

**APPENDIX B1. THE NPS/ATC DELEGATION AGREEMENT
(Revised in 2004)**

Agreement No. H050000002

**Cooperative Agreement
between the
National Park Service
Appalachian National Scenic Trail
and the
Appalachian Trail Conference**

Article I. Background & Objectives

This Cooperative Agreement is made and entered into between the Appalachian Trail Conference, hereinafter referred to as the ATC, and the United States of America, U.S. Department of the Interior, National Park Service, Appalachian National Scenic Trail, hereinafter referred to as the NPS.

Through this Agreement, the parties wish to work collaboratively to manage and protect the Appalachian National Scenic Trail and associated resources through the support of NPS' and ATC's Cooperative Management System, and recognize delegated responsibilities to partnering trail managing organizations.

Article II. Authority (Omitted)

Article III. Statement of Work

Both Parties Agree to perform their respective responsibilities as identified in the work areas below. In addition, each program under this Agreement will be further defined with more detail through modifications or task orders, including statements of work, and budgets developed cooperatively between the NPS and ATC, and approved by the key officials from each organization as identified in Article V. This primary Cooperative Agreement shows significant substantial involvement by the National Park Service as required by the Federal Grant and Cooperative Agreement Act of 1977. The level of substantial involvement for specific modifications or task orders may vary and may be implemented by the USDA Forest Service.

A. General Trail Management & Operations: General Trail management and operations refers to programs and tasks that are not specifically associated with one of the other specified work areas identified below. General Trail management and operations under this agreement shall include, but not be limited to, communication and collaboration; volunteer administration and capacity building within partnering organizations; program planning and evaluation; policy review and implementation; and research and presentation of findings and recommendations. The National Park Service and the Appalachian Trail Conference shall collaboratively perform general program related activities and provide general program support to ensure that existing and new programs achieve their full potential.

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1. Communication & Collaboration. Effective communication is a crucial component in the Cooperative Management System of the Appalachian Trail. Introducing, and promoting Trail management initiatives to our management partners and facilitating the education of interested external parties (e.g., land trusts, environmental groups, gateway communities, stakeholders, and donors) is critical to the preservation of the Trail and its associated resources. The development of guidelines, handbooks and planning documents is equally important in order for Trail management partners to carry out their responsibilities.

1.1 The NPS shall provide communication services such as, but not limited to, the following:

- a. Assist with the development and implementation of communication strategies.
- b. Share agency information as appropriate with the ATC to be disseminated to partners and the general public.
- c. Serve as liaison with agency partners to disseminate information.

1.2 The ATC shall provide communication services such as, but not limited to, the following:

- a. Develop and implement communication strategies.
- b. Coordinate communication and public relation initiatives internally and externally.
- c. Develop and prepare periodic newsletters, annual reports, and other publications.

1.3 Both parties shall provide communication and collaboration services such as, but not limited to, the following:

- a. Develop handbooks and publications as necessary and appropriate for various program areas.
- b. Develop and participate in partnerships with other agencies, universities, communities, and related organizations.
- c. Develop and maintain Web sites, and other communication services.
- d. Provide planning and support services for meetings, conferences, and training opportunities at the local, regional and Trail-wide levels.

2. Volunteer Administration & Capacity Building. The NPS and ATC jointly serve as a “volunteer center” for the Appalachian Trail by managing and supporting volunteer programs to enhance the tradition of volunteer stewardship of the Trail, as well as building capacity within the local Trail Clubs and other partners to be effective and sustainable volunteer-based organizations.

2.1 The NPS shall provide appropriate support to volunteers through the NPS Volunteers-in-Parks program on all federal and state lands associated with the Trail in cooperation with the USFS and the Volunteers-in-Forests program.

2.2 Both Parties shall provide volunteer administration and capacity building services such as, but not limited to, the following:

- a. Develop and promote volunteer recruitment, retention, motivation and recognition programs.
- b. Establish effective methods to track volunteer numbers, hours and value of services.
- c. Develop or provide for effective volunteer training and certification programs for both staff and volunteers.
- d. Promote organizational sustainability for Trail Clubs.

3. Planning & Evaluation. As new government initiatives and mandates require programs to be altered, or new programs to be developed, effective planning and evaluation is critical.

3.1 Both parties shall provide planning and evaluation services such as, but not limited to, the following:

- a. Program and project planning design and development.
- b. Preparation of workload, budget, and impact plans.
- c. Develop policy recommendations.
- d. Budget development.
- e. Evaluation of program operation and implementation issues.
- f. Development and utilization of tools for measurement, monitoring, and modeling.

B. Resource Management: The NPS and ATC are jointly involved in the process of inventorying and monitoring the natural and cultural resources of the Appalachian Trail, and are discovering a rich and expansive collection requiring analysis, and a broad array of management actions.

1. The NPS shall, at a minimum, undertake the following activities to support the Resource Management program:

- a. Coordinate with the NPS Northeast Temperate Network Inventory and Monitoring Program and other NPS resource program managers.
- b. Take the lead on remediation and restoration activities in the Palmerton Zinc Superfund Site.
- c. Assume the lead responsibility for preparation of the *Appalachian Trail Resource Management Plan*.
- d. Assume the leadership role in design of activities needed to control invasive and exotic species.

2. The ATC shall, at a minimum, undertake the following resource management activities:

- a. Coordinate on-the-ground management activities needed to protect occurrences of rare, threatened, and endangered species, historic properties, and other natural, cultural, and aesthetic resources.
- b. Coordinate volunteer participation in the Appalachian Trail natural-heritage site-

- monitoring program and corridor monitoring program.
 - c. Continue development of the Appalachian Trail Environmental Monitoring Initiative.
 - d. Assist with coordination and implementation of activities needed to control invasive and exotic species.
3. Both Parties shall:
- a. Respond, as appropriate, to developments (including pipelines, powerlines, communication towers, highways, and residential, commercial, and industrial developments) that may affect the Appalachian Trail.
 - b. Develop state-by-state inventories of rare, threatened, and endangered species, cultural resources, and other resources on Appalachian Trail lands.
 - c. Plan for and carry out management actions and programs as necessary to protect, enhance, and ensure the continued viability of natural, cultural, and aesthetic resources along the Appalachian Trail.
 - d. Provide GIS and data management support to resource management activities.

C. Facility Use & Management: The majority of the primary assets associated with the Appalachian National Scenic Trail, including more than 2,200 miles of treadway and 180 overnight sites, have been, and continue to be, planned, designed, constructed, managed, and maintained by the Appalachian Trail Conference and affiliated Trail Clubs. ATC and the Clubs also provide assistance in the planning, design, maintenance and management of other Trail assets including major bridges, parking lots, and buildings.

1. The NPS shall, at a minimum, undertake the following activities:
- a. Conduct or provide for all required compliance actions necessary for the construction and maintenance of Trail related assets.
 - b. Assist in the planning and design of new Trail assets.
 - c. Assist in the planning and prioritization of Trail maintenance projects.
 - d. Address boundary encroachments as identified by the ATC staff and volunteers.
 - e. Maintain a facility management database as required by the NPS.
 - f. Allow use of retained structures by the ATC and affiliated Trail Clubs as appropriate.
 - g. Provide for the management and maintenance of dams and other assets as appropriate within the trail corridor.
2. The ATC shall, at a minimum:
- a. Provide for the management and maintenance of the Trail's treadway, overnight sites, open areas, exterior corridor boundary, access control, bridges, trail related structures, excess buildings, parking lots, water systems, and other Trail assets.
 - b. Assure retained structure utilities are maintained and paid for on a regular scheduled basis.
 - c. Assist in the planning, design, and construction of new Trail assets.
 - d. Conduct condition assessments of Trail related assets on a regular periodic cycle.
 - e. Compile and maintain a comprehensive database of Trail assets.

3. Both Parties shall:
 - a. Develop and support appropriate assessment tools and techniques for evaluating the condition of the trail and trail related assets.
 - b. Establish trail and facility construction and maintenance standards and guidelines.
 - c. Provide training and technical assistance to staff and volunteers in support of constructing and maintaining trail assets.

D. Information, Interpretation, Education & Outreach: The ultimate goals of providing information, interpretation, education and outreach programs for the Appalachian Trail are to provoke our audiences to have safe and enjoyable experiences, to care *about* the Trail, and to offer them opportunities to care *for* the Trail. In addition, these programs will increase public sensitivity, awareness of, and appreciation for, the Trail, its resources, and its caretakers. The means to fulfill these goals include but are not limited to the following:

1. The NPS shall at a minimum undertake the following activities:
 - a. Provide materials, training, and personnel as appropriate and available to assist with the planning, design and implementation of informational materials, interpretive, educational, and outreach programs, and media.
 - b. Provide the NPS unigrid map of the Appalachian Trail as funds are available.
 - c. Support the development of visitor services and facilities through partnerships.
2. The ATC shall at a minimum undertake the following activities:
 - a. Support ridgerunner and caretaker programs Trail-wide as appropriate.
 - b. Develop informational materials such as, but not limited to, guidebooks and maps of the Trail.
 - c. Develop and maintain visitor center facilities as appropriate.
 - d. Conduct interpretive programs and organized hikes on the Trail based on the availability of staff and volunteers.
 - e. Build capacity within the ATC, Trail Clubs, and other partners to conduct interpretation, education and community outreach programs.

E. Technical Program Support: Technical programs in support of Trail management include Geographic Information Systems, use of Global Positioning Systems, associated databases, Web sites, and IT support and training. These programs can be adapted and new programs developed as a result of a perceived need or new technology, and as a result of audits and evaluations.

1. Both parties will provide general support and training in technical program areas including but not limited to:
 - a. Identify procedures and methodologies for managing and linking Trail management data and information.
 - b. Share appropriate Trail management data, information, knowledge and resources as appropriate.
 - c. Provide appropriate training for staff and volunteers.

Article IV. Terms of Agreement

This agreement shall become effective on the date of final signature. This Agreement shall expire ten years from the effective date, unless terminated earlier in accordance with Article IX.

Prior to the expiration of this Agreement, modifications may be proposed by either party at any time and will become effective upon written approval of all parties.

In accepting this Agreement, as evidenced by signature below, ATC agrees to comply with the Office of the Secretary regulations located at 43 CFR 12, which incorporate the Office of Management and Budget Circulars specified below, together with the terms and conditions stipulated herein. The terms and conditions of this Agreement shall be extended to contractors. The applicable Circulars are: A-110 (Uniform Administrative Requirements), A-122 (Cost Principles), and A-133 (Audit Requirements).

Non-profit organizations and subrecipients, such as partner trail clubs and sub-contractors that provide oversight of projects are subject to 43 CFR 12 Subparts D, E, and F. The funds may be considered subawards under OMB Circular A-122, as applied to an approved indirect cost rate.

Article V. Key Officials

The key officials specified in this Cooperative Agreement are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

For the National Park Service:

Park Manager
Appalachian National Scenic Trail
Harpers Ferry Center
Harpers Ferry, West Virginia 25425
304-535-6278

Alternate Official:

Outdoor Recreation Specialist
(see address and phone number above)

For ATC:

Executive Director
Appalachian Trail Conference
P.O. Box 807
Harpers Ferry, West Virginia 25424
304-535-6331

Alternate Official:

Director of Finance & Administration
(see address and phone number above)

Article VI. Award, Payment/Invoices (Omitted)

Article VII. Reports

Specific projects or activities for which funds are advanced shall be tracked and reported by submittal of Standard Form 272, Federal Transaction Report and annually submittal of Standard Form 269, Financial Status Report, as outlined in OMB Circular: A-110 and 43 CFR 12.

ATC shall provide an annual written evaluation of the program activity prior to April 1 of each year, to the NPS key official identified in Article V above. The evaluation shall include descriptive information of program activity from the previous year, a summary of park unit and partner participation, and recommendations for future program activity.

Article VIII. Property Utilization and Disposition

All tools, equipment, and facilities furnished by the NPS shall be on a loan basis only. Tools, equipment, and facilities shall be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in OMB Circular: A-110 and 43 CFR 12 apply to this Agreement.

Article IX. Termination

This Agreement may be terminated only in accordance with OMB Circular: A-110 and 43 CFR 12.

Article X. Required and Special Provisions

- 1) **NON-DISCRIMINATION:** (Omitted)
- 2) **CONSISTENCY WITH PUBLIC LAWS:** (Omitted)
- 3) **APPROPRIATIONS** (Anti-Deficiency Act, 31 U.S.C. § 1341):
This Agreement and the obligations of the Service hereunder shall be subject to the availability of funding and nothing contained herein shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year, or to involve any Federal agency in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 4) **OFFICIALS NOT TO BENEFIT** (41 U.S.C. § 22): (Omitted)
- 5) **LOBBYING PROHIBITION:** (Omitted)

6) LIABILITY:

ATC shall be fully responsible for the acts and omissions of its employees connected with the performance of this Agreement. ATC, in furtherance of and as an expense of this Agreement, shall:

(a) Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000), per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the ATC shall provide the NPS with confirmation of such insurance coverage.

(b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person, organization, or employees.

(c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, or employees.

7) MINORITY BUSINESS ENTERPRISE DEVELOPMENT (Executive Order 12432):
(Omitted)

8) ADVERTISING AND ENDORSEMENTS: (Omitted)

9) PUBLICATIONS OF RESULTS OF STUDIES:

No party shall unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

10) ACCESS TO RECORDS: (Omitted)

XI. Attachments and Appendices
(Omitted)

XII. Signatures

Appalachian Trail Conference

Signature: _____

Name: Brian T. Fitzgerald

Title: Chair, Board of Managers

Date: _____

National Park Service

Signature: _____

Name: Pamela Underhill

Title: Park Manager

Date: _____

Appalachian Trail Conference

Signature: _____

Name: David Startzell

Title: Executive Director

Date: _____

National Park Service

Signature: _____

Name: Cheryl Drake

Title: Contracting Officer

Date: _____

Appalachian Trail Conference

Signature: _____

Name: Richard Hays

Title: Director, Finance & Administration

Date: _____

**MEMORANDUM OF UNDERSTANDING
for the
APPALACHIAN NATIONAL SCENIC TRAIL
between the
NATIONAL PARK SERVICE
and the
APPALACHIAN TRAIL CONFERENCE**

ARTICLE I. BACKGROUND AND OBJECTIVES

The Appalachian Trail is a way, continuous from Katahdin in Maine to Springer Mountain in Georgia, for travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. Conceived in 1921 and initially completed in 1937, the Appalachian Trail was designated as a National Scenic Trail with the passage of the National Trails System Act in 1968 [82 Stat. 919, as amended]. By law, overall responsibility for administration of the Appalachian National Scenic Trail rests with the Secretary of the Interior and is carried out by the National Park Service.

Since 1925, the Appalachian Trail Conference has facilitated the construction, development, preservation, maintenance, and management of the Appalachian Trail and played a leadership role in defining policies and practices to ensure its proper protection and care. Further, the Conference and its Trail-maintaining clubs have operated, developed, and maintained the Trail under the auspices of a series of formal agreements with the National Park Service and other agencies since 1970. In 1984, the National Park Service and the Appalachian Trail Conference signed a landmark Delegation Agreement, under which the National Park Service delegated certain management responsibilities to the Appalachian Trail Conference for National Park Service-acquired lands outside existing National Park boundaries. Similar agreements patterned after this agreement have since been signed by the Conference and many other state and federal agencies.

In 1981, the National Park Service completed a *Comprehensive Plan for the Appalachian National Scenic Trail*, which established the framework of a “Cooperative Management System,” a unique partnership arrangement between public and private groups involved in management of the Trail. The *Comprehensive Plan* is supplemented by “local management plans,” which provide more specific policy and program direction for each section of the Appalachian Trail, and by “memoranda of understanding,” which provide clear understandings of the roles and responsibilities of each management partner. Through these various agreements, Trail-management responsibilities are divided between volunteer organizations and governmental agencies. Together, these documents and agreements formalize and strengthen the traditional volunteer-based system of Trail stewardship.

This Memorandum of Understanding is entered into for the purposes of: (1) reaffirming the pioneering partnership that exists between the National Park Service and the Appalachian Trail Conference in the administration of the Appalachian National Scenic Trail; (2) delegating significant management responsibilities of the National Park Service to the Appalachian Trail

Conference for lands the National Park Service has acquired to protect the Appalachian National Scenic Trail; and (3) ensuring the cooperative protection and management of the Appalachian Trail through implementation of the *Comprehensive Plan for the Appalachian National Scenic Trail*.

The Parties to this Memorandum of Understanding are:

1. United States Department of the Interior, National Park Service, Appalachian National Scenic Trail, hereinafter referred to as the NPS; and
2. the Appalachian Trail Conference; hereinafter referred to as ATC.

The above listed Parties formally agree hereby to work together cooperatively in the administration and management of the Appalachian National Scenic Trail. This Memorandum of Understanding supersedes pre-existing understandings between these Parties and serves to describe general understandings and working relationships between NPS and ATC. This memorandum is being signed concurrently with a Cooperative Agreement between the same Parties, which includes more specific statements of work and which takes precedence over this Memorandum of Understanding with respect to all work performed under that Agreement.

ARTICLE II. AUTHORITY (Omitted)

ARTICLE III. EXCLUSIONS (Omitted)

ARTICLE IV. STATEMENT OF WORK (Responsibilities of each Party)

The National Park Service, Appalachian National Scenic Trail, Agrees:

1. To provide overall administration, coordination, and oversight of the Appalachian National Scenic Trail as directed by Congress, with an emphasis on ensuring Trailwide consistency of management operations, development and maintenance standards, and conformance with applicable laws, regulations, and policies.
2. To continue to be responsible for all matters pertaining to the Appalachian National Scenic Trail that are not delegated to other parties.
3. To delegate to the Appalachian Trail Conference management responsibilities for lands, including easements and other less-than-fee interests in land, that have been acquired by the National Park Service for protection of the Appalachian National Scenic Trail outside of other existing units of the National Park System. Said lands are described in the National Park Service's Management Information System, and are further described in deeds and other pertinent materials provided to the Appalachian Trail Conference.
4. To carry out non-delegated responsibilities on these National Park Service-administered lands, which include, but are not limited to, law enforcement, transfers of title or use and occupancy to all lands, authority to relocate the Trail corridor, land acquisition on behalf of the United States, boundary survey, approvals for removal of structures, preparation of

compliance documents required by the National Environmental Policy Act, and such other responsibilities as may be negotiated on a case-by-case basis. Certain responsibilities, such as management of natural and cultural resources, or negotiation of agreements and understandings with states and other Trail-management partners, will be carried out collaboratively with the Appalachian Trail Conference.

5. To provide oversight review and approval of all Local Management Plans developed by Appalachian Trail-maintaining clubs and promulgate Public Use Limits or Closures recommended in those plans as provided for in 36 CFR 1.5.
6. To provide Volunteer in the Parks status, in accordance with the Volunteer in the Parks Act of 1969, to individuals and organizations participating in activities pursuant to this Memorandum of Understanding.
7. The Primary Official to be contacted is:

Park Manager,
Appalachian National Scenic Trail
Harpers Ferry Center
(deliveries: Third Floor, Civil War Story Building)
Harpers Ferry, WV 25425
Phone: 304-535-6278 Fax: 304-535-6270

The Appalachian Trail Conference Agrees:

1. To accept the National Park Service's delegation of management responsibilities for management of the Appalachian Trail and National Park Service-acquired lands. Certain responsibilities, such as management of natural and cultural resources or negotiation of agreements and understandings with states and other Trail-management partners, will be carried out collaboratively with the National Park Service.
2. To serve as guarantor that the Appalachian National Scenic Trail and National Park Service-acquired lands are managed satisfactorily, according to National Park Service policies and the Appalachian Trail Conference's Bylaws, Constitution, and Board-adopted policies and Trail standards, which are described in the Appalachian Trail Conference's *Local Management Planning Guide* and *Trail Design, Construction, and Maintenance*. With the concurrence of the National Park Service, said documents may be amended from time to time to reflect experience and changing Trail conditions.
3. To redelegate day-to-day responsibilities for operations, construction, management, and maintenance for designated sections of the Appalachian Trail to Trail-maintaining clubs.
4. To ensure that all Appalachian Trail Conference and Trail-maintaining club management activities on National Park Service-administered lands are in conformance with the statutory provisions of federal laws and regulations.

5. To serve in an advisory role to the Appalachian Trail-maintaining clubs and, as necessary, provide backup support to these clubs in carrying out day-to-day operational responsibilities.
6. To provide technical assistance to Appalachian Trail-maintaining clubs in all Appalachian Trail-related program areas, including, but not limited to, the preparation of Local Management Plans, review of said plans to ensure conformance with National Park Service and Appalachian Trail Conference policies, and assistance to Appalachian Trail-maintaining clubs in implementing the operational aspects of approved plans.
7. To the extent authorized by the Appalachian Trail Conference Board of Managers, to provide technical and financial assistance to the Appalachian Trail-maintaining clubs in the development and maintenance of the Trail, for public information and education, and for monitoring and management of NPS lands acquired for protection of the Appalachian Trail.
8. The Primary Official to be contacted is:

Executive Director Appalachian Trail Conference P.O. Box 807 799 Washington Street Harpers Ferry, WV 25425 Phone: 304-535-6331 Fax: 304-535-2667	or	Director of Conservation Appalachian Trail Conference P.O. Box 807 799 Washington Street Harpers Ferry, WV 25425 Phone: 304-535-6331 Fax: 304-535-2667
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Both Parties Agree:

1. To meet regularly together to develop work plans and coordinate all activities needed to protect and manage the Appalachian National Scenic Trail.
2. To meet as necessary to review the terms of this agreement, review each Party's contributions to A.T. management, and review any and all other matters pertaining to the Appalachian National Scenic Trail that may be of concern to either Party.
3. To provide, to the extent feasible, technical and financial assistance for capital improvements, such as parking areas, shelters, foot bridges, and other management needs associated with the development, administration, and maintenance of the Trail and related resources; provided, said financial assistance is subject to the terms of Required Clause #3 of this document, and must be done by separate instrument agreed to by both Parties.
4. To provide, to the extent feasible, technical and financial assistance for the inventory and protection of significant natural, cultural, and scenic resources along the Appalachian National Scenic Trail; provided, said financial assistance is subject to the terms of Required Clause #3 of this document, and must be done by separate instrument agreed to by both Parties.

5. To promote public awareness of the Trail as opportunities arise, and assist in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian National Scenic Trail.
6. To promptly inform each other of all proposals for major changes in policies, programs, or projects that may impact the Appalachian National Scenic Trail.
7. To inform each other immediately (or within 24 hours) of any major emergency or controversial event occurring on Appalachian Trail lands, regardless of land ownership.

ARTICLE V. TERM OF AGREEMENT

This Memorandum of Understanding will be effective and remain in force for a period of ten (10) years, from the date of signing by both Parties. Approximately six months prior to its expiration, all parties will review this Memorandum and determine if it should be renewed, modified, or terminated.

ARTICLE VI. TERMINATION

This Memorandum of Understanding may be terminated by either Party by providing sixty (60) days written notice to the other Party.

ARTICLE VII. MODIFICATION

This Memorandum of Understanding may be modified or amended in whole or in part, at any time, by the mutual written consent of both Parties. Modifications may be proposed by either Party in writing to the other, but normally will be presented to the other Party prior to their renewal meeting and will be considered for adoption at that meeting.

ARTICLE VIII. REQUIRED CLAUSES (Omitted)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on the date indicated below.

 Park Manager, Appalachian National Scenic Trail
 National Park Service, U.S. Department of the Interior

 Date

 Executive Director
 Appalachian Trail Conference

 Date