

**ADDENDUM TO FRIENDS OF THE BLUE RIDGE PARKWAY, INC.
CHAPTER HANDBOOK**

Adopted by the Board of Directors on and effective as of October 27, 2016.

The rules, requirements, and responsibilities of the Chapter, the Chair(s) of each Chapter, and each volunteer member of each Chapter include the following:

1. Take all actions that are reasonably necessary to insure that each of the Chapter volunteers fully and timely complies with each of the rules, requirements, and responsibilities set forth in the Handbook, including this Addendum.
2. In the event of a violation of any such rules, requirements, and responsibilities or of a breach of any obligation of the Chapter and its volunteers, promptly attempt to correct the violation or breach and promptly report the violation or breach to the Executive Director or their designee.
3. Fully and timely comply with all applicable federal, state, and local, statutes, ordinances, rules, and guidelines, including without limitation those statutes, ordinances, rules, and guidelines applicable to or related in any way to the National Park Service and the Blue Ridge Parkway.
4. Take those actions necessary to prevent one or more of its volunteers from the commission of an act in violation of any of such statutes, ordinances, rules, and guidelines.
5. In the event of a violation by the Chapter or a volunteer of the Chapter of any such statutes, ordinances, rules, and guidelines, to the extent reasonably feasible, promptly attempt to correct the violation and promptly report the violation to the Executive Director or their designee.
6. Consult with the Friends Office to evaluate and designate Chapter projects and roles of the Chapter and the Friends Office in completing those Chapter projects.
7. Comply with all applicable provisions of the Friends Agreement between Friends and the National Park Service, including without limitation, the requirements set forth in Attachment A-Intellectual Property, Attachment B-Donor Review Process, and Attachment C-Donor Recognition Plan. In the event of a violation by the Chapter or a volunteer of the Chapter of the Friends Agreement, to the extent reasonably feasible, promptly attempt to correct the violation and promptly report the violation to the Executive Director or their designee.
8. Comply with all applicable Bylaws, policies, rules, and directives established or issued by the Board, the Executive Committee, or by the Executive Director pursuant to any authority granted by the Board. In the event of a violation by the Chapter or a volunteer of the Chapter of the such applicable Bylaws, policies, rules, and directives, to the extent reasonably

feasible, promptly attempt to correct the violation and promptly report the violation to the Executive Director or their designee.

9. Fully and promptly report all funds received by the Chapter and all funds disbursed by the Chapter to Friends, safeguard all such funds from misuse or loss, insure that all such funds are used solely for the purpose for which they were received, unless a different use is authorized by the Executive Director, maintain accurate records and supporting documentation of all such funds received and disbursed by the Chapter, and, unless otherwise authorized by the Executive Director or her designee, fully and promptly return all unused funds of Friends to Friends within seven (7) business days of the completion of the activity for which such funds were received or such lesser or greater time as may be required by the Executive Director.

All funds received by the Chapter, whether directly from a donor or from Friends, are and shall remain the funds of Friends, notwithstanding the receipt or possession of such funds by the Chapter.

10. Safeguard all Friends property from misuse or loss, ensure that all such Friends property is used solely for the purposes for which it was provide to the Chapter by Friends, and promptly return all unused Friends property to Friends within seven (7) business days of the completion of the activity for which such Friends property was received, or such lesser or greater time as may be required by the Executive Director. "Friends property" shall means any and all property of any kind donated to Friends in kind or purchased with funds donated to Friends.

11. Unless otherwise authorized by the Executive Director or her designee, devote the full time and energy to the successful completion and all necessary funding of the Annual Work Plan that has been jointly developed by Friends and the National Park Service for the applicable year.

12. Prior to the commencement of any activity or event whose purpose is to obtain funds for an activity of the Chapter and its volunteers in fulfillment of the purpose and obligations of the Chapter, including without limitation, the application for grants and all fundraising efforts, submit a written plan of such activity or event to the Executive Director for comment and approval at least thirty (30) days prior to the anticipated commencement of such activity or event. No such activity or event may be commenced by the Chapter until such activity or event has been approved by the Executive Director or their designee.

13. In the event that an injury to any person or property occurs during any activity being conducted by the Chapter, promptly report such injury to the Executive Director or her designee. If such injury occurs during an activity within the boundaries of the Blue Ridge Parkway, also immediately report the injury to the National Park Service supervisor or contact assigned to the activity and provide all information requested by such National Park service personnel that is necessary for the reporting of the injury into the National Park Service Safety Management Information System. All chapter volunteers must complete a Volunteer Service Agreement (VSA) prior to doing work on the Blue Ridge Parkway.

14. Commit people, resources, and energy to the promotion of a supportive and collaborative relationship between the parties, in order to assist and support Friends in the

achievement and performance of its responsibilities under the Friends Group Agreement, which consists of the following:

- a. Support the mission of the National Park Service and Friends.
- b. Establish and maintain a collaborative relationship between each other and with the National Park Service, with the goal of accomplishing philanthropic projects and encouraging volunteer contributions.
- c. Promotion of the relationship between Friends and the National Park Service as a way of accomplishing mutual goals pursuant to the Friends 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.
- d. Increase partnering skills and management capacity and motivate and empower the National Park Service and Friends employees and board members to develop a supportive and collaborative culture for the benefit of the park resources and the public.
- e. Increase productivity and collective competency by building on successes and expanding capacities for future achievement.
- f. Commit energy, people and resources to goals of mutual interest, as identified in the Annual Work Plan.
- g. Respect the role that donors, volunteers, philanthropy, partner organizations (including friends groups), and National Park Service staff contribute to the achievement of the National Park System.
- h. Expedite decisions and agreements considered vital to the parties' mutual goals and to the Friends Agreement.
- i. Promote and utilize policies and best practices relating to philanthropy and donor appreciation in all activities related to this MOU, such as those expressed within the National Park Service Director's Order #21 on Donations and Fundraising (DO #21) and its Reference Guide; the Donor Bill of Rights (created by the Association of Fundraising Professional, the Association for Healthcare Philanthropy, the Council for Advancement and Support of Education, and the Giving Institute: Leading Consultants to Non-Profits).
- j. Submit all materials that are intended for public distribution and that refer to the partnership or each other, to one another for advance review and approval, except in circumstances where Friends and the National Park

Service have developed standard language that does not require approval beyond the initial approval.

- k. Insure that all proposed donations of funds and in-kind goods and services that are intended to be provided to the Blue Ridge Parkway meet Friends and National Park Service needs, requirements, and specifications.
- l. Be qualified to solicit and accept philanthropic contributions under applicable state and federal laws.
- m. 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.
- n. Ensure that fundraising costs for the “Identified Projects” described in the Annual Work Plan will not exceed 20% of funds raised and that any fundraising consultant or staff, if compensated, is paid a salary or flat fee, but not a commissions or percentage of funds raised.
- o. Prior to the commencement of any project on behalf of Friends, the Chapter shall timely submit and obtain approval by the National Park Service of a Volunteer Service Agreement for that project.

15. Not make or knowingly encourage another to make any public or private statement, whether written or oral, that could constitute disparagement of Friends, the National Park Service, any Chapter or volunteer, on any other person that may be considered to be derogatory or detrimental to such party.

16. Any information or data of any kind, financial or otherwise, about Friends, the Chapter, and the National Park Service that is not otherwise properly in the public domain (“Confidential Information”), was received in confidence. The term “Confidential Information” shall include, without limitation, all financial and organizational information, communications, and documents of Friends and the Chapter not otherwise in the public domain and is intended to be and shall be construed as broadly as possible and without limitation in complying with the provisions of this paragraph. No member of a Chapter is permitted to divulge, communicate, disseminate or disclose in any manner or means, except as may be required by law, use to the detriment of the other party, or misuse in any way, any Confidential Information in its possession or control. In the event that the Chapter, its Chapter Chairs, and/or its volunteers possess or come into possession of any such Confidential Information for any reason, such person shall take all actions reasonably necessary to protect the confidentiality of such Confidential Information, including without limitation, restricting other party’s access to such Confidential Information, and must promptly return or destroy such Confidential Information immediately upon the later of its receipt or the completion of the work of the Chapter for which such Confidential Information was obtained.

17. In the event of a dispute between members of a Chapter, between Chapters, or between a member or Chapter and Friends, the disputing parties must 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 Chapters of Friends are chartered by the Board of Directors of Friends pursuant to Article VII, Section 7 of the Bylaws of Friends, which requires each Chapter created by the Board of Directors to “conduct their affairs and programs in conformity and harmony with the Bylaws. Chapter Chair or Co-Chairs are intended to play an essential role in the success of Friends, each Chapter, and the projects they jointly support. Without the coordination of volunteers and the many other activities conducted by each Chapter, the Chapter Chairs, and the volunteers, Friends could not fulfill its purpose. In the role intended by the Board in the creation of each Chapter, the Chapter Chairs will be directly responsible for causing their Chapter and its volunteers to fully comply with the terms of Handbook, to fulfill its obligations to Friends and to the National Park Service under the Handbook and to further the achievement of the goals and purposes of the Chapter, Friends, and the National Park Service.