

**PHILANTHROPIC SUPPORT AGREEMENT**  
Between the  
**NATIONAL PARK SERVICE,**  
**THE WHITE HOUSE AND PRESIDENT'S PARK**  
And the  
**EXECUTIVE RESIDENCE AT THE WHITE HOUSE,**  
**EXECUTIVE OFFICE OF THE PRESIDENT**  
And the  
**THE TRUST FOR THE NATIONAL MALL**

This Philanthropic Support Agreement (Agreement) is entered into between the National Park Service (NPS), a Bureau of the U.S. Department of the Interior (DOI), the Executive Residence at the White House (EXR), a component of the Executive Office of the President (together, the Federal Parties), and The Trust for the National Mall (the Partner) (collectively, the Parties) to provide the legal and policy framework supporting the achievement of mutual goals and funding needs for the East Wing Modernization and State Ballroom project at the White House and President's Park (the Park).

The NPS recognizes both private and corporate philanthropy as noble traditions for the establishment and support of national parks and vital elements of the success of today's National Park System. A number of national parks exist because motivated citizens contributed time, talent, and funds to create them. Gifts of land or easements have helped establish or enlarge many parks. Corporate sponsorships have helped meet park needs and helped launch NPS Centennial initiatives. Philanthropic support helps fund park and visitor center improvements, youth programs, cultural preservation, resource management and other vital programming. Philanthropy offers people opportunities to participate actively in the creation and care of their national parks in the 21st century. The NPS embraces philanthropic support as a key strategy for stewardship of the parks and programs entrusted to our care. The NPS and partners promote partnerships as a way to accomplish mutual goals, leverage resources, increase productivity and collective competencies, and nurture a supportive and collaborative culture for the benefit of parks and the public.

**I. Background**

The NPS is charged with the responsibility to administer the National Park System, which contains areas and programs reflecting the natural, cultural, and historical heritage of the Nation. The NPS mission is to preserve and manage these areas and programs for the benefit and inspiration of all the people of the United States and to cooperate with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The White House and President's Park (Park) serve as a private residence, the official workplace of the President, a museum, and a national park. Every president except George Washington has

called the White House and its surrounding grounds his place of work, rest and solitude. Recognizable around the world, the White House stands as a symbol of democracy. The NPS administers the Park pursuant to the NPS Organic Act, 54 U.S.C. 100101 et seq., and works with components of the Executive Office of the President (including, in particular, the Executive Residence at the White House), the White House Military Office, the U.S. Secret Service, and the U.S. General Services Administration, to ensure both the preservation and use of one of the most recognized houses in the world and its grounds included within the Park.

The Executive Residence at the White House provides for the use of the White House and its grounds as the official home of the President and his family, supports the official ceremonial functions of the President, and works with the NPS and other entities to promote the preservation and public appreciation of the White House and its contents.

The Trust for the National Mall is a 501(c)(3) nonprofit, nonpartisan, partner of the National Park Service dedicated to the restoration and educational enrichment of the National Mall and the White House and President's Park. The Trust's office is located at 1717 Pennsylvania Avenue, NW, Suite 250, Washington, D.C. 20006. The Trust is a philanthropic partner for the Park pursuant to a 2020 Philanthropic Partnership Agreement between the Trust and the NPS (2020 PPA). The Parties have successfully collaborated on multiple projects in the Park, including the construction of the Tennis Pavilion, the 2019 Rose Garden improvements, and the 2025 Rose Garden improvements.

The Comprehensive Design Plan for the White House and President's Park (2000) identified the need for expanded event space to address growing visitor demand and provide a venue suitable for significant events. Successive administrations have recognized this need as an ongoing priority. The President of the United States has set a priority to modernize the East Wing of the White House and East Colonnade (together the East Wing) and to construct a state ballroom to host official functions (collectively, the Project). The Project will directly benefit the American people by expanding the White House's ability to host large indoor events, celebrate America's history through new interpretive opportunities, and create a symbolic space for events of national importance, reinforcing shared civic identity and pride. The Parties wish to work together to secure donated funds to construct and otherwise support the Project.

## **II. Legal Authority**

The NPS enters into this Agreement pursuant to 54 U.S.C. § 100101 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission; 54 U.S.C. §101101, which authorizes the NPS to accept donations of land, buildings, or other property within a system unit and money that may be donated for the purposes of the System and includes the authority to identify donors and solicit donations; Section 1 of Public Law 87-286 (3 U.S.C. § 110 note), which directs the NPS to administer the President's Park enclosure pursuant to the NPS Organic Act and all other Acts supplementary thereto, and 54 U.S.C § 101701, which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects.

EXR enters into this Agreement pursuant to the first section of Public Law 87-286 (3 U.S.C. § 110 note), which provides for the President to use and occupy the buildings and grounds of the

White House as the home of the President and his or her family; 3 U.S.C. 105(d), which provides for the President to repair, alter, and improve the Executive Residence; and provisions of annual appropriations Acts, e.g., title II of division B of the Further Consolidated Appropriations Act, 2024 (Public Law 118-47).

### **III. Responsibilities of the Parties**

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

#### **A. Joint Responsibilities of the Parties. The Parties shall:**

1. Respect the roles that donors, volunteers, philanthropic partners, and NPS staff play in achieving goals and fulfilling the mission of the National Park Service and the Park.
2. Expedite decisions and agreements considered vital to the Parties' mutual goals with respect to the Project.
3. Resolve any issues that arise as expeditiously as possible.
4. Consult with one another prior to making any statements to the media or any public news outlet about the Project or about the respective roles of each of the Parties with regard to the Project.
5. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization or within the government.
6. Promote and utilize best practices relating to philanthropy in all activities related to this Agreement, such as those expressed within NPS Director's Order 21 (DO 21) on Donations and Philanthropic Partnerships, and Reference Manual 21, as well as the Donor's Bill of Rights which is available at: <http://www.afpnet.org/Ethics/EnforcementDetail.cfm?ItemNumber=3359>.
7. Follow applicable laws and regulations with respect to donor recognition, including those found in section 3054 of Public Law 113-291; 36 CFR 5.1; and, Attachment A.
8. Preserve the anonymity and privacy of any donor who wishes to remain anonymous, to the maximum extent practicable consistent with law.
9. Agree that the Partner may retain an administrative fee of 2.5% of the first \$200 million in cash donations (or donations of other assets that can be liquidated) received by the Partner under this Agreement (i.e., up to \$5 million); after the first \$200 million in donations have been received and

processed, the Partner's administrative fee for any additional donated amounts received and processed by the Partner under this Agreement will be 2% of any such amounts. Following completion of the Project as determined by EXR, the Parties shall determine the appropriate use of any excess funds in accordance with any applicable legal requirements.

10. Agree that the Partner will transfer funds from the donations received by the Partner under this Agreement to the Federal Parties, as appropriate, to be used for the payment of costs in support of the Project upon receipt of a written request, including a description of products and/or services and costs, for such funds. The Partner will not be requested to transfer funds in advance of actual receipt and availability of such funds for transfer.

B. **Responsibilities of the NPS.** The NPS shall:

1. Authorize the Partner to accept donations in an amount sufficient to cover all costs to complete the Project as determined by EXR.
2. Provide guidance and assistance to the Partner, on request, to help them meet applicable requirements of DO 21 and other laws and regulations that relate to the acceptance of donations in furtherance of the Project.

C. **Responsibilities of EXR:** EXR shall:

1. Identify potential donors for the Project on behalf of the NPS.
2. Refer potential donors to the Partner and communicate their contact information to the Partner, including whether the potential donor wishes to donate anonymously.
3. Timely provide information requested by the Partner to fulfill the Partner's responsibilities under this Agreement.

D. **Responsibilities of the Partner:** The Partner shall:

1. Establish and maintain a collaborative relationship with the EXR and the NPS (Federal Parties) in order to manage and process donations to support and fund the completion of the Project.
2. Be qualified to make and accept philanthropic donations for the Project under applicable state and federal laws and follow all state/federal requirements before making or accepting such donations.

3. Review proposed donations of funds to ensure that they meet NPS needs, requirements, and specifications consistent with the standards in DO 21 Section 5 (Donor Review) and the Donor Review Process (Attachment A). Notwithstanding Sections 5.1 and 5.4 of DO 21, the Partner is responsible for vetting all indirect donations irrespective of amount and may accept donations from companies that produce or distribute alcohol and/or tobacco.
4. Enter into donation or gift agreements with all potential donors in advance of receipt of funds and work with donors to ensure that their donation is properly documented.
5. Submit any materials that are intended for public distribution and that refer to the Federal Parties, the Project, or this Agreement to the Federal Parties for advance review and approval.
6. Conform to industry standards of best practices and ethics related to philanthropic activities and corporate social responsibility, as well as applicable local, state, and federal government laws and regulations.
7. Ensure that the Partner's Articles of Incorporation or State Operating Agreement (Attachment E to the 2020 PPA) and bylaws (Attachment F to the 2020 PPA) are consistent with the terms of this Agreement, and that it maintains its tax-exempt status consistent with the determination letter from the Internal Revenue Service (Attachment G to the 2020 PPA).
8. Maintain the anonymity of Project donors to the extent provided by law and not publicly recognize any such donor unless explicitly authorized in writing by EXR.
9. Not solicit any donor that was referred to the Partner as part of the Project for any other project, unless the Partner has a preexisting relationship with the donor or the donor initiates contact with the Partner and makes independent inquiries about other projects.

#### IV. Term

Unless earlier terminated in accordance with Article V.A, this Agreement shall remain in effect until receipt of all donations pledged and a decision is made by the Parties on the appropriate use of the excess funds after final disbursements for the Project.

#### V. Termination and Disposition of Assets

##### A. Termination

1. Any Party may terminate this Agreement for any reason by giving advance written notice to the others. 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. Any Party may immediately terminate this Agreement for a material breach of this Agreement by another Party. In this event, this Agreement shall terminate upon the breaching Party's receipt of a written Notice of Termination for Breach. Alternatively, the non-breaching Party may 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, no 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**

Upon the termination or expiration of this Agreement or cessation of the operations of the Partner for any reason and subject to the applicable laws pertaining to the State in which the Partner was incorporated, those funds held "for the benefit of the NPS" (defined within Article VII, Clause F), including all interest and earnings thereon (excluding any administrative fees which the Partner is entitled to retain under this Agreement and any accrued interest on such administrative fees), and all in-kind contributions held "for the benefit of the NPS", shall be transferred to the NPS 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 Partner from satisfying allowable outstanding obligations and legal requirements reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

**VI. Insurance**

Insurance requirements shall be governed by the 2020 PPA between the Partner and the NPS.

**VII. Financial Matters**

- A. In General. The Partner shall maintain proper financial management procedures, accounting records, and reporting, shall provide certain information to NPS, and shall submit to applicable inspections or audits consistent with the terms of the 2020 PPA between the Partner and the NPS. The NPS will maintain proper internal controls as required by the Office of Management and Budget's (OMB)

Circular A-123 to ensure proper handling and expenditure of donated funds provided by the Partner.

- B. Definition of "For the Benefit of the NPS." "for the benefit of the NPS" means donations of money (including interest and earnings thereon) and/or in-kind donations that were solicited for the express or implied purpose of using them, whether in whole or in part, to support the NPS, or the NPS's projects, programs or resources, including the Project.
- C. Anonymity. Any audit related to this Agreement must preserve the anonymity and privacy of any donor who wishes to remain anonymous, to the maximum extent practicable, consistent with law.

**VIII. Key Officials and Notices**

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

**For the NPS:**

John Stanwich  
National Park Service Liaison to the White House  
Office of the NPS Liaison to the White House  
1849 C Street NW  
Washington DC 20240  
Phone: (b)(6)  
Fax: (b)(6)  
E-Mail: (b)(6)

**For Executive Residence at the White House:**

Joshua Fisher  
Assistant to the President and Director of Management & Administration  
Director of the Office of Administration  
1650 Pennsylvania Avenue  
Washington, DC 20502  
E-Mail: (b) (6)

**For the Partner:**

Cindy Willmann  
Chief Operating Officer  
Trust for the National Mall  
1717 Pennsylvania Avenue NW, Ste. 250  
Washington, DC 20006  
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.

**IX. Standard Clauses.**

- 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, executive orders, or policies prohibiting such discrimination. Should any Party enter into any contract to carry out the activities pursuant to this Agreement, such Party will include a term requiring the other party to such contract to certify that it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
- B. Federal Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, EXR, or the United States to any current or future expenditure of funds in excess or 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 Department of the Interior, EXR, or the United States to spend funds on any particular project or purpose, even if funds are available.

- C. Limitations on Lobbying. Consistent with 18 U.S.C. § 1913, to the extent that the Partner 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, or to donate funds for these purposes, the Partner agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally-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 Laws whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed in any way as impairing the authority of the Federal Parties to: (i) supervise, regulate, and administer their property under Laws and management plans or policies as they may be modified from time-to-time; or, (ii) be inconsistent with, or contrary to, the purpose or intent of any Act of Congress.
- E. Disclaimers of Endorsement. The Parties 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 Department of the Interior, EXR, NPS, Partner, or any EXR, NPS or Partner employee, or member of the First or Second Family endorses any business, brands, goods or services.
- F. Merger. This Agreement 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 all Parties.
- 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. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. 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 or electronic 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, or to any benefit to arise thereupon.
- L. No Agency. The Partner is not an agent or representative of the United States, the Department of the Interior, the NPS, or EXR, nor will the Partner represent itself as such to third parties. EXR employees, NPS employees, representatives of the United States and the Department of the Interior are not agents of the Partner 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, general or limited partnership or joint venture as between the Partner and the NPS.
- M. Non-Exclusive Agreement. This Agreement in no way restricts either the Parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 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 Laws.

- 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." This Agreement shall not be construed in favor of or against any 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 Parties 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, they shall promptly use their commercially reasonable 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.

X. Signatures

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

NATIONAL PARK SERVICE

By: JESSICA BOWRON Digitally signed by JESSICA BOWRON  
Date: 2025.10.07 15:45:08 -04'00'

Name: Jessica Bowron Date: \_\_\_\_\_  
Title: NPS Comptroller, exercising the delegated authority of the Director

EXECUTIVE RESIDENCE AT THE WHITE HOUSE

By:   
Name: Joshua Fisher Date: 10/8/25

Title: Assistant to the President and Director of Management & Administration  
Director of the Office of Administration

THE TRUST FOR THE NATIONAL MALL

By: 

Name: Catherine Townsend

Title: President and CEO

Date: 10-7-25

**ATTACHMENT**

Attachment A –Donation Review and Donor Recognition Process

## ATTACHMENT A - DONATION REVIEW AND DONOR RECOGNITION PROCESS

The Parties share a mutual objective that the Partner's donation activities not give rise to an appearance of a loss of integrity or impartiality or otherwise reduce public confidence in the Partner or the NPS. Therefore, the Partner agrees to exercise due diligence in accepting donations consistent with the following:

(A) Definitions - For the purposes of this Attachment A, the following definitions apply:

- (i) "Donor" shall include individuals; business entities, including parent companies, majority-owned subsidiaries and affiliates and any related corporate partner as to which a majority of the partner's directors are also employees, officers, or directors of the corporation; and any state, local, or tribal government, or a subdivision thereof. Persons who are both employees and officers or directors of corporations, i.e., excluding independent, outside directors acting on their own behalf, or who hold comparable positions of control in a business entity, or who have interests that are subject to regulation by the NPS, shall be treated as business entities regardless of whether their contribution comes from their personal funds.

(B) Donation Review Process

- (i) For donations or planned series of donations in excess of \$25,000 in cash or in-kind, from Donors, the Partner will take reasonable efforts to determine whether the Donor:
  - (a) Is currently involved in litigation or other controversy involving the NPS or the Department of the Interior or any of its other bureaus. See DO 21, section 5.1.1;
  - (b) Is currently engaged in or seeking a business or permit relationship with the NPS. Because the potential exists for an actual conflict of interest, or the appearance of a conflict of interest, donations from business entities engaged in or seeking concession contracts with the NPS must be approved in writing by the Director of the NPS. See DO 21, section 5.1.1. Entities that have contracts with the NPS or the DOI can be found here: [https://www.fpds.gov/fpdsng\\_cms/index.php](https://www.fpds.gov/fpdsng_cms/index.php)

This site includes a search engine that allows one to search by corporation and the NPS and/or the DOI to determine if there are contracts between the two;

- (c) Has been debarred from contracting with the Department of the Interior or another federal government agency (entities that have been debarred can be found here: <https://www.epls.gov/>);
  - (d) Has a recent public history of violations, whether criminal or civil in nature, as disclosed by an Internet search, for which acceptance of the donation could lead to public controversy;
  - (e) Is seeking to involve the donation with marketing or advertising;
  - (f) Is a foreign national or foreign entity. The Partner will not accept donations from such entities, regardless of the dollar amount. To the extent there is uncertainty as to whether a donor is a foreign national or foreign entity, the Partner may consult with EXR.
- (ii) The Partner will consult with the NPS before accepting donations, including grants, from state, local, or tribal governments.
  - (iii) In the event that the Partner, after reasonable efforts, concludes that one or more of the above factors is applicable, the Partner may inform the Federal Parties' Key Officials (or his or her designate) so that the Partner can assist the Federal Parties in determining whether to accept the donation.
  - (iv) The Federal Parties will use its best efforts to complete any approval required of it under this Agreement as soon as practicable. The Federal Parties will promptly notify the Partner as to whether or under what circumstances to accept the donations intended to be spent on the Project or provide donor recognition.
  - (v) Notwithstanding Sections 5.1 and 5.4 of DO 21, the Partner is responsible for vetting all indirect donations irrespective of amount and may accept donations from companies that produce or distribute alcohol and/or tobacco.

(C) Anonymity - Notwithstanding subsection (B), the Parties will preserve the anonymity and privacy of any donor who wishes to remain anonymous, to the maximum extent practicable consistent with law.

(D) Donor Recognition - The Parties will follow applicable laws and regulations with respect to donor recognition, including those found in section 3054 of Public Law 113-291 and 36 CFR 5.1