsible and will reimburse NPS for all utilities, routine maintenance, and janitorial costs associated with the NDBH’s use of Government-owned property. The NPS will use reasonable efforts to calculate reimbursable costs to the NDBH before June 30 of each year. The NDBH will annually transfer requested reimbursements to the NPS by August 30 of the fiscal year in which the costs were incurred.

C. If the NPS provides the NDBH with access to NPS computer systems, NDBH agrees to comply with all NPS Information Technology security and training requirements.

D. The NDBH’s access to NPS facilities is dependent on compliance with laws and Government policies respecting Government facility security and the NPS’s ability to obtain security clearance for the NDBH’s access.

E. Permission to use any NPS property is not exclusive to the NDBH. The NPS may allow third parties to use the property as well. The NDBH has no property interest or leasehold interest.

F. The NPS may terminate its permission to use Government-owned property at any time. The NPS will not be liable for any alleged or actual damages resulting from such termination.

G. The NDBH will not use Government-owned property in any lobbying activities.

H. This PUA and associated exhibits are subject to all terms and conditions of the Partnership Agreement.
II. Signatures:

IN WITNESS WHEREOF, the Parties have executed this document as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By: [Signature]  
Name: [Name]  
Title: Superintendent, Theodore Roosevelt National Park  
Date: 3/9/15

NORTH DAKOTA BADLANDS HORSE REGISTRY

By: [Signature]  
Name: [Name]  
Title: President, North Dakota Badlands Horse Registry  
Date: 3/9/15

By: [Signature]  
Name: [Name]  
Title: Board Member, North Dakota Badlands Horse Registry  
Date: 3/9/15