

**American Museum of Natural History
Ambrose Monell Cryo Collection**

OUTGOING LOAN CONDITIONS for NATIONAL PARK SERVICE SPECIAL COLLECTION

The American Museum of Natural History (AMNH) is providing the Institution named in the Ambrose Monell Cryo Collection (AMCC) Loan Invoice with biological tissue consisting of National Park Service Specimens ("NPS Specimens"). The U.S. National Park Service ("NPS") has authorized AMNH to execute this Loan Invoice on its behalf subject to the following conditions. The Borrower (Recipient Institution and the Recipient Scientist) specifically acknowledges and agrees to the following conditions.

1. Loans are made to institutions, not individuals.
2. NPS Specimens are not to be moved to another address without prior written permission from the AMNH/AMCC. Loans to third parties are prohibited.
3. By accepting NPS Specimens, the Borrower agrees to comply with all terms and conditions of the applicable NPS Scientific Research and Collecting Permit (available from NPS) that govern the distribution and use of NPS Specimens collected from U.S. national park units. General Conditions that apply to all NPS Scientific Research and Collecting Permits are available at <https://irma.nps.gov/DataStore/DownloadFile/494569>.
4. NPS Specimens and any components thereof are property of the U.S. Government.
5. Any additional research not included in the original proposal requires the express written permission of AMNH/AMCC. Violation constitutes a breach of contract.
6. The Borrower agrees to return a signed Loan Invoice and a signed copy of the Outgoing Loan Conditions for NPS Special Collection ("Conditions") immediately upon receipt of the NPS Specimens. Loaned NPS Specimens must be stored appropriately and to professionally accepted standards while in care of the Borrower.
7. The NPS Specimens are to be consumed or discarded after analysis. Any unused NPS Specimens should be returned to the AMCC. NPS Specimens being returned should be carefully packaged in the same manner as when they were sent.
8. Loan applications must include a timeframe for completion of the proposed research. Time extensions should be requested in writing before the loan expiration date. Typically, the Borrower will not receive a 'due' notice. It is the Borrower's responsibility to fulfill the terms of the loan by complying with any conditions placed upon the recipient by the Loan Invoice and the Conditions.
9. The Borrower agrees to cite in any publication, presentation, and patent application referencing the NPS Specimen the following terms: "National Park Service Special Collection at Ambrose Monell Cryo Collection, American Museum of Natural History," name of U.S. national park unit where NPS Specimen was originally collected, NPS Specimen name, NPS catalog number, and AMNH catalog number (also known as AMCC barcode/catalog number). In addition, the Borrower agrees to provide notice in writing to NPS not less than sixty (60) days before filing an application for a patent or other intellectual property claim for research results from use of NPS Specimens. Borrower agrees not to use such research results for commercial or other revenue

generating purposes without the prior written authorization of NPS. Borrower agrees not to use the loaned NPS Specimens for commercial or other revenue generating purposes.

10. Borrower agrees to provide three (3) copies of any publications resulting in part or whole from this loan, and/or three (3) copies of assay results. (AMNH/AMCC will provide one [1] copy to NPS.)
11. The Borrower agrees to inform AMCC of all electronic database submissions (such as GenBank accession numbers) associated with the analytical procedures resulting from the NPS Specimens loaned. This additional NPS Specimens data should be submitted electronically (on a spreadsheet) to the AMCC.
12. To the extent allowable by law, the Borrower hereby agrees to hold harmless and indemnify the U.S. Department of the Interior, National Park Service and any unit thereof, the United States Government, and persons acting on their behalf, including AMNH, for any claim asserted by a third party related to Investigator's and/or Institution's possession, use, storage, or disposal of the loaned NPS Specimens.
13. Federal laws and policies governing NPS museum collections take precedence over state and local laws.
14. AMNH/AMCC and NPS reserve the right to inspect or audit the loaned NPS Specimens at any time.
15. Surviving termination or expiration of the loan are any provisions in these conditions that by their nature are intended to survive.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT INSTITUTION AND THE RECIPIENT SCIENTIST EACH ACKNOWLEDGE THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS ON BEHALF OF THE INSTITUTION AND ON HIS OR HER OWN BEHALF RESPECTIVELY.

FOR RECIPIENT INSTITUTION:

RECIPIENT SCIENTIST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMCC Loan Invoice No. _____