



**Ohio & Erie Canalway National Heritage Area
NPS Passport Program
MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this ___ Day of _____ by and between the Ohio & Erie Canalway Association on behalf of the Ohio & Erie Canalway National Heritage Area (hereinafter referred to as the "Program Provider") and _____ (hereinafter referred to as the "Program Participant".)

WITNESSETH

WHEREAS, the Ohio & Erie Canalway seeks to assist units of government, regional planning organizations, nonprofit organizations, and others in the preservation, interpretation, and development of the Ohio & Erie Canalway National Heritage Area, and has been appropriated federal matching funds for this purpose, under the Ohio & Erie Canalway National Heritage Corridor Act of 1996,

WHEREAS, the purpose of the Ohio & Erie Canalway National Heritage Area is to preserve and interpret for the educational and inspirational benefit of present and future generations the unique and significant contributions to our national heritage of certain historic and cultural lands, waterways, and structures within the 110-Mile Ohio & Erie Canalway National Heritage Area footprint,

WHEREAS, as an affiliated unit of the National Park Service (NPS) and working in partnership with Cuyahoga Valley National Park (CVNP), the Ohio & Erie Canalway National Heritage Area is intent on expanding and supporting NPS programs throughout its footprint, including the NPS Passport Program,

WHEREAS, the Program Participant has indicated their desire to participate in the Ohio & Erie Canalway NPS Passport Program as a registered Passport Stop in the Ohio & Canalway, effective this ___ Day of _____, _____ based on the Program Participant's Application, (hereinafter referred to as "Application.")

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Program Provider and Program Participant do hereby agree as follows:

1. Agreement – Program Participant & Program Provider Responsibilities:

- **Staff & Volunteer Training:** The Program Participant Venues will train both staff & volunteers to understand and be able to share the following information with Passport Stamp visitors:
 - **Connection:** Program Participant's relation to the Ohio & Erie Canalway National Heritage Area (NHA) story and the venue's place in NHA history.
 - **National Significance:** Understanding of the NPS Passport Stamp program - as a national tourism experience for National Park Service and NHA travelers.
 - **National Heritage Area Find Your Adventure Program:** Understanding of the Ohio & Erie Canalway's Find Your Adventure Program - using Passport Program stops as a way to travel through the Ohio & Erie Canalway to experience places of note in the region.
 - **The Program Provider** will provide training support, including printed materials, as needed.
- **Program Participant Costs:** The Program Participant understands that a "Passport Package" will need to be purchased and obtained directly through the NPS Passport Program vendor Eastern National. The current projected cost of the Passport Package, as defined by the Program Provider, is: _\$ 94.95 + Shipping and Handling for one stamp and station.

- **The Program Provider** will help ensure that the design of the stamp meets participant's requirements as well as NPS requirements.
- **Regular, Free, Year-Round Access:** The Program Participant will ensure that the stamp display will be available during regular hours of operations and located in a prominent location for ease of access.
 - In turnstile venues, the stamp display will be available to all visitors free-of-charge, i.e., no admission fees will be charged in order to obtain the Passport Stamp.
- **Passport Program Placement & Display:** The Program Participant will ensure the Passport Program stamp display is maintained in a neat/orderly manner, including: stamp, ink pad, Ohio & Erie Canalway and NPS collateral materials and (an optional) supply of Passport booklets.
- **Seasonal Venues:** A Program Participant operating in a venue only open seasonally, will identify and coordinate a substitute/intermediary location in near proximity for visitors/participants to receive the Passport Stamp(s) for that part of the week, month and/or year when the Program Participant Venue is closed. This may be a government, retail or other associated venue.
- **Program Provider Role - Collaborative Marketing Efforts – Social Media & Online:** The Program Provider will work with partners to create a dedicated website section on the NHA Visitor Website - ohioanderiecanalway.com. In addition, an annual Social Media Campaign will be created to spotlight the program and support visitor/resident engagement as outlined below:
 - **Social Media Campaigns** - A collaborative Social Media campaign designed to drive visitors to Passport Program locations is anticipated annually. All Program Participants will be invited to collaboratively participate in & share the program with their audiences.
 - **Online Content** - The NHA Visitor website - ohioanderiecanalway.com - will house the program. It will feature all Program Participants in a special Passport section on the site.
 - Program Participants will provide information that supports the visitor experience at the venue - including Address, Hours of Operation, Phone and website.
 - This information will be reviewed with the Program Provider annually and updated as need to reflect temporary and/or seasonal changes.
 - **Closure Notifications:** Program Participant Venues will proactively notify the Program Provider and provide operational/organizational updates regarding times/emergencies/etc. which may hamper the Program Participant's ability to effectively participate in the Passport Program, so this information can be made available to visitors on the designated web site - ohioanderiecanalway.com.2. Term:

This MOU will be effective when signed by both parties. The term of this Memorandum of Understanding shall be for seven years, beginning _____. This is a collaborative expansion of the National Park Service program. As there is no projected end date for the project, Program Provider will have the option to repeatedly extend participation in seven year increments, up to 99 years.

This MOU constitutes the entire agreement between the parties for its stated purpose, and no modification or addition will be valid unless signed by the parties and appended to this agreement

3. Program Participant information can be sent to the attention of:

Regional Canalway Passport Program
 Ohio & Erie Canalway National Heritage Area
 P. O. Box 609420
 Cleveland, OH 44109
 Phone: (216) 520-1825
 Email: tdonovan@canalwaypartners.com

4. Reporting:

The Program Participant agrees to provide the Ohio & Erie Canalway with Annual Activity Reports of its progress in carrying out the Passport Program - including a tally of visitors by quarter. The Ohio & Erie Canalway will, in turn, share these analytics with NPS. Program note: Standard Practice is keeping a Daily Tally, summarized by quarter.

5. Property and Equipment Purchases:

All items purchased by the Program Participant shall remain the property of the Program Participant unless the recipient defaults in the performance of the terms and conditions of this Memorandum of Understanding. If the recipient defaults in the performance of the terms and conditions of this Memorandum of Understanding, all property and equipment purchased by the recipient shall be retired from use and stored with the Canalway. The Program Participant shall provide for the security and safekeeping of all items obtained as a result of this Memorandum of Understanding.

6. Default/Termination:

Program Participant: Should the Program Participant wish to end their participation as a Passport Stop, 30-Day written notice to the Program Provider is required to allow removal of the information from visitor materials.

Online updates will be made as soon as possible.

Printed materials, as needed, will be updated at the next scheduled print run.

Ohio & Erie Canalway National Heritage Area: If it appears to the Ohio & Erie Canalway that the Program Participant has failed to perform satisfactorily any requirements of this Memorandum of Understanding, or if the recipient is in violation of any provision of this Memorandum of Understanding, the Ohio & Erie Canalway may declare the recipient in default and terminate the Memorandum of Understanding after providing the recipient with written notice.

In the event of default/termination, the Ohio & Erie Canalway is released from further obligations to the Program Participant.

7. Hold Harmless Indemnification:

The Program Participant, under this Memorandum of Understanding, agrees to indemnify and hold, the Ohio & Erie Canalway and all agents, representatives, or employees harmless from and against any and all losses, liabilities, penalties, damages, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Program Participant's negligent performance under this Memorandum of Understanding, and particularly, without limiting the foregoing caused by, resulting from, or rising, out of any act of omission on the part of the recipient in its negligent performance under this Memorandum of Understanding. The recipient shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

8. **Program Participant**
Organizational Name _____

Passport Stamp - Assigned Location Address:

Free Visitor Access to Passport Stamp: ____ Y ____ N

Venue Website: _____

Visitor Contact Phone: (_____) _____ - _____

By: _____

Title: _____ Date: _____

Program Provider
Ohio & Erie Canalway National Heritage Area
via The Ohio & Erie Canalway Association

Cleveland/Cuyahoga County
Canalway Partners
6801 Brecksville Road, Suite 185
Independence, OH 44131

OR

Summit, Stark and Tuscarawas Counties
Ohio & Erie Canalway Coalition
47 West Exchange Street
Akron, Ohio 44308

By: _____

Title: _____ Date: _____