





**MEMORANDUM OF UNDERSTANDING FOR
COOPERATION IN SUPPORT OF
THE 250th ANNIVERSARY OF THE UNITED STATES OF AMERICA**

This Memorandum of Understanding (“MOU”) to support activities in connection with the 250th anniversary of the founding of the United States of America (“250th Anniversary”) is entered into by and between the United States Semiquincentennial Commission (the “Commission”) and the Federal agencies whose authorizing signatures appear below (individually referred to as “Federal Agency,” collectively as “Federal Agencies”), hereinafter referred to as the “Party(ies).”

WHEREAS, in enacting the United States Semiquincentennial Commission Act of 2016 (Pub. L. 114-196), as amended by Pub. L. 116-282 (the “Semiquincentennial Act”), Congress recognized that July 4, 2026, the 250th anniversary of the founding of the United States, as marked by the Declaration of Independence in 1776, and the historic events preceding that anniversary are of major significance in the development of the national heritage of the United States of individual liberty, representative government, and the attainment of equal and inalienable rights; and have had a profound influence throughout the world; and

WHEREAS, the Semiquincentennial Act establishes a Commission to provide for the observance and commemoration of the 250th anniversary of the founding of the United States and related events through local, State, national, and international activities planned, encouraged, developed, and coordinated by a national commission representative of appropriate public and private authorities and organizations; and

WHEREAS, the Semiquincentennial Act provides that the Commission shall “consult and cooperate with, and seek advice and assistance from, appropriate Federal agencies, State and local public bodies, learned societies, and historical, patriotic, philanthropic, civic, professional, and related organizations,” and “Federal agencies shall cooperate with the Commission in planning, encouraging, developing, and coordinating appropriate commemorative activities”; and

WHEREAS, pursuant to the Semiquincentennial Act, Federal Agencies are encouraged to “integrate the celebration of the Semiquincentennial into the regular activities and execution of the purpose[s] of the agencies”; and

WHEREAS, under the Internal Revenue Code, the America 250 Foundation is a Type II, 509(a)(3) sole supporting 501(c)(3) charitable nonprofit organization exclusively formed for charitable, scientific, literary, and educational purposes, that operates only to promote, support and further the purposes of the Commission; and

WHEREAS, the Commission and its nonprofit partner, the America 250 Foundation, are working collaboratively with public and private entities across the country to make the 250th Anniversary the largest and most inclusive commemoration in our Nation’s history; and

WHEREAS, the Parties want to facilitate the engagement of Federal Agencies throughout the U.S. Government and, to this end, recognize the utility of a framework to provide for effective and flexible coordination and cooperation between the Commission and participating Federal Agencies to support the 250th Anniversary planning and events;

NOW, THEREFORE, the Parties join in this MOU and agree to work together as follows:

Article I. Authority

The United States Semiquincentennial Commission Act of 2016 (Pub. L. 114-196), as amended by the United States Semiquincentennial Commission Amendments Act of 2020 (Pub. L. 116-282); noting, in particular, Sections 5(c)(2)(F) (integrating the celebration into the regular activities and purposes of the agencies), 6(a) and (b)(1) (cooperation), and 7(b) (sharing information).

Article II. Cooperation and Coordination

The Parties will, as appropriate and subject to applicable law including appropriations and agency-specific requirements and agency discretion, cooperate and coordinate on the 250th Anniversary as follows:

A. The Commission will:

- (1) Consult and cooperate with, and provide advice and assistance to, the Federal Agencies in furtherance of the 250th Anniversary.
- (2) Provide substantive information about the ongoing and planned activities of the Commission to help the Federal Agencies plan programs and activities, including observances, activities, events, initiatives, ceremonies, celebrations, exhibits, works, expressions, collections, and publications, that coordinate well with the activities of the Commission.
- (3) Coordinate and cooperate with the Federal Agencies on planning, encouraging, and developing appropriate commemorative programs and activities.
- (4) Work with the Federal Agencies and others to ensure appropriate recognition, promotion, and acknowledgment of Federal Agency production of and participation in 250th Anniversary programs and activities.
- (5) At its discretion, and with the approval of the Federal Agency, include a Federal Agency's logo, seal, or other program or promotional material on the America 250 Foundation website and other promotional materials and platforms relating to the individual Federal Partner and/or Recognized Program.
- (6) Obtain the prior written approval of a Federal Agency before using or referencing that Federal Agency's name or logo in press releases, promotional materials, or publications (unless otherwise authorized pursuant to a separate written agreement signed by the Federal Agency).
- (7) Notify all Parties of points of contact for matters pertaining to this MOU.
- (8) As appropriate and feasible, provide staff and programmatic assistance, as requested by the Federal Agencies, to support the dissemination of information regarding the programs and activities of the Federal Agencies related to the work of the Commission.
- (9) Provide draft documents of the Commission to the Federal Agencies for review and comment, as appropriate.
- (10) Designate signatory parties as "Federal America 250 Partners" or "Federal Partners" in promotional materials with prior written approval of each Federal Agency.

B. Each Federal Agency will, subject to the limitations referenced in the first paragraph of this Article II, above:

- (1) Consult and cooperate with, and provide advice and assistance to, the Commission and the America 250 Foundation, as appropriate.
- (2) On a regular basis, survey its current and planned activities to notify the Commission of agency activities that are related to the Commission's activities.
- (3) Coordinate and cooperate with the Commission in planning, encouraging, and developing appropriate commemorative activities.
- (4) Work with the Commission to ensure appropriate recognition, promotion, and acknowledgment of Federal Agency production of and participation in 250th Anniversary programs.
- (5) Assist in the dissemination of information regarding the 250th Anniversary.
- (6) Obtain the prior written approval of the Commission before using or referencing the Commission's name or logo in press releases, promotional materials, or publications (unless otherwise authorized pursuant to a separate written agreement signed by the Commission).
- (7) Provide a representative to facilitate coordination, attend meetings, provide technical expertise, and serve as a point of contact for all matters pertaining to this MOU.
- (8) As appropriate and feasible, provide the Commission with staff and programmatic support.
- (9) Prepare and coordinate in the preparation of reports, as needed.
- (10) Share information, practices, and approaches that may be useful to the other Federal Agencies.
- (11) Participate in public events and other related activities and, where appropriate, conduct agency-specific programs and activities.

Article III. Meetings

Meetings with all or a subgroup of the Federal Agencies will be held on an as-needed basis.

Article IV. General Provisions

- A. Noncommitment of Funds. This MOU is not a funding document and all activities undertaken pursuant to this MOU shall be subject to available funding. In addition, this MOU shall not be deemed to constitute a commitment on behalf of any Federal Agency of staff, materials, or property other than the cooperation envisioned by the Semiquincentennial Act.
- B. Any further commitments of staff, materials, property, and any funding commitments are to be set forth in, and governed by, a separate writing on a form agreed to and executed by the applicable Federal Agency(ies) and the Commission. As the need arises, some or all of the Parties may enter into separate written agreements for specific activities, subject to the availability of funds, applicable law, and discretion of the Party(ies).
- C. No Party may make binding commitments for any other Party.

- D. Additional Federal agencies wishing to participate as Federal Agencies in this MOU may do so by signing below (please see Article VI).
- E. The Parties will make their best efforts to amicably resolve through discussion any dispute that may arise under this MOU. If resolution cannot be reached, the issue will be elevated through respective management channels for resolution.
- F. Any amendments or modifications to this MOU are to be made in writing.
- G. Any Federal Agency may terminate its participation in this MOU by written notice to the Commission.

Article V. Duration.

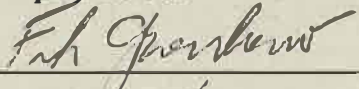
A Party's participation in this MOU becomes effective when that Party has signed below. The MOU will remain in effect through December 31, 2027. The MOU may be renewed thereafter upon the mutual written consent of the Parties wishing to do so.

Article VI. Signatures and Counterparts.


This MOU may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective for each respective Party when a counterpart has been signed by that Party and delivered to the United States Semiquincentennial Commission. It is understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by email or other electronic or facsimile transmission, such signature shall have the same force and effect as if such signature were an original.

SIGNATORIES:

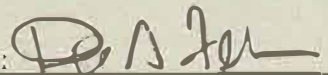
United States Semiquincentennial Commission

By: 
Date: August 2, 2021

Library of Congress

By: 
Date: August 2, 2021

National Archives and Records Administration

By: 
Date: 2 August 2021

Institute of Museum and Library Services

By: Carol Kasper
Date: July 13, 2021

National Endowment for the Arts

By: John C. Filler
Date: 8/2/21

National Endowment for the Humanities

By: Adam Wolfson
DocuSigned by:
D348B829B90C49C...
Date: July 15, 2021

Smithsonian Institution

By: John M. Fung
Date: 2 Aug 2021

U.S. Department of the Interior

By: _____
Date: _____

U.S. Department of Justice

By: _____
Date: _____

U.S. Department of State

By: Matthew C. Lewis
Date: 8/2/21

U.S. Supreme Court

By: _____
Date: _____

Corporation for National and Community Service, dba AmeriCorps

By: [Signature]

Date: 8/2/21

American Battle Monuments Commission

DocuSigned by:

By: Robert J. Palissandro

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Date: July 13, 2021

Defense Nuclear Facilities Safety Board

DocuSigned by:

By: Jul C. Spangenberg

7C6925C4807B43C...

Date: July 13, 2021

Federal Mediation & Conciliation Service

DocuSigned by:

By: Gary Hattal

B3D7BDA1F0E446A...

Date: July 19, 2021

U.S. Trade and Development Agency

DocuSigned by:

By: Enoch T. Eboez

D71B8EEF633F43A...

Date: July 28, 2021

U.S. Nuclear Regulatory Commission

By: [Signature] - T. [Signature]

Date: 9 JULY 2021

U.S. Office of Government Ethics

DocuSigned by:

By: Timothy A. Rounds III

86788BE5D4FA4D5...

Date: July 16, 2021

U.S. Consumer Product Safety Commission

DocuSigned by:

By: Robert S. Adler

0BF9FD84189748F...

Date: July 16, 2021

Advisory Council on Historic Preservation

By: John E. Townsend
Date: August 2, 2021

Railroad Retirement Board

DocuSigned by:
By: Stephanie Hillyard, Secretary to the Board
3C741D335A04411...
Date: July 23, 2021

Inter-American Foundation

DocuSigned by:
By: Paloma Adams-Allen
9B95CE55D2FF4CE...
Date: July 28, 2021

U.S. African Development Foundation

By: Maria C. Allen
Date: August 2, 2021

Agency:

By: _____

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By: _____

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