



Memorandum of Understanding Between Eastern National And

Philanthropic Partner of the National Park Service

Background and Objective

The purpose of the Memorandum of Understanding (“MOU”) between Eastern National (“EN”) and the Philanthropic Partner (“Partner”) of _____ is to confirm our mutual understanding regarding certain matters relating to the collaboration between EN and Partner for the benefit of the National Park Service.

According to Director’s Order #21, Philanthropic partners refers to any entity—including non-public entities (such as nonprofit organizations and friends groups), for-profit corporations, fundraising networks, crowdfunding organizations, and individuals—that has an agreement to fundraise or otherwise generate donations, on behalf of the NPS.

EN is a not-for-profit cooperating association that promotes the public’s understanding and support of America’s national parks and other public trust partners by providing quality educational experiences, products, and services. EN operates under a Standard Cooperating Association Agreement with the National Park Service, which includes operations at _____

Multiple options are provided in this MOU so the agreement can be customized to meet particular needs of each situation, and ensure a collaborative arrangement that is mutually beneficial to all parties. Parties may choose to select those options that specifically meet the objectives of the collaborative arrangement they are seeking to establish. Not all options need to be selected. If additional options are requested, they will be considered however they may not be included if they do not fall within the terms and conditions that are covered in this MOU.

In some cases, additional documentation, such as a License Agreement or Consignment Agreement, may be required to complete this MOU.



A copy of the completed and signed MOU will be included in EN Annual Operating Plans that are shared with _____ and are subject to annual review with the Park Superintendent.

Option 1: Sale of items developed by Partner

If this option is selected, EN agrees to sell custom products at EN's retail stores that have been developed, sourced, or produced by the Partner with the understanding that the Partner are an approved Eastern National vendor under following terms and conditions. In this option, the Partner maintain custody of all inventory which may be purchased for resale at EN locations.

Partner will:

Select either 1a. or 1b. to indicate method of sale by wholesale or consignment.

1. a. Develop, source, and produce custom products that can be available for wholesale purchase and sold in EN retail stores and/or on EN's online store www.eParks.com. Wholesale pricing indicates a discounted cost that would allow EN to mark up the item to a retail price based on standard internal purchasing policies with respect to gross margin, fair market value, and consumer trends.

OR

- b. Sell custom products on consignment, items which the NPS has been approved for sale from (insert dates) _____ to _____.
If selected Partner must complete EN's consignment agreement when selecting this option and this agreement will be an attachment to this MOU.
2. Follow the same approval process for any item considered for sale in EN stores, and must be consistent with the Scope of Sales statement for
3. Be subject to the same purchasing terms and conditions of any EN vendor.

EN will:

1. Be under no obligation to purchase a specific amount of items at any time.
2. Make purchasing decisions based on standard internal purchasing and inventory management policies.
3. Set retail pricing of the products based on standard internal purchasing policies with respect to gross margin, fair market value, and consumer trends. Eastern National targets a gross profit as percent of sales at 58%.
4. Manage the consignment process in accordance with internal purchasing policies, where applicable.



Option 1 _____ *Selected* _____ *Partner (initials)*
 _____ *Not Selected* _____ *EN (initials)*

Option 2: Development of EN items with Partner's Intellectual Property

If selected, Partner grants to EN the right and license to develop, manufacture, have manufactured, use, market, and sell new products that incorporate a licensed logo, design, or commissioned piece of art upon approval of selected items by the Partner.

If selected, EN and Partner must also complete a standard Licensing Agreement which will be an attachment to this MOU.

Partner will:

1. Provide high resolution of the artwork/image to be used for new product development.
2. Provide a style guide or terms of acceptable use for licensed artwork/image.
3. Provide guidelines for when the licensed artwork/image may or may not be used.

EN will:

Select either 1a. or 1b. for licensed payments to Philanthropic Partner.

1. a. Agree to pay to the Partner a royalty on sales to EN customers calculated at a rate of _____ % of the Net Sales Price. Net Sales Price shall be defined as the selling price charged for the new products by EN to its customers less returns and quantity discounts. The royalty shall be calculated by multiplying, for each of the new products, the_% royalty rate by the Net Sales Price multiplied by the number of units of the new products sold and paid for less returns and quantity discounts actually credited during the relevant calendar quarter.

OR

- b. Agree to pay to the Partner a one-time flat fee for the use of licensed logo, design, or commissioned piece of art in the amount of \$_____.

Select either 2a. or 2b. for licensed payments to Philanthropic Partner.

2. a. (If option 1a. is selected) EN shall render a statement of Net Sales to the Partner within 30 days after the end of the relevant quarterly period accompanied by the royalty payment calculated as provided above.

OR



2. Designate a point of contact through the product development process for the Program.
3. Select the vendor that will manufacture, assemble, and produce the merchandise for the Program.
4. Determine retail pricing of the products based on standard internal purchasing policies with respect to gross margin and costs associated with the shipping, handling, and sale of the item.
5. Be under no obligation to purchase a specific amount of items at any time.
6. Make purchasing decisions based on standard internal purchasing and inventory management policies, vendor minimums, rate of sale, and overall inventory reviews by location.
7. Calculate the costs associated with the design, proof, sampling, and production of the item in the item cost.
8. Purchase the inventory according to vendor minimum and pay the costs associated with designing, developing, producing, or purchasing the items in the Program.
9. Continue to sell items previously approved if requested changes are not submitted in advance of replenishment orders being processed.
10. Continue to sell any approved and purchased items in the Program until all units are sold.
11. Proceeds from the purchase of the item will be calculated as Net Sales Price less returns and quantity discounts less item average cost + 100% mark up.

For example:

Item Cost = \$2.00. Item Retail Price is set at \$9.95.

For each unit sold, EN will retain \$2.00 (cost) + \$2.00 (100% markup) = \$4.00.

Partner will be given net proceeds (less cost, less markup) = \$5.95 per unit sold.

Option 3	_____ <i>Selected</i>	_____ <i>Partner (initials)</i>
	_____ <i>Not Selected</i>	_____ <i>EN (initials)</i>

Option 4: Partner Discount at EN locations

If selected, all Partner Members and Employees will be eligible to receive a 15% discount on their purchases at the EN location in which they are members. The purchaser must present an employee identification or business card with valid identification or Partner membership identification at the time of purchase to receive the discount. The Partner is responsible for providing proof of employment or membership to all Partner Members and Employees that wish to take advantage of the discount offer.



Option 4 _____ *Selected* _____ *Partner (initials)*
 _____ *Not Selected* _____ *EN (initials)*

This MOU may be terminated by either party with 30 days' prior written notice. The Partner understands that, should this MOU be terminated, EN may have quantities of the Partner items and new products in stock, and the Partner agrees to purchase back the items at cost or allow EN to continue sale of the items at retail for 120 days subsequent to the official date of termination of this MOU.

If you are in agreement with the terms of this MOU as documented above, please indicate so in the space below that has been provided for your signature.

We look forward to a successful future partnering to promote the public awareness and support for _____.

I have read this Memorandum of Understanding, and I fully understand and agree with the terms.

Eastern National Representative

Date

Partner Representative

Date



DISCOUNT POLICY

Effective January 1, 2017

Eastern National offers a discount on purchases at its sales outlets to the following:

Active EN employees will receive a **25%** discount. An employee discount card must be presented at the time of purchase in order to obtain the discount. *Please note: at non-RMS (manual register) locations, it is possible that 25% cannot be processed. At these locations, only 15% off will be valid. Please ask the Store Associate for more information.*

Use Discount Code: DISCEMPL, 25%

Active EN members will receive a **15%** discount. An EN membership card must be presented at the time of purchase in order to obtain the discount.

Use Discount Code: DISCENMEM, 15%

Park Volunteers will receive a **15%** discount on their purchases **at the site in which they work**. Park volunteers may need to be confirmed of their status through the VIP program.

Use Discount Code: DISCVOLT, 15%

Teachers receive a **15%** discount on their purchases at EN sales outlets. The teacher **must present a valid school identification card** to be eligible for the discount.

Use Discount Code: DISCTEACH, 15%

EN participates in a reciprocal discount program, through an agreement with the **Public Lands Alliance**. This entitles employees of member associations and friends' groups to receive a **15%** discount on their purchases at EN sales outlets. The purchaser must present an employee identification or business card with valid identification to receive the discount. For an updated list of eligible organizations, please refer to:

<http://publiclandsalliance.org/membership/current-members>

Use Discount Code: DISCCOOP, 15%

Members of not-for-profit Friends Groups that have a Partnership Agreement with Eastern National are eligible for a 15% discount **at the site in which they are members** of the Friends Group. Members must present a current, valid membership identification card at the time of their purchase. For a list of Friends Groups that have a Partnership Agreement with Eastern National, please consult your Eastern National Regional Manager.

Use Discount Code: DISCFRIEND, 15%

Current US Military that have the **Interagency Military Pass** will receive a **15%** discount on their purchases at EN sales outlets. The Interagency Military Pass must be presented at time of purchase. This pass is available to current UN military members and dependents in the Army, Navy, Air Force, Marines, Coast Guard, and Reserve and National Guard Members. The pass must be obtained in person at a Federal recreation site by showing a Common Access Card (CAC) or Military ID (Form 1173). For more information on how to obtain an Interagency Pass visit:

<https://store.usgs.gov/pass/military.html>.

Use Discount Code: DISCMILIT, 15%

PROOFING SHEET - PRODUCT MOCK UP

Customer: Friends of the Blue Ridge Parkway
Product: Custom Lapel Pin
Materials: Made in the USA
High Polished Gold or Silver
Butterfly Clutch Backing
Pin Size: 1" Wide x .75" High
Quantity: 200 pieces

Contact Name: Guy Incharge
Shipping Address: Fake Store name
20000 Fake Street
City, State ZipCode
Phone Number: 555-1212

Actual Size Shown

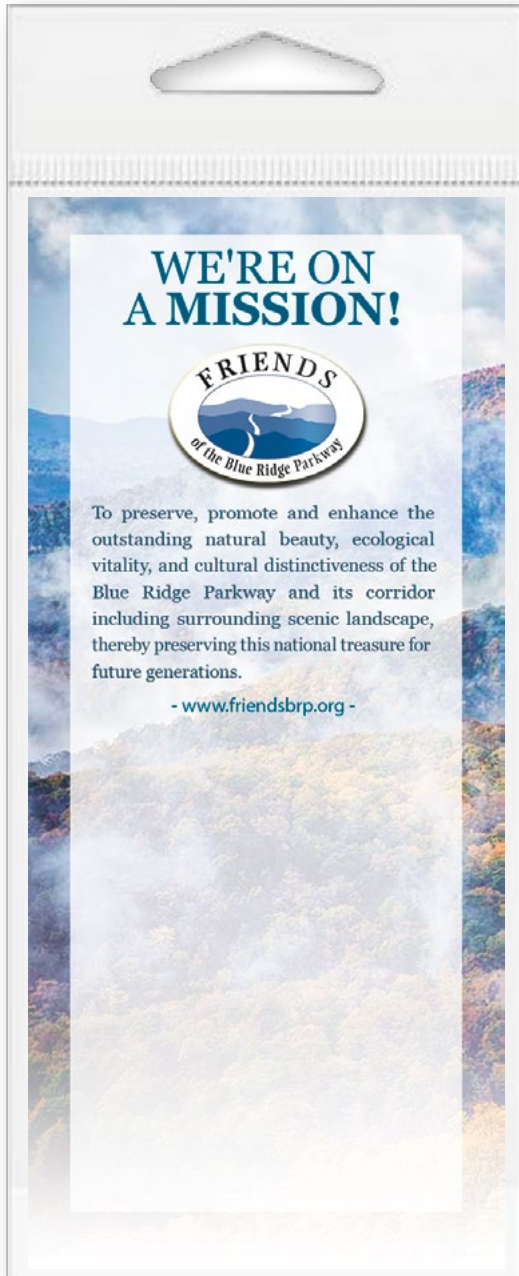


Product Mock up has been enlarged for your inspection. Please review the artwork and contact us if there are any errors.

Customer: Friends of the Blue Ridge Parkway
Packaging: Full Color Front and Back
 14 pt Uncoated Card Stock
 4" Wide x 9" High
 Crystal Clear Hanging Bags
 4 5/16" x 9 3/4" resealable flap



**Clear Acrylic
 3 Tier Display Case**



Front



Back



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