

**American Museum of Natural History
Ambrose Monell Collection for Molecular and Microbial Research**

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 Collection for Molecular and Microbial Research (AMCC) Loan Invoice with biological tissue material ("Material") that requires prior authorization from the U.S. National Park Service ("NPS"). The Borrower (Recipient Investigator and Institution) specifically acknowledges and agrees to the following conditions.

1. Loans are made to institutions, not individuals.
2. Specimens are not to be moved to another address without prior written permission from the AMNH. Loans to third parties are prohibited.
3. By accepting Material, the Borrower agrees to comply with all applicable terms and conditions of the NPS Scientific Research and Collecting Permit (available from NPS or at <http://science.nature.nps.gov/permits/html/intro.jsp>) that govern the distribution and use of research specimens collected from U.S. national park units.
4. Material and any components thereof is property of the U.S. Government.
5. Any additional research not included in the original proposal requires the express written permission of AMNH. 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 Material. Loaned Material must be stored appropriately and to professionally accepted standards while in care of the Borrower.
7. The Material is to be consumed in or discarded after analysis. Any unused Material should be returned to the AMCC. 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 fulfil 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 Material the following terms: "National Park Service," name of U.S. national park unit where NPS Specimen was originally collected, specimen name, NPS catalog number, and AMNH 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 resulting from use of Material.
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 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 specimens loaned. This additional specimen 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 material.
13. Federal laws and policies governing NPS museum collections take precedence over state and local laws.
14. AMNH and NPS reserve the right to inspect or audit the loaned Material 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 WE, THE DULY AUTHORIZED REPRESENTATIVES OF THE BORROWER (RECIPIENT INSTITUTION AND INVESTIGATOR), ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTAND THESE CONDITIONS AND AGREE TO THESE CONDITIONS AS EVIDENCED BY OUR SIGNATURES BELOW.

FOR INVESTIGATOR'S INSTITUTION:

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

PRINCIPAL INVESTIGATOR:

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

AMCC Loan Invoice No. _____